

**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"

MOTION RECORD OF THE MONITOR

(Returnable November 19, 2015)

November 16, 2015

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the Monitor

TO: SERVICE LIST

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**ONTARIO
SUPERIOR COURT OF JUSTICE
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**MOTION RECORD
(Returnable November 19, 2015)**

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2.	Monitor's Twenty-First Report to the Court
3.	Draft Order

TAB 1

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

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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APPLICANTS

**NOTICE OF MOTION
(RETURNABLE NOVEMBER 19, 2015)**

FTI Consulting Canada Inc., in its role as Court-appointed Monitor (the "**Monitor**") in the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("**CCAA**") proceedings of the Applicants (collectively, "**Cash Store**"), will make a motion to the Court on November 19, 2015 at 10 a.m., or as soon after that time as the motion can be heard, at 393 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

1. An Order, substantially in the form attached to the Motion Record at Tab 3:
 - a. if necessary, abridging the time for service of the Notice of Motion and Motion Record in respect of this motion and dispensing with further service thereof;

- b. approving the fees and disbursements of the Monitor and the Monitor's counsel, McCarthy Tétrault LLP, as described in the Monitor's Twenty-First Report and the affidavits attached thereto; and
- c. granting such further and other relief as counsel may request and this Honourable Court may permit.

THE GROUNDS FOR THE MOTION ARE:

1. On April 14, 2014, Cash Store obtained an Initial Order granting it relief under the CCAA and appointing FTI Consulting Canada Inc. as Monitor.
2. Pursuant to the Initial Order, the Monitor and counsel to the Monitor, among others, shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicants as part of the costs of these proceedings. The Initial Order authorizes and directs the Applicants to pay the accounts of the Monitor and counsel to the Monitor, among others.
3. The Initial Order further provides that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel were referred to a judge on the Commercial List of the Ontario Superior Court of Justice.
4. The Monitor continues to duly and properly satisfy, discharge and perform its obligations, responsibilities and duties as Monitor in compliance and accordance with the CCAA and all Orders of the Court in these CCAA Proceedings. The Monitor's

Reports and the activities described therein have been approved by the Court throughout these CCAA Proceedings.

5. The Monitor has examined the fees and disbursements of its counsel, McCarthy Tétrault LLP, and is of the view that the services referred to therein are fair and reasonable.
6. Such further and other grounds as counsel may advise and this Honourable Court may permit.

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

1. The Monitor's Twenty-First Report and the affidavits attached thereto.
2. Such further and other documentary evidence as counsel may advise and this Honourable Court may admit.

November 16, 2015

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the Monitor

TO: THE SERVICE LIST

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1511419 ONTARIO INC.,
FORMERLY KNOWN AS THE CASH STORE FINANCIAL SERVICES INC., et al.”

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

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

Proceeding commenced at TORONTO

NOTICE OF MOTION

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15028911

TAB 2

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

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

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

November 16, 2015

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

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF 1511419 ONTARIO INC., FORMERLY
KNOWN AS THE CASH STORE FINANCIAL SERVICES INC.,
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CASH STORE INC., 986301 ALBERTA INC., FORMERLY
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APPLICANTS

**TWENTY-FIRST REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.
IN ITS CAPACITY AS MONITOR**

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 (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.
5. The Applicants’ now seek an order sanctioning and approving the Plan (the “**Plan Sanction Order**”), which was voted on and approved by the required majority Affected Creditors pursuant to the terms of the Meetings Order, the Plan and the CCAA. The Applicants also seek an order extending the Stay until May 20, 2016.

6. The Monitor has also brought a motion for an Order approving its fees and disbursements during the CCAA Proceedings, as well as the fees and disbursements of its counsel, McCarthy Tétrault LLP (the “**Fee Approval Order**”).
7. Pursuant to the terms of the Meetings Order, a copy of this Twenty-First Report shall be posted on the Monitor’s Website prior to the Sanction Hearing.

Purpose of Report

8. The purpose of this Report is to provide the Court with:
 - (i) a summary of the voting results at the Meetings;
 - (ii) information relating to the Applicants’ request for the Plan Sanction Order and the Monitor’s recommendations in respect of the requested Plan Sanction Order;
 - (iii) an updated cashflow forecast;
 - (iv) the Monitor’s comments and recommendations in respect of the Applicant’s request to extend the Stay;
 - (v) information in respect of the Monitor’s request for the Fee Approval Order; and
 - (vi) information in respect of the DIP Exit Amount calculation.

TERMS OF REFERENCE

9. 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**”).
10. 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.
11. The Monitor has prepared this Report in connection with the Meetings held on November 10, 2015, the Applicants' request for a Plan Sanction Order and extension of the Stay, the Monitor's request for a Fee Approval Order and 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).
12. 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, the Meetings Order, the Plan Sanction Order, previous reports of the Monitor, and other Orders of the Court issued in the CCAA Proceedings.
13. This Twenty-First Report should be read alongside the Monitor's Twentieth Report to the Court (attached hereto as Schedule "A"), wherein the Monitor reviewed and provided its recommendations regarding the Plan, among other things.

CREDITORS' MEETINGS

Notice Pursuant to Meetings Order

14. In accordance with the Meetings Order, the Monitor:
- (i) caused a copy of the Information Package, the Meetings Order and the Plan Filing Order to be posted on the Monitor's Website;
 - (ii) sent copies of the Information Package to (a) all parties who have charges, security interests or claims evidenced by registrations pursuant to any personal property registry system in any Province in Canada, and (b) Canada Revenue Agency and the ministry of finance or similar governmental agency for each Province in Canada;
 - (iii) caused the Notice of Meeting (as defined in the Meetings Order) to be published for a period of one business day 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* (UK) on October 12th, 2015;
 - (iv) on October 16th and 23rd, 2015, sent copies of the Information Package (other than the Senior Lender Proxy), to all Physical Holders as at the Voting Record Date;
 - (v) on October 23rd, 2015, caused the Information Package (other than the Senior Lender Proxy) to be sent to all Beneficial Noteholders as at the Voting Record Date; and
 - (vi) on October 9, 2015, sent copies of the Information Package (other than the Secured Noteholder Proxy) to each of the Senior Secured Lenders as at the Voting Record Date.

15. As previously reported in the Monitor's Twentieth Report, the Monitor learned of various logistical issues that created difficulties in obtaining an accurate list of Beneficial Noteholders of the Secured Notes as of the original Voting Record Date: September 28, 2015. 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, pursuant to paragraph 20 of the Meetings Order . The Monitor and the Applicants took steps to provide notice of the change to the 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.
16. On October 27, 2015, the Monitor served and filed the Monitor's Twentieth Report in accordance with section 23(1)(d.1) of the CCAA.

Amendments to the Plan

17. Prior to the Meetings, the Applicant presented the Chair (as defined below) with an amended version of the Plan. Details regarding the minor amendments made to the Plan and a blackline showing these revisions have been provided in the affidavit of William E. Aziz, dated November 13, 2015 (the "**Aziz Affidavit**") and served on the service list on November 13, 2015.
18. The Monitor reviewed and was consulted with respect to the Applicants' proposed revisions to the Plan and received a final copy of the Plan prior to the Meetings. Copies of the Plan and a blackline comparing the amended Plan to the version of the Plan submitted with the Plan Filing Order were available in hard copy for review at the Meetings and have been posted on the Monitor's Website.
19. For the reasons outlined in the Twentieth Report, the Monitor continues to believe that the Plan, as voted on by the Affected Creditors at the Meetings, is fair and reasonable in the circumstances.

The Senior Lender Meeting

20. The Monitor commenced the meeting of the Senior Lenders (the “**Senior Lender Meeting**”) on November 10, 2015 at 9:00 a.m. at the offices of McCarthy Tétrault LLP.
21. In accordance with the Meetings Order, Mr. Jeffrey Rosenberg, a representative of the Monitor, acted as the chair (the “**Chair**”) of the Meetings. Kamran Hamidi and Michael Kennedy, each employees of the Monitor, acted as secretary (the “**Secretary**”) and scrutineer (the “**Scrutineer**”), respectively, for each of the Meetings.
22. The Chair received 3 proxies from the Senior Lenders entitled to vote at the Senior Lender Meeting, thereby satisfying the requirement that a quorum of at least one Senior Lender present in person or by proxy. The Chair declared that the Senior Lender Meeting was properly constituted.
23. The CRO prepared remarks for the Meetings describing, among other things, the payments and releases contemplated by the Plan and his recommendation that the Affected Creditors vote in favour of the Plan.
24. The Chair proposed a motion that the resolution with respect to the Plan (the “**Plan Resolution**”) be approved, ratified and confirmed. A copy of the Plan Resolution is attached hereto as Schedule “B”. A copy of the Plan was provided to the Secretary and is attached hereto as Schedule “C”.

Results of the Senior Lender Meeting

25. In accordance with the Meetings Order and the Plan, each Senior Lender was entitled to one vote, in person or by proxy, as a member of the Senior Lender Class. The Scrutineer tabulated the votes cast in respect of the Plan and reported the results.

26. The Scrutineer’s report (the “**Senior Lender Scrutineer’s Report**”) shows that the Plan Resolution had been duly carried by a majority of votes at the Meeting, comprising in excess of two-thirds in value. A copy of the Senior Lender Scrutineer’s Report on the results of the voting on the motion to approve the Plan is attached hereto as Schedule “D”.
27. The Chair declared that the requisite majority of the Senior Lender Class required by the Meetings Order and Section 6 of the CCAA had approved the Plan Resolution.
28. A summary of the Senior Lender Meeting voting results on the motion to approve the Plan is as follows:

	Number	Value	Percentage of Number in Favour	Percentage of Value in Favour
In Favour	3	\$12,000,000	100%	100%
Against	0	\$0	0%	0%
Total	3	\$12,000,000	100%	100%

29. The total principal amount of the Senior Secured Lender Claim is \$12,000,000 and there were a total of 3 Senior Secured Lenders entitled to attend and vote at the Senior Lender Meeting.

Secured Noteholders Meeting

30. The Monitor commenced the meeting of the Secured Noteholders (the “**Secured Noteholder Meeting**”) on November 10, 2015 at 10:00 a.m. at the offices of McCarthy Tétrault LLP.

31. The Chair received 116 proxies from the Secured Noteholders entitled to vote at the Secured Noteholder Meeting, thereby satisfying the requirement that a quorum of at least one Secured Noteholder present in person or by proxy. The Chair declared that the Secured Noteholder Meeting was properly constituted.
32. The Chair proposed a motion that the Plan Resolution be approved, ratified and confirmed by the Secured Noteholder Class of Affected Creditors.

Results of the Secured Noteholder Meeting

33. Each member of the Secured Noteholder Class was entitled to vote, in person or by proxy, in accordance with the terms of the Meetings Order and the Plan.
34. The Scrutineer's report (the "**Secured Noteholder Scrutineer's Report**") shows that the Plan Resolution had been duly carried by a majority of votes at the Secured Noteholder Meeting, comprising in excess of two-thirds in value, and the Chair declared that the requisite majority required by the Meetings Order and section 6 of the CCAA had been obtained and the Plan Resolution was approved by the Secured Noteholder Class.
35. A summary of the Secured Noteholder Meeting voting results on the motion to approve the Plan Resolution is as follows:

	Number	Value	Percentage of Number in Favour	Percentage of Value in Favour
In Favour	102	\$101,206,000	88%	93%
Against	14	\$7,120,000	12%	7%
Total	116	\$108,326,000	100%	100%

36. The total principal amount of the Secured Notes is \$132,500,000 and there are a total of 164 beneficial and 21 physical holders of Secured Noteholders entitled to vote at the Secured Noteholder Meeting. 82% of the face value of the notes voted on the Plan Resolution. A copy of the Secured Noteholder Scrutineer's Report is attached hereto as Schedule "E".
37. The Monitor notes that even if all of the remaining members of the Secured Noteholder Class had voted against the Plan, the Plan Resolution would have been approved by the Required Majority of Secured Noteholders.

PLAN SANCTION ORDER

38. On November 19, 2015, the Applicants will bring a motion before the Court to approve the Plan Sanction Order which, among other things, approves and sanctions the Plan, provides mechanisms for the implementation of the Plan, provides the Monitor with expanded powers and extends the Stay until May 20, 2015. All capitalized terms in this section have the definitions provided for them in the draft Plan Sanction Order, the Plan and the Aziz Affidavit.
39. If the Plan Sanction Order is approved, subject to each of the Class Action Settlement Orders, the Plan and all associated steps, compromises, releases, discharges, cancellations, transactions, arrangements and settlements effected thereby will be 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 or manner as may be set forth in the Plan.
40. The draft Plan Sanction Order further provides that the CRO Engagement Letter and the appointment of the CRO shall be deemed terminated as of the Plan Implementation Date. If the Plan is sanctioned, 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, will be released.

Expanded Powers of the Monitor

41. The Plan Sanction Order, if approved of and ordered by the Court, would also provide the Monitor with additional powers beyond those rights and obligations set out in the CCAA and in the Plan. The Monitor shall be empowered and authorized, but not obligated, to:

- (i) take such actions and execute 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:
 - a) 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;
 - b) effect the liquidation, bankruptcy, winding-up or dissolution of the Applicants;
 - c) act, if required, as trustee in bankruptcy, liquidator, receiver or a similar official of such entities;
 - d) take control of the existing bank account(s) of the Applicants and the funds credited thereto or deposited therein;
 - e) give instructions to transfer the funds in such bank accounts to such other account as the Monitor may direct and give instructions to close the existing bank accounts.
- (ii) 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;

- (iii) 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 or their operations, restructuring, wind-down, liquidation or other activities;
 - (iv) 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 the purposes of the Plan, and all such persons shall be deemed to be “Assistants” under the Amended and Restated Initial Order; and
 - (v) apply to the Court for any orders necessary or advisable to carry out its powers or obligations under any Order granted by the Court including for advice and directions with respect to any matter.
42. The Monitor will not take possession or be deemed to be in possession or control of the Property or the Business and all employees or contractors of the Applicants will remain employees or contractors of the Applicants until such time as the Monitor may terminate the employment of such employees on behalf of the Applicants.
43. In carrying out the terms of the Plan Sanction Order and the Plan, the Monitor shall have all the protections given to it by the CCAA, the Amended and Restated Initial Order, the Plan Sanction Order and as an officer of the Court, including the stay of proceedings in its favour. The Monitor shall incur no liability or obligation as a result of exercising the powers given to it under the Section Order and the Plan, save and except for gross negligence or wilful misconduct on its part. 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 the Court and on notice to the Monitor.

44. In connection with its role handling funds and making or facilitating payments and distributions contemplated by the Plan, the Monitor is solely doing so as payment agent for the Applicants and the Monitor has not agreed to assume any responsibility as a receiver, assignee, liquidator or any similar responsibility within the meaning of any relevant tax legislation. The Monitor will not have any liability for any claim in respect of any act or omission in respect of the payments and distributions contemplated by the Plan and will not exercise discretion over the funds to be paid or distributed pursuant to the Plan.
45. Any payments or deliveries made by, or with the consent of, the Monitor in accordance with the Plan or the Plan Sanction Order shall not constitute a “distribution” for the purposes of the Tax Statutes, as defined in the Meetings Order.
46. Upon completion by the Monitor of its duties in respect of the Applicants pursuant to the CCAA, the Plan and other Orders of the Court in these CCAA Proceedings, the Monitor may file a certificate with the court and shall be deemed to be discharged from its duties as Monitor and released of all claims relating to its activities as Monitor.

Litigation Funding and Indemnity Reserve Agreement and the Litigation Trustee Retainer

47. As noted in the Monitor’s Twentieth Report and the Aziz Affidavit, the Applicants have commenced the Remaining Estate Claims against certain third-party defendants which have not been resolved under the Settlement Agreements. The Plan provides that a Litigation Trustee will be designated to instruct Litigation Counsel on behalf of the Applicants with respect to the prosecution of these Remaining Estate Claims.

48. On November 5, 2015, Blue Tree Advisors III Inc., a company controlled by the CRO, agreed to act as litigation trustee pursuant to the Litigation Funding and Indemnity Reserve Agreement and the Litigation Trustee Retainer. The Litigation Funding and Indemnity Reserve Agreement and a redacted copy of the Litigation Trustee Retainer are attached as exhibits to the Aziz Affidavit.
49. An unredacted copy of the Litigation Trustee Retainer is attached as a Confidential Appendix to this Twenty-First Report. As noted in the Aziz Affidavit, the Litigation Trustee Retainer contains commercially sensitive provisions which are subject to litigation privilege. The Monitor, therefore, supports the request that the Confidential Appendix be sealed, kept confidential and not form part of the public record.

**MONITOR'S RECOMMENDATIONS IN RESPECT OF THE REQUESTED
PLAN SANCTION ORDER**

50. The Monitor outlined the details of the Plan, reported on liquidation or bankruptcy alternatives should the Plan not be approved, and provided its view on the fairness and reasonableness of the Plan in the Monitor's Twentieth Report. In this Twenty-First Report, the Monitor has provided details regarding the conduct and results of the Meetings.
51. It is the Monitor's view that the Company continues to act with due diligence and in good faith and is not in breach of any requirements under the CCAA, the Initial Order or any subsequent Order of the Court granted in these CCAA Proceedings. For the reasons outlined in the Twentieth Report, the Monitor remains of the view that the Plan is fair and reasonable in the circumstances.

52. As described above, 100% in number and 100% in value of the Senior Lender Class and 88% in number and 93% in value of the Secured Noteholder Class present in person or by proxy at the Meeting voted to approve the Plan. The Plan has therefore been approved by a majority in number representing two thirds in value of the creditors present and voting in person or by proxy at the Meetings, in accordance with Section 6 of the CCAA.
53. For these reasons the Monitor recommends that the Court grant the Plan Sanction Order.

CASH FLOW FORECAST

54. The cashflow forecast, attached as Schedule “F” to this Twenty-First Report (the “**Cashflow Forecast**”) demonstrates that the Applicants are projected to have sufficient liquidity to fund ongoing activities until at least the week ended May 20, 2016.
55. The Cashflow Forecast estimates that funding for the period would come from receipts of outstanding proceeds of sale.
56. During the forecast period, the estimated total receipts are approximately \$2,140,000, the estimated total operating disbursements are approximately \$335,000 and the estimated total non-operating disbursements are approximately \$1,825,000.

MONITOR’S RECOMMENDATIONS IN RESPECT OF EXTENDING THE STAY PERIOD

57. The Applicants have requested an extension of the Stay to May 20, 2016. Absent a further extension, the current Stay Period will expire on November 20, 2015.
58. The Monitor is of the view that the Stay extension is appropriate as it will allow the Applicants to, among other things, implement the Plan, pursue the Remaining Estate Actions, receive the Second DirectCash Payment on May 1, 2016 and attend to any remaining wind-down activities.

59. Under the supervision and direction of the CRO, the Applicants have acted and continue to act in good faith and with due diligence. The Cashflow Forecast estimates that the Applicants will continue to have sufficient liquidity up to the week ending May 20, 2016.
60. For these reasons the Monitor recommends that the Court extend the Stay to May 20, 2016.

APPROVAL OF PROFESSIONAL FEES

61. Paragraph 43 of the Initial Order requires that the Monitor and its counsel pass their accounts from time to time.
62. The Monitor and its counsel have maintained detailed records of the professional costs and time during the course of the CCAA Proceedings, as detailed in the Affidavit of Jeffrey Rosenberg and the Affidavit of Stephen Fulton, each sworn on November 16, 2015 (collectively, the “**Fee Affidavits**”). Copies of the Fee Affidavits are attached as Schedule “G” and “H”, respectively.
63. These CCAA Proceedings involved a significant number of complex issues which required the Monitor’s attention. The Monitor was involved in each of the major issues and activities in these CCAA Proceedings, including, but not limited to:
 - (i) addressing day-to-day operational, branch location and creditor matters;
 - (ii) urgent liquidity issues in the period surrounding the initial filing;
 - (iii) a contested initial DIP financing and subsequent DIP financing;
 - (iv) negotiations with third party lenders, monitoring funds segregated in respect of third party lender claims and

extensive litigation with certain third party lenders, including an appeal to the Ontario Court of Appeal;

- (v) transfer at undervalue matters;
- (vi) regulatory issues;
- (vii) three separate asset sales;
- (viii) branch closures and employee matters;
- (ix) constructive trust priority claims by Representative Counsel;
- (x) attending mediations and negotiations with various stakeholders, including in respect of consumer and securities class actions and director and officer class actions;
- (xi) the settlement of several claims and the creation of the Plan;
- (xii) chairing and supervising the Meetings;
- (xiii) court appearances in connection with each major issue in the CCAA Proceedings; and
- (xiv) the preparation of twenty-one reports to the Court.

Specific details regarding the Monitor's involvement in each of these issues have been provided in the Monitor's various reports to the court.

64. In these proceedings,

- (i) during the period from April 1, 2014 to October 31, 2015, the Monitor incurred professional fees of \$5,915,332.00

and expenses of \$648,243.40, exclusive of HST, which amounted to \$328,178.77;

- (ii) during the period from April 1, 2014 to September 30, 2015, McCarthy Tétrault LLP, incurred professional fees of \$1,382,836.50 and disbursements of \$16,521.37, exclusive of HST, which amounted to \$181,795.44.

- 65. The Monitor has reviewed the fees of its counsel and believes they are reasonable.
- 66. The Monitor requests that the Court make an Order approving the fees and disbursements of the Monitor and its counsel.

DIP INTEREST

- 67. In the course of this proceeding an issue has been raised as to whether the interest and fees paid by the Applicants on its DIP financing violate the criminal interest provisions contained in section 347 of the *Criminal Code*.
- 68. The DIP financing was provided pursuant to two term sheets, the first dated as of April 14, 2014 (the “**Initial DIP Term Sheet**”) and the second dated May 20, 2014 (the “**Amended and Restated DIP Term Sheet**”).
- 69. The Initial DIP Term Sheet provided for a loan facility of up to \$8.5 million, with an option exercisable by the Applicants to increase the facility by a further \$12 million. This structure was adopted at the behest of the Court, in order to give the Applicants the opportunity to look for an alternative DIP proposal before the second stage of financing was drawn. An advance of \$8.5 million was made pursuant to the Initial DIP Term Sheet. However, because of an unexpected cash receipt (a tax refund that was received earlier than expected), the Applicants were able to repay that advance in full (with all accrued interest and fees) by May 9, 2014.
- 70. The Amended and Restated DIP Term Sheet:

- (a) added some additional DIP lenders;
 - (b) continued to reference the \$8.5 million “Initial DIP Lender Commitment” as part of the overall facility;
 - (c) had substantially the same commitment amount, term and covenants as the Initial DIP Term Sheet; and
 - (d) provided that the parties agreed that the Initial DIP Term Sheet was not novated by the Amended and Restated DIP Term Sheet and that the rights and obligations of the parties under the Initial DIP Term Sheet were subsumed within and governed by the Amended and Restated DIP Term Sheet.
71. The Monitor has determined that if the advance under the Initial DIP Term Sheet is viewed in isolation, the interest and fees paid by the Applicants exceed the rate permitted by section 347 of the *Criminal Code* by \$141,390.44. However, if the Initial DIP Term Sheet and the Amended and Restated DIP Term Sheet are part of a single DIP loan, the total interest and fees paid and payable by the Applicants in respect of all advances made pursuant to the Initial DIP Term Sheet and the Amended and Restated DIP Term Sheet do not exceed the rate permitted by section 347 of the *Criminal Code*. Accordingly, the issue is whether, in substance, there was one DIP loan or two.
72. Based on the facts set out above, the Monitor has concluded that it is reasonable to regard the Amended and Restated DIP Term Sheet as being, in substance, a continuation of the Initial DIP Term Sheet, such that there was only one DIP loan and not two. Accordingly, the Monitor does not intend to seek repayment from the DIP lenders of the sum of \$141,390.44 that would constitute illegal interest if there were two separate DIP loans.

73. The Monitor respectfully submits to the Court this Twenty-First Report.

Dated this 16th day of November, 2015.

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

A handwritten signature in black ink, appearing to read 'Greg Watson', with a stylized flourish extending to the right.

Greg Watson
Senior Managing Director

SCHEDULE "A"
MONITOR'S TWENTIETH REPORT TO THE COURT

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
SUBMITTED BY FTI CONSULTING CANADA INC.
IN ITS CAPACITY AS MONITOR**

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 Mouteer 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 Mouteer 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

SCHEDULE "B"

PLAN RESOLUTION

PLAN RESOLUTION

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” (COLLECTIVELY, THE “APPLICANTS”)

**Plan of Compromise and Arrangement
pursuant to the *Companies’ Creditors Arrangement Act***

BE IT RESOLVED THAT:

1. the Plan of Compromise and Arrangement of 1511419 Ontario Inc., formerly known as The Cash Store Financial Services, Inc. (“CSF”), and its affiliated companies 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”, pursuant to the *Companies’ Creditors Arrangement Act* (Canada) is hereby authorized and approved.

SCHEDULE "C"

THE PLAN

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

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

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
1511419 ONTARIO INC., FORMERLY KNOWN AS THE CASH STORE FINANCIAL
SERVICES INC., 1545688 ALBERTA INC., FORMERLY KNOWN AS THE CASH
STORE INC., 986301 ALBERTA INC., FORMERLY KNOWN AS TCS CASH STORE
INC., 1152919 ALBERTA INC., FORMERLY KNOWN AS INSTALOANS INC., 7252331
CANADA INC., 5515433 MANITOBA INC., AND 1693926 ALBERTA LTD.,
FORMERLY DOING BUSINESS AS "THE TITLE STORE"**

APPLICANTS

PLAN OF COMPROMISE AND ARRANGEMENT

**pursuant to the *Companies' Creditors Arrangement Act*
concerning, affecting and involving**

**1511419 ONTARIO INC., FORMERLY KNOWN AS
THE CASH STORE FINANCIAL SERVICES INC., *et al***

October 6, 2015

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PLAN OF COMPROMISE AND ARRANGEMENT

WHEREAS the Applicants are insolvent;

AND WHEREAS, on April 14, 2014 (the “**Filing Date**”), the Honourable Justice Morawetz of the Ontario Superior Court of Justice (Commercial List) (the “**CCAA Court**”) granted an initial Order in respect of the Applicants (as such Order was amended and restated on April 15, 2014, and as the same may be further amended, restated or varied from time to time, the “**Amended and Restated Initial Order**”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”);

AND WHEREAS, pursuant to Approval and Vesting Orders dated October 15, 2014, January 26, 2015, and April 10, 2015, the Applicants sold substantially all of their businesses and assets (the “**Asset Sales**”).

AND WHEREAS, on June 19, 2015, following a mediation with the Honourable Mr. Dennis O’Connor, the Applicants entered into a definitive Settlement Term Sheet in respect of the Priority Motion Settlement pursuant to which, among other things, (i) the claims asserted by the Ontario Consumer Class Action Plaintiff (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants, their assets and the recoveries available for the secured creditors of the Applicants (including the Senior Secured Lenders and the Secured Noteholders) and (ii) the claims asserted by certain of the Consumer Class Action Plaintiffs against certain of the Senior Secured Lenders are to be settled among those parties in exchange for the settlement payments and releases set out in the Priority Motion Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

AND WHEREAS, on September 20, 2015, following a mediation with the Honourable Mr. Douglas Cunningham, the Applicants entered into a definitive Settlement Term Sheet in respect of the DirectCash Global Settlement pursuant to which, among other things, (i) the claims asserted by the Applicants against DirectCash, (ii) the claims asserted by the Consumer Class Action Plaintiffs against DirectCash and (iii) the claims asserted by DirectCash against the Applicants and the D&Os are to be settled among those parties in exchange for the settlement payments and releases set out in the DirectCash Global Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

AND WHEREAS, on September 22, 2015, following a mediation with the Honourable Mr. George Adams, the Applicants entered into a definitive Settlement Agreement in respect of the D&O/Insurer Global Settlement pursuant to which, among other things, (i) the claims asserted by the Securities Class Action Plaintiffs against the D&O defendants in the Securities Class Actions, (ii) the claims asserted by the Consumer Class Action Plaintiffs against the D&O defendants in the Consumer Class Actions and (iii) the claims asserted by the Applicants against the D&Os in the Estate D&O Action are to be settled among those parties in exchange for the settlement payments and releases set out in the D&O/Insurer Global Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

AND WHEREAS, the purpose of this Plan is to, among other things and subject to entry of the Sanction Order and the Class Action Settlement Approval Orders and the other conditions precedent set forth herein, give effect to the distribution of the proceeds of the Asset Sales, the Priority Motion Settlement, the DirectCash Global Settlement, the D&O/Insurer Global Settlement, and other remaining assets of the Applicants to the Applicant's stakeholders in accordance with their entitlements and interests and to provide certain releases to the Released Parties, in each case on the terms and conditions set forth in this Plan and the Settlements, as the same may be approved by the Affected Creditors, the CCAA Court and the Class Action Courts pursuant to the Sanction Order and the Class Action Settlement Approval Orders.

AND WHEREAS, on September 30, 2015, the CCAA Court granted a Meetings Order (as such Order may be amended, restated or varied from time to time, the "**Meetings Order**") and on October 6, 2015, the Court granted a further Order, pursuant to which, among other things, the Applicants were authorized to file this Plan and to convene a meeting of the Affected Creditors to consider and vote on this Plan.

NOW THEREFORE, the Applicants hereby propose this plan of compromise and arrangement pursuant to the CCAA.

ARTICLE 1 INTERPRETATION

1.1 Definitions

In the Plan, unless otherwise stated or unless the subject matter or context otherwise requires:

"Accrued Interest" means (i) in respect of the Senior Secured Credit Agreement Loans, all accrued and unpaid interest on such Senior Secured Credit Agreement Loans, at the regular rates provided in the Senior Secured Credit Agreement, up to and including the Plan Implementation Date and (ii) in respect of the Secured Notes, all accrued and unpaid interest on such Secured Notes, at the regular rates provided in the Secured Note Indenture, up to and including the Filing Date.

"Ad Hoc Committee" means the ad hoc committee of certain Secured Noteholders, represented by the Noteholder Advisors in the CCAA Proceeding.

"Administration Charge" has the meaning given in paragraph 44 of the Amended and Restated Initial Order.

"Affected Creditor Claims" means (i) the Senior Secured Credit Agreement Claims and (ii) the Secured Noteholder Claims, and **"Affected Creditor Claim"** means any of the Affected Creditor Claims.

"Affected Creditor Class" has the meaning given in Section 3.2.

“**Affected Creditors**” means, collectively, the Senior Secured Lenders and the Secured Noteholders, and “**Affected Creditor**” means any of the Affected Creditors, in each case only with respect to and to the extent of its Affected Creditor Claim.

“**Agent**” means 424187, in its capacity as the agent for the lenders under the Senior Secured Credit Agreement.

“**Allowed Secured Noteholder Claims**” means, collectively, all amounts due to the Secured Noteholders under the Secured Note Indenture, up to the Secured Noteholder Maximum Claim Amount in the aggregate.

“**Allowed Senior Secured Credit Agreement Claims**” means (i) the Coliseum Senior Secured Credit Agreement Claim and (ii) the 8028702 Senior Secured Credit Agreement Claim.

“**Amended and Restated Initial Order**” has the meaning given in the recitals to this Plan.

“**Anticipated Plan Implementation Date**” means the date to be selected by the Monitor, after consultation with the Plan Settlement Parties, that is ten (10) Business Days before the date on which the Monitor reasonably anticipates that the Plan Implementation Date will occur.

“**Applicable Law**” means any applicable law, statute, order, decree, consent decree, judgment, rule, regulation, ordinance or other pronouncement having the effect of law whether in Canada, the United States, or any other country, or any domestic or foreign state, county, province, city or other political subdivision or of any Governmental Entity.

“**Applicants**” means 1511419 Ontario Inc., formerly known as The Cash Store Financial Services, Inc., 1545688 Alberta Inc., formerly known as The Cash Store Inc., 986301 Alberta Inc., formerly known as TCS Cash Store Inc., 1152919 Alberta Inc., formerly known as Instaloes Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. formerly doing business as “The Title Store”, or any of them as applicable.

“**Asset Sales**” has the meaning given in the recitals to this Plan.

“**Beneficial Noteholder**” means a beneficial or entitlement holder of Secured Notes holding such Secured Notes in physical form on its own behalf or in a securities account with the Depository, a Depository participant or other securities intermediary, including for greater certainty, such Depository participant or other securities intermediary only if and to the extent such Depository participant or other securities intermediary holds Notes as principal and for its own account.

“**Bennett Mounteer**” means Bennett Mounteer LLP, solely in its capacity as class counsel for the Western Canada Consumer Class Action Class Members.

“**BIA**” means the *Bankruptcy and Insolvency Act*, R. S. C. 1985, c. B-3.

“**Business Day**” means a day, other than Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario.

“**Cancelled Senior Secured Credit Agreement Claim**” means the 424187 Senior Secured Credit Agreement Claim.

“**Cash On Hand**” means all available cash of the Applicants on the Plan Implementation Date, whether held by the Applicants or the Monitor.

“**CCAA**” has the meaning given in the recitals to this Plan.

“**CCAA Court**” has the meaning given in the recitals to this Plan.

“**CCAA Proceeding**” means the proceeding commenced by the Applicants under the CCAA on the Filing Date in the Ontario Superior Court of Justice (Commercial List) under court file number CV-14-10518-00CL.

“**Charges**” means, collectively, the Administration Charge, the Directors’ Charge, the TPL Charge, the DIP Priority Charge and the Directors’ Subordinated Charge.

“**Claim**” means any right or claim of any Person that may be asserted or made against any other Person, in whole or in part, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach, termination, disclaimer, rescission, assignment or repudiation of any contract, lease, cardholder agreement, service agreement, account agreement or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution or indemnity or otherwise with respect to any matter, action, grievance, cause or chose in action, whether existing at present or commenced in the future, and any interest accrued thereon or costs payable in respect thereof.

“**Class Action Claims**” means, collectively, the Consumer Class Action Claims and the Securities Class Action Claims, and “**Class Action Claim**” means any of them, as applicable.

“**Class Action Courts**” means, with respect to the Consumer Class Actions and the Securities Class Actions, the court of competent jurisdiction that is responsible for supervising the applicable Consumer Class Action or Securities Class Action, and “**Class Action Court**” means any of them, as applicable.

“**Class Action Plaintiffs**” means, collectively, the plaintiffs in the Class Actions.

“**Class Action Settlement Approval Orders**” means the Consumer Class Action Settlement Approval Orders and the Ontario Securities Class Action Settlement Approval Order.

“Class Actions” means, collectively, the Consumer Class Actions and the Securities Class Actions.

“Coliseum” means Coliseum Capital Management, LLC, and the funds that it manages, including without limitation, Coliseum Capital Partners, LP, Coliseum Capital Partners II, LP and Blackwell Partners, LLC, in its capacity as a Senior Secured Lender under the Senior Secured Credit Agreement.

“Coliseum Claims” means any right or claim of any Person that may be asserted or made in whole or in part against Coliseum, in any way relating to its relationship, business, affairs or dealings with any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement with the Applicants, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related person, or any right or ability of any person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Consumer Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that “Coliseum Claims” do not include any Non-Released Claims.

“Coliseum Plan Payment” has the meaning given in Section 4.1(a).

“Coliseum Senior Secured Credit Agreement Claim” means the \$5,000,000 loaned by Coliseum as a Senior Secured Lender under the Senior Secured Credit Agreement, plus Accrued Interest and any other amounts payable to Coliseum Capital Management, LLC pursuant to the Senior Secured Credit Agreement as of the Plan Implementation Date.

“Coliseum Settlement Payment” has the meaning given in Section 4.1(a).

“Collateral Agent” means Computershare Trust Company of Canada in its capacity as Collateral Agent under the Secured Note Indenture and the Collateral Documents (as defined in the Secured Note Indenture).

“Company Advisors” means Osler, Hoskin, & Harcourt LLP, in its capacity as legal advisor to the Applicants (and the CRO), and Rothschild Inc., in its capacity as financial advisor to the Applicants (and the CRO).

“Consumer Class Action Class Members” means the class members in the Consumer Class Actions.

“Consumer Class Action Claims” means, collectively, any and all rights or claims of any kind advanced or which may subsequently be advanced in the Consumer Class Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“Consumer Class Action Plaintiffs” means, collectively, the plaintiffs in the Consumer Class Actions.

“Consumer Class Action Settlement Approval Orders” means, collectively, Orders to be entered by the Class Action Courts supervising the Consumer Class Actions approving the Settlements as applicable to the Consumer Class Actions and the Consumer Class Action Claims.

“Consumer Class Actions” means, collectively, the Ontario Consumer Class Action and the Western Canada Consumer Class Actions, and **“Consumer Class Action”** means any of them, as applicable.

“CRO” means BlueTree Advisors Inc., as Chief Restructuring Officer of the Applicants by appointment of the Court under the Amended and Restated Initial Order.

“CRO Engagement Letter” means the engagement letter for the CRO dated April 14, 2014, as amended by a further letter dated July 17, 2014.

“D&O Claims” means any right or claim of any Person that may be asserted or made in whole or in part against any of the D&Os, in any way relating to its relationship, business, affairs or dealings with any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement with the Applicants, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related person, or any right or ability of any person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Estate D&O Action, the

Consumer Class Actions, the Securities Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that “D&O Claims” do not include any Non-Released Claims.

“D&O/Insurer Estate Action Settlement Amount” means the \$2,750,000 payable by the Insurers to the Applicants pursuant to section 39(c) of the D&O/Insurer Global Settlement Agreement and Sections 6.2(b) and 6.3(p) of this Plan in exchange for the D&O/Insurer Global Settlement Release as it relates to the settled Estate D&O Action.

“D&O/Insurer Global Settlement” means the settlement, as set forth in the D&O/Insurer Global Settlement Agreement, pursuant to which, among other things, (i) the claims asserted by the Securities Class Action Plaintiffs against the D&O defendants in the Securities Class Actions, (ii) the claims asserted by the Consumer Class Action Plaintiffs against the D&O defendants in the Consumer Class Actions and (iii) the claims asserted by the Applicants against the D&O defendants in the Estate D&O Action were settled among those parties in exchange for the settlement payments and releases set out in the D&O/Insurer Global Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

“D&O/Insurer Global Settlement Agreement” means the Settlement Agreement dated September 22, 2015 in respect of the D&O/Insurer Global Settlement as executed by the Securities Class Action Plaintiffs, the Consumer Class Action Plaintiffs, the D&O defendants in the Securities Class Actions, the D&O defendants in the Consumer Class Actions, the D&O defendants in the Estate D&O Action, a copy of which is appended as Schedule C to this Plan.

“D&O/Insurer Global Settlement Release” means the release contemplated by the D&O/Insurer Global Settlement Agreement and this Plan as it relates to the D&O Claims to be effected pursuant to the Plan, the Sanction Order and the applicable Class Action Settlement Approval Orders.

“D&O/Insurer Ontario Consumer Class Action Settlement Amount” means the \$1,437,500 payable by the Insurers pursuant to section 39(d) of the D&O/Insurer Global Settlement Agreement and Sections 6.2(b) and 6.3(r) of this Plan in exchange for the D&O/Insurer Global Settlement Release as it relates to the Ontario Consumer Class Action and the Ontario Consumer Class Action Claims.

“D&O/Insurer Securities Class Action Settlement Amount” means the \$13,779,167 payable by the Insurers pursuant to section 39(a) and 39(b) of the D&O/Insurer Global Settlement Agreement and Sections 6.2(b) and 6.3(q) of this Plan in exchange for the D&O/Insurer Global Settlement Release as it relates to the Securities Class Actions and the Securities Class Action Claims.

“D&O/Insurer Settlement Payment” means the total settlement payment of \$19,033,333 payable by the Insurers under the terms of the D&O/Insurer Global Settlement Agreement and Section 6.2(b) of this Plan in exchange for the D&O/Insurer Global Settlement Release.

“D&O/Insurer Western Canada Consumer Class Action Settlement Amount” means the \$1,066,666 payable by the Insurers pursuant to section 39(e) of the D&O/Insurer Global Settlement Agreement and Section 6.2(b) and 6.3(s) of this Plan in exchange for the D&O/Insurer Global Settlement Release as it relates to the Western Canada Consumer Class Action Claims.

“D&Os” means, collectively, all current and former Directors and Officers of the Applicants.

“Depository” means The Canadian Depository for Securities Ltd. or a successor as custodian for its participants, as applicable, and any nominee thereof.

“DIP Credit Facility” means the Amended and Restated Debtor-In-Possession Term Sheet dated as of May 20, 2014 between, among others, The Cash Store Financial Services Inc. and the lenders party thereto, as amended by an amending agreement dated as of August 7, 2014, an amending and waiver agreement dated September 29, 2014 and an amending agreement dated November 21, 2014.

“DIP Lenders” means the lenders party to the DIP Credit Facility.

“DIP Priority Charge” has the meaning given in paragraph 49 of the Amended and Restated Initial Order.

“DIP Repayment Amount” means the amount of \$6,000,000 necessary to satisfy any and all obligations of the Applicants that remain outstanding under the DIP Credit Facility as at the Plan Implementation Date, other than amounts for the reasonable fees and expenses of counsel to the DIP Lenders payable from the Expense Reimbursement.

“DirectCash” means, collectively, DirectCash Payments Inc., DirectCash Management Inc. (in its own capacity and as general partner of DirectCash ATM Processing Partnership, DirectCash ATM Management Partnership, and DirectCash Canada Limited Partnership), DirectCash ATM Processing Partnership, DirectCash ATM Management Partnership, DirectCash Canada Limited Partnership, DirectCash Bank, DirectCash Acquisition Corp, DirectCash Management UK Ltd., and DirectCash Management Australia Pty Ltd.

“DirectCash Claims” means any right or claim of any Person (including, without limitation, the Class Action Plaintiffs, Cash Store (as defined in the DirectCash Global Settlement Agreement) and any claims that could be brought on behalf of it by the Monitor, the CRO or by any of its representatives or affiliates (including, without limitation, The Cash Store Financial Limited (06773351), CSF Insurance Services Limited, The Cash Store Limited (06773354), The Cash Store Financial Corporation, The Cash Store Australia Holdings Inc. and The Cash Store Pty Ltd. (ACN107205612)) that may be asserted or made in whole or in part against any DirectCash Released Party, in any way relating to that Person’s relationship, business, affairs or dealings with Cash Store (as defined in the DirectCash Global Settlement Agreement) or DirectCash in respect of Cash Store (as defined in the DirectCash Global Settlement Agreement), whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of

duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the breach, termination, disclaimer, rescission, assignment or repudiation of any contract, lease, cardholder agreement, service agreement, account agreement or other agreement with Cash Store (as defined in the DirectCash Global Settlement Agreement) and/or their customers, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related Person, or any right or ability of any Person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Ontario Class Action, the Western Canada Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that notwithstanding anything else in the Plan, none of the DirectCash Released Parties shall be released pursuant to the Plan and/or the Sanction Order in respect of any claim by any Person that is commenced with leave of the CCAA Court and based on a final judgment that a plaintiff suffered damages as a direct result and solely as a result of such plaintiff's reliance on an express fraudulent misrepresentation made by a DirectCash director, officer or employee when such director, officer or employee had actual knowledge that the misrepresentation was false (any such claim being a "**DirectCash Non-Released Claim**"). .

"DirectCash Estate Action Settlement Amount" means the \$4,500,000 payable by DirectCash pursuant to section 5(a) of the DirectCash Global Settlement Agreement and Sections 6.2(a), 6.3(m) and 6.4(b)(i) of this Plan in exchange for the DirectCash Global Settlement Release as it relates to the Estate DirectCash Action.

"DirectCash Global Settlement" means the settlement reached among the Applicants, the Consumer Class Action Plaintiffs and DirectCash, as set forth in the DirectCash Global Settlement Agreement, pursuant to which, among other things, (i) the claims asserted by the Consumer Class Action Plaintiffs against DirectCash, (ii) the claims asserted by the Applicants against DirectCash and (iii) the claims asserted by DirectCash against the Applicants and the D&Os, were settled among those parties in exchange for the settlement payments and releases set out in the DirectCash Global Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

"DirectCash Global Settlement Agreement" means the Settlement Term Sheet dated September 20, 2015 in respect of the DirectCash Global Settlement as executed by the Applicants, the Consumer Class Action Plaintiffs and DirectCash, a copy of which is appended as Schedule B to this Plan.

“**DirectCash Global Settlement Release**” means the release contemplated by the DirectCash Global Settlement Agreement and this Plan as it relates to the DirectCash Claims to be effected pursuant to the Plan, the Sanction Order and the applicable Class Action Settlement Approval Orders.

“**DirectCash Ontario Consumer Class Action Settlement Amount**” means the \$6,150,000 payable by DirectCash pursuant to section 5(b) of the DirectCash Global Settlement Agreement and Sections 6.2(a), 6.3(n) and 6.4(b)(ii) of this Plan in exchange for the DirectCash Global Settlement Release as it relates to the Ontario Consumer Class Action and the Ontario Consumer Class Action Claims.

“**DirectCash Released Parties**” means, collectively, DirectCash and all of their respective present and former shareholders, parents, partners, partnerships, subsidiaries, affiliates and predecessors, and each of their present and former directors, officers, servants, agents, employees, insurers, contractors, consultants, and each of the successors and assigns of any of the foregoing, and each such Person is referred to individually as a “**DirectCash Released Party**”.

“**DirectCash Settlement Payment**” means the \$14,500,000 payable by DirectCash pursuant to the DirectCash Global Settlement Agreement and Section 6.2(a) and 6.4(a) of this Plan in exchange for the DirectCash Global Release.

“**DirectCash Western Canada Consumer Class Action Settlement Amount**” means the \$3,850,000 payable by DirectCash pursuant to section 5(c) of the DirectCash Global Settlement Agreement and Sections 6.2(a), 6.3(o) and 6.4(b)(iii) of this Plan in exchange for the DirectCash Global Settlement Release as it relates to the Western Canada Consumer Class Actions and the Western Canada Consumer Class Action Claims.

“**Directors**” means, collectively, any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any of the Applicants, and any such Person is referred to individually as a “**Director**”.

“**Directors’ Charge**” has the meaning given in paragraph 28 of the Amended and Restated Initial Order.

“**Directors’ Subordinated Charge**” has the meaning given in paragraph 53 of the Amended and Restated Initial Order.

“**Distribution Record Date**” means the Plan Implementation Date, or such other date as the Applicants, the Monitor and the Ad Hoc Committee may agree, each acting reasonably.

“**Effective Time**” means 8:00 a.m. (Toronto time) on the Plan Implementation Date or such other time on such date as the Applicants, the Monitor and the Ad Hoc Committee may agree, each acting reasonably.

“**Estate Action Claims**” means, collectively, any and all rights or claims of any kind advanced or which may subsequently be advanced by the Applicants, the CRO, the Litigation Counsel or

the Litigation Trustee on behalf of the Applicants in the Estate Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“Estate Action Litigation Proceeds” means any settlement or litigation proceeds that may be realized in respect of the Remaining Estate Actions.

“Estate Actions” means, collectively, (i) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Canaccord Genuity Inc. in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10773-00CL, (ii) the Estate TPL Action, (iii) the Estate D&O Action, (iv) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against KPMG LLP in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10771-00CL, (v) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Cassels Brock & Blackwell LLP in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10774-00CL, (vi) the Estate DirectCash Action and (vii) any and all rights or claims of any kind which may subsequently be advanced by the Applicants, the CRO, the Litigation Counsel or the Litigation Trustee on behalf of the Applicants against any Person or party, other than the Released Parties, in the Estate Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“Estate DirectCash Action” means the proceeding commenced by the plaintiffs, 1511419 Ontario Inc. (former The Cash Store Financial Services Inc.), 1545688 Alberta Inc. (formerly The Cash Store Inc.) and 1152919 Alberta Inc. (formerly Instaloes Inc.) against DirectCash Bank, DirectCash Payments Inc., DirectCash Management Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership and DirectCash ATM Management Partnership in the Ontario Superior Court of Justice (Commercial List) on July 2, 2015, Court File No. CV-15-531577.

“Estate D&O Action” means the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc., against Gordon Reykdal, William Dunn, Edward McClelland, J. Albert Mondor, Rob Chicoyne, Robert Gibson, Michael Shaw, Barret Reykdal, S. William Johnson, Nancy Bland, Cameron Schiffner and Michael Thompson in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10772-00CL.

“Estate TPL Action” means the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Tramor Annuity Focus Limited Partnership, Tramor Annuity Focus Limited Partnership #2, Tramor Annuity Focus Limited Partnership #3, Tramor Annuity Focus Limited Partnership #4, Tramor Annuity Focus Limited Partnership #6, 367463 Alberta Ltd., 0678786 BC Ltd., Bridgeview Financial Corp., Inter-Pro Property Corporation (USA), Omni Ventures Ltd., FSC Abel Financial Inc., L-Gen Management Inc., Randy Schiffner and Slade Schiffner in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10770-00CL.

“Excluded Persons” means the Securities Class Action Defendants, their past and present subsidiaries, affiliates, officers, directors, senior employees, partners, legal representatives, heirs, predecessors, successors and assigns, and any individual who is an immediate member of the family of an individual Securities Class Action Defendant.

“Expense Reimbursement” means the reasonable fees and expenses of the CRO, counsel to the CRO, the Monitor, counsel to the Monitor, counsel to the DIP Lenders, counsel to the Ad Hoc Committee, the Indenture Trustee and counsel to the Indenture Trustee, in each case up to the Plan Implementation Date, which shall be paid on the Plan Implementation Date from the Cash on Hand pursuant to Section 6.4(d) of this Plan.

“February 2014 Parties” means the CCRO (as defined in the Amended and Restated Initial Order) and the special committee of independent directors formed by the Applicants on February 19, 2014.

“Filing Date” has the meaning given in the recitals to this Plan.

“Final DirectCash Settlement Payment” has the meaning given in Section 6.4(a).

“First DirectCash Estate Action Settlement Payment” means the \$2,975,750 (being \$3,725,000 less the \$749,250 to be paid to Litigation Counsel in respect of the fees and expenses of Litigation Counsel incurred in prosecuting and settling the Estate DirectCash Action pursuant to Section 6.3(l) of this Plan) portion of the DirectCash Estate Action Settlement Amount to be paid to the Indenture Trustee, for distribution to the Secured Noteholders, pursuant to Section 6.3(m) of this Plan.

“First DirectCash Ontario Consumer Class Action Settlement Payment” means the \$5,087,500 portion of the DirectCash Ontario Consumer Class Action Settlement Amount to be paid to Harrison Pensa, in trust for the Ontario Consumer Class Action Class Members, pursuant to Section 6.3(n) of this Plan.

“First DirectCash Western Canada Consumer Class Action Settlement Payment” means the \$3,187,500 portion of the DirectCash Western Canada Consumer Class Action Settlement Amount to be paid Bennett Mounter, in trust for the Western Canada Consumer Class Action Class Members, pursuant to Section 6.3(o) of this Plan.

“Goodmans” means Goodmans LLP, solely in its capacity as legal counsel to the Ad Hoc Committee.

“Governmental Entity” means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, Crown corporation, court, board, tribunal or dispute settlement panel or other law, rule or regulation-making organization or entity: (i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or (ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

“Harrison Pensa” means Harrison Pensa, LLP, solely in its capacity as representative counsel for the Ontario Consumer Class Action Class Members pursuant to the Order entered in the CCAA Proceeding dated June 16, 2014.

“Indenture Trustee” means, collectively, Computershare Trust Company, N.A., as U.S. trustee under the Secured Note Indenture, and Computershare Trust Company of Canada, as Canadian trustee and collateral agent under the Secured Note Indenture.

“Initial DirectCash Settlement Payment” has the meaning given in Section 6.2(a).

“Insurance Policies” means, collectively, the following insurance policies, as well as any other insurance policy pursuant to which the Applicants or any D&Os are or may be insured: (i) ACE INA Insurance Policy No. DO025454; (ii) Certain Underwriters at Lloyd’s Insurance Policy No. DY967983, (iii) Royal & Sun Alliance Insurance Company of Canada Insurance Policy No. 9500807, and (iv) AXIS Reinsurance Company (Canadian Branch) Insurance Policy No. CTS768993/01/2012, and **“Insurance Policy”** means any of the Insurance Policies.

“Insurers” means (i) ACE INA Insurance, (ii) Certain Underwriters at Lloyd’s subscribing to Policy No. DY967983, (iii) Royal & Sun Alliance Insurance Company of Canada, and (iv) AXIS Reinsurance Company (Canadian Branch), in each case in respect of their respective Insurance Policy, and **“Insurer”** means any of the Insurers.

“Litigation Counsel” means the litigation counsel retained by the Applicants for purposes of pursuing the Estate Actions on the terms and conditions set forth in Schedule E to this Plan.

“Litigation Counsel Retainer” means the terms for the retention of Litigation Counsel, as approved pursuant to the Order of the CCAA Court dated December 1, 2014, a copy of which is appended as Schedule E to this Plan, as such terms may be amended with the consent of the Monitor, the Ad Hoc Committee, Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

“Litigation Funding and Indemnity Reserve” means the cash reserve to be established by the Applicants, on behalf of the Secured Noteholders, on the Plan Implementation Date in an amount satisfactory to the Applicants, the Litigation Trustee, the Litigation Counsel, the Monitor and the Ad Hoc Committee, which cash reserve shall be (i) maintained and administered by the Monitor in connection with the prosecution of the Remaining Estate Actions in accordance with the Litigation Funding Indemnity Reserve Agreement and (ii) otherwise held in trust for the Secured Noteholders and contributed to Subsequent Cash on Hand to be distributed in accordance with Section 6.4(d) of this Plan.

“Litigation Funding and Indemnity Reserve Agreement” means the agreement to be entered into prior to the Plan Implementation Date among the Applicants, the Monitor, the Litigation Counsel and the proposed Litigation Trustee, with the consent of the Ad Hoc Committee, for the efficient administration of the Litigation Funding and Indemnity Reserve.

“Litigation Trustee” means the individual designated to serve, with the consent of the Litigation Counsel and the Ad Hoc Committee, as the litigation trustee in respect of, and on behalf of the Applicants, as named and appointed under the Sanction Order.

“Litigation Trustee Retainer” means the terms and conditions for the retention of the Litigation Trustee, as the same may be agreed to among the Applicants, the Litigation Counsel and the Ad

Hoc Committee, and as the same may be amended with the consent of the Ad Hoc Committee, the Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

“McCann Entity Claims” means any right or claim of any Person that may be asserted or made in whole or in part against any of the McCann Entities, in any way relating to its relationship, business, affairs or dealings with any of the Applicants, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the termination, disclaimer, rescission, assignment or repudiation of any contract, lease or other agreement with the Applicants, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related person, or any right or ability of any person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Consumer Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that “McCann Entity Claims” do not include any Non-Released Claims.

“McCann Entities” means, collectively, 8028702, 0678786 B.C. Ltd, any of their affiliated entities, and J. Murray McCann in his personal capacity as a director or officer of any of the McCann Entities.

“Meetings” means each meeting of Affected Creditors, and any adjournment or extension thereof, that is called and conducted in accordance with the Meetings Order for the purpose of considering and voting on the Plan.

“Meetings Order” has the meaning given in the recitals to this Plan.

“Monitor” means FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of the Applicants in the CCAA Proceeding.

“Monitor’s Distribution Account” means an interest-bearing account to be established by the Monitor for purposes of holding the Settlement Payments in escrow pending the Plan Implementation Date, and in trust for the beneficiaries thereof upon the Plan Implementation Date.

“Monitor’s Post-Implementation Reserve” means the cash reserve to be established on the Plan Implementation Date in the amount of \$775,000 (or such other amount as may be agreed by the Applicants, the Monitor and the Ad Hoc Committee in advance of the Plan Implementation Date, or the Monitor and the Ad Hoc Committee after the Plan Implementation Date), which cash reserve shall be maintained and administered by the Monitor for the purpose of paying the costs and expenses of the Applicants and administering the Applicants and the Plan, as necessary, from and after the Plan Implementation Date, including with respect to payment of the reasonable professional fees and expenses of (i) the Monitor, (ii) counsel to the Monitor, (iii) Goodmans as counsel to the Ad Hoc Committee, (iv) U.S. counsel to the Monitor in connection with obtaining the U.S. recognition order, (v) the Indenture Trustee and (vi) counsel to the Indenture Trustee, that are in each case required and reasonably incurred after the Plan Implementation Date in connection with the administration of the Applicants and the administration and implementation of the Plan.

“Monitor’s Remaining Defendant Settlement Certificate” has the meaning given in Section 10.2(a).

“Net Cash On Hand” means all Cash On Hand, less the amounts required in respect of the: (i) Monitor’s Post-Implementation Reserve, (ii) Litigation Funding and Indemnity Reserve, (iii) Expense Reimbursement, (iv) DIP Repayment Amount, (v) Coliseum Plan Payment, (vi) Coliseum Settlement Payment, (vii) 8028702 Plan Payment, (viii) 8028702 Settlement Payment and (ix) the Segregated Cash.

“Net D&O/Insurer Securities Class Action Settlement Proceeds for Certain Holders of Secured Notes” means the amount of \$8,904,167 of settlement proceeds realized in respect of the Securities Class Action Claims against the Applicants and the D&Os in respect of the Secured Notes that were settled pursuant to the D&O/Insurer Global Settlement, as available to certain holders of the Secured Notes at the relevant times pursuant to the terms of the Plan of Allocation, less the deduction of the Securities Class Action Fees and any other disbursements, payments or expenses approved by the Class Action Court supervising the Ontario Securities Class Action.

“Net Estate DirectCash Action Settlement Proceeds” means the amount of \$4,500,000 of settlement proceeds realized by the Applicants in respect of the Estate DirectCash Action that was settled pursuant to the DirectCash Global Settlement, less \$749,250 to be paid to Litigation Counsel in respect of the fees and expenses of Litigation Counsel incurred in prosecuting and settling the Estate DirectCash Action.

“Net Subsequent Litigation Proceeds” means any settlement or litigation proceeds that may from time to time be realized in respect of the Remaining Estate Actions, after payment of (i) the fees and expenses of Litigation Counsel pursuant to the terms of the Litigation Counsel Retainer, (ii) the fees and expenses of the Litigation Trustee pursuant to the terms of the Litigation Trustee Retainer and (iii) the cost of any alternate litigation funding arrangements as contemplated by paragraph 17 of the Litigation Counsel Retainer.

“Net Subsequent Litigation Proceeds for Consumer Class Action Class Members” has the meaning given in Section 4.3(a)(iv) of this Plan.

“Net Subsequent Litigation Proceeds for Secured Noteholders” means any settlement or litigation proceeds that may from time to time be realized in respect of the Remaining Estate Actions, after payment of (i) the fees and expenses of Litigation Counsel pursuant to the terms of the Litigation Counsel Retainer, (ii) the fees and expenses of the Litigation Trustee pursuant to the terms of the Litigation Trustee Retainer, and (iii) the Net Subsequent Litigation Proceeds for Consumer Class Action Class Members.

“Non-Released Claims” means (i) any Claim against the Applicants, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, against any Person that is not permitted to be compromised under section 19(2) of the CCAA, (ii) any D&O Claim, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, that is not permitted to be compromised pursuant to section 5.1(2) of the CCAA, (iii) any Claim, brought with leave of the Court, by a Person who is not a party to or bound by the D&O/Insurer Global Settlement Agreement or the DirectCash Global Settlement Agreement, that is based on a final judgment that a plaintiff suffered damages as a direct result, and solely as a result, of such plaintiff’s reliance on an express fraudulent misrepresentation made by the D&Os, the McCann Entities, or by any DirectCash director, officer or employee, when any such person had actual knowledge that the misrepresentation was false, (iv) any D&O Claim, brought with leave of the Court, by any of the Third Party Lenders (other than any of the McCann Entities) against any of the D&Os (other than the February 2014 Parties); and (v) any Direct Cash Non-Released Claim;

“Noteholder Advisors” means Goodmans and Houlihan Lokey, Howard & Zukin Capital, Inc., solely in its capacity as financial advisor to the Ad Hoc Committee.

“Officers” means, collectively, any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer or *de facto* officer of any of the Applicants, and any such Person is referred to individually as an **“Officer”**.

“Ontario Consumer Class Action” means the Ontario consumer class action proceeding styled as *Yeoman v. The Cash Store Financial et. al.* (Ontario Superior Court of Justice, Action No. 7908/12 CP); *Timothy Yeoman v. Gordon J Reykdal, et al.* (Ontario Superior Court of Justice, Court File No. 4171/14); and/or *Ronald Payne and Timothy Yeoman v. Trimor Annuity Focus Limited Partnership, et al.* (Ontario Superior Court Action No. 4172/14), as amended pursuant to section 17 of the D&O/Insurer Global Settlement Agreement.

“Ontario Consumer Class Action Class Members” means the class members in the Ontario Consumer Class Action.

“Ontario Consumer Class Action Claims” means, collectively, any and all Claims which may subsequently be advanced in the Ontario Consumer Class Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“Ontario Consumer Class Action Plaintiff” means the plaintiff in the Ontario Consumer Class Action.

“Ontario Securities Class Action” means the Ontario securities class action proceeding styled as *Fortier v. The Cash Store Financial Services, Inc., et al.* (Ontario Superior Court of Justice, Court File No. CV-13-481943-00CP).

“Ontario Securities Class Action Plaintiff” means the plaintiff in the Ontario Securities Class Action.

“Ontario Securities Class Action Settlement Approval Order” means the Order to be entered by the Class Action Court supervising the Ontario Securities Class Action, substantially in the form appended to the D&O/Insurer Global Settlement Agreement.

“Order” means any order of a Court made in connection with the CCAA Proceeding, this Plan, the Class Actions or the Settlements.

“Permitted Continuing Retainer” has the meaning given in Section 6.3(c).

“Person” means any individual, sole proprietorship, limited or unlimited liability corporation, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, body corporate, joint venture, trust, pension fund, union, Governmental Entity, and a natural person including in such person’s capacity as trustee, heir, beneficiary, executor, administrator or other legal representative.

“Plan” means this Plan of Compromise and Arrangement (including all schedules hereto) filed by the Applicants pursuant to the CCAA, as it may be further amended, supplemented or restated from time to time in accordance with the terms of this Plan or any Order.

“Plan Implementation Date” means the Business Day on which this Plan becomes effective, which shall be the Business Day on which all of the conditions precedent set forth in Section 9.1 have been satisfied or waived, or such subsequent date as the Applicants, the Monitor and the Ad Hoc Committee may agree, each acting reasonably.

“Plan of Allocation” means the plan for distributing the D&O/Insurer Securities Class Action Settlement Amount, including distribution of the Net D&O/Insurer Securities Class Action Settlement Proceeds for Certain Holders of the Secured Notes, which shall be presented to the Class Action Court supervising the Ontario Securities Class Action for approval substantially in the form appended as Schedule D to this Plan.

“Plan Settlement Parties” means, collectively, the Applicants and the CRO (as represented by Osler, Hoskin & Harcourt LLP), the Securities Class Action Plaintiffs (as represented by Siskinds), the Ontario Consumer Class Action Plaintiff (as represented by Harrison Pensa), the Western Canada Consumer Class Action Plaintiffs (as represented by Bennett Mounter), DirectCash (as represented by Dentons LLP), the D&Os and the Insurers (notice to be provided, for purposes of this Plan, to Lenczner Slaght Royce Smith Griffin LLP and Blake, Cassels & Graydon LLP) and the D&Os, and to the extent otherwise involved in the Settlements, the Insurers (notice to be provided, for purposes of this Plan, to Lenczner Slaght Royce Smith Griffin LLP and Blake, Cassels & Graydon LLP), the Monitor, the Ad Hoc Committee and Litigation Counsel, and each such Person is referred to individually as a **“Plan Settlement Party”**.

“Priority Motion” means the motion filed in the CCAA Proceeding dated April 30, 2015 pursuant to which the Ontario Consumer Class Action Plaintiff asserted various priority claims (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants, their assets and the recoveries available for the secured creditors of the Applicants (including the Senior Secured Lenders and the Secured Noteholders).

“Priority Motion Costs Amount” means \$150,000 payable to Harrison Pensa as counsel to the Ontario Consumer Class Action Plaintiff by the Applicants, on behalf of the Secured Noteholders, Coliseum and 8028702, pursuant to section 5 of the Priority Motion Settlement Agreement and Sections 6.3(f)(ii), 6.3(h)(ii) and 6.3(i)(ii) of this Plan.

“Priority Motion Settlement” means the settlement reached among the Applicants, the Consumer Class Action Plaintiffs, Coliseum, 8028702 and its affiliates, and the Ad Hoc Committee, as set forth in the Priority Motion Settlement Agreement, pursuant to which, among other things, (i) the claims asserted by the Ontario Consumer Class Action Plaintiff (which claims were subsequently supported by the Western Canada Consumer Class Action Plaintiffs) against the Applicants, their assets and the recoveries available for the secured creditors of the Applicants (including the Senior Secured Lenders and the Secured Noteholders) and (ii) the claims asserted by certain of the Consumer Class Action Plaintiffs against certain of the Senior Secured Lenders, were all agreed to be settled among those parties in exchange for the settlement payments and releases set out in the Priority Motion Settlement Agreement and this Plan, with the concurrence of the Monitor and the Ad Hoc Committee.

“Priority Motion Settlement Agreement” means the Settlement Term Sheet dated June 19, 2015 in respect of the Priority Motion Settlement as executed by the Applicants, the Class Action Plaintiffs, Coliseum, 8028702 and its affiliates, and the Ad Hoc Committee, a copy of which is appended as Schedule A to this Plan.

“Priority Motion Settlement Amount” means the \$1,450,000 payable to the Consumer Class Action Class Members by the Applicants, on behalf of the Secured Noteholders, Coliseum and 8028702, pursuant to section 1 of the Priority Motion Settlement Agreement and by way of the Coliseum Settlement Payment, the 8028702 Settlement Payment and the Secured Noteholder Settlement Payment, payable pursuant to Sections 6.3(f), 6.3(h) and 6.3(i) of this Plan, respectively, which amount shall be allocated among the Consumer Class Actions as follows: (i) \$250,000 shall be allocated to the Ontario Consumer Class Action in respect of the settlement reached between the Ontario Consumer Class Action Plaintiff and the McCann Entities under, and in accordance with, section 1(b) of the Priority Motion Settlement; (ii) \$150,000 shall be allocated to Harrison Pensa in respect of its out-of-pocket expenses incurred in connection with the Priority Motion Settlement; and (iii) the remaining \$1,050,000 of which shall be allocated 50% to the Ontario Consumer Class Action and 50% to the Western Canada Consumer Class Actions.

“Pro-Rata” means with respect to any Secured Noteholder in relation to all Secured Noteholders, the proportion of (i) the principal amount of Secured Notes beneficially owned by such Secured Noteholder as of the Distribution Record Date, in relation to (ii) the aggregate principal amount of all Secured Notes outstanding as of the Distribution Record Date.

“Released Claims” means, collectively, all of the Claims released in accordance with Section 7.1.

“Released Parties” means, collectively, those Persons released pursuant to or in accordance with Article 7 hereof, but only to the extent so released, and each such Person is referred to individually as a **“Released Party”**; provided that, “Released Party” and “Released Parties” shall include any Remaining Defendant in respect of whom a Remaining Defendant Settlement Certificate has been delivered pursuant to Article 10 of this Plan.

“Remaining Defendant” means any of the defendants in the Remaining Estate Actions, and **“Remaining Defendants”** means all of them collectively.

“Remaining Defendant Claims” means any set-off claims or counterclaims brought by the Remaining Defendants, or any of them, in any action commenced against such Remaining Defendants by a D&O or a D&O’s insurer to the maximum of the quantum of liability assessed against the Remaining Defendants in such action, if any, and claims for legal costs against the D&Os in respect of any action commenced against such Remaining Defendants by a D&O or a D&O’s insurer.

“Remaining Defendant Release” means a release of any applicable Remaining Defendant agreed to pursuant to a Remaining Defendant Settlement and approved pursuant to a Remaining Defendant Settlement Order, provided that each such release must be acceptable to the Monitor, the Ad Hoc Committee, the Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

“Remaining Defendant Settlement” means a binding settlement between any applicable Remaining Defendant and the Applicants as plaintiffs in the applicable Estate Action, provided that, each such settlement must be acceptable to the Monitor, the Ad Hoc Committee, the Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

“Remaining Defendant Settlement Order” means an Order of the CCAA Court approving a Remaining Defendant Settlement in form and in substance satisfactory to the applicable Remaining Defendant, the Monitor, the Ad Hoc Committee, the Litigation Counsel and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably.

“Remaining Estate Actions” means, collectively, (i) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Canaccord Genuity Inc. in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10773-00CL, (ii) the Estate TPL Action, as amended pursuant to Section 9.1(m) of this Plan, (iii) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against KPMG LLP in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10771-00CL, (iv) the proceedings commenced by the plaintiff, The Cash Store Financial Services Inc. against Cassels Brock & Blackwell LLP in the Ontario Superior Court of Justice (Commercial List) on November 27, 2014, Court File No. CV-14-10774-00CL,

and (v) any and all rights or claims of any kind which may subsequently be advanced by the Applicants or the Litigation Trustee on behalf of the Applicants against any person or party, other than the Released Parties, in the Estate Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“Remaining Segregated Cash” means any and all portions of the Segregated Cash that may be returned to the Applicants pursuant to the terms and conditions of the Priority Motion Settlement Agreement and further Order of the CCAA Court as contemplated thereby.

“Required Majority” means, for each Affected Creditor Class, a majority in number of the Affected Creditors for that Class, and two-thirds in value of the claims held by such Affected Creditors in that Class, in each case who vote (in person or by proxy) on the Plan at the Meeting.

“Sanction Date” means the date that the Sanction Order is granted by the Court.

“Sanction Order” means the Order of the CCAA Court sanctioning and approving this Plan.

“Second DirectCash Estate Action Settlement Payment” means the \$775,000 portion of the DirectCash Estate Action Settlement Amount to be paid to the Indenture Trustee, for distribution to the Secured Noteholders, pursuant to Section 6.4(b)(i) of this Plan.

“Second DirectCash Ontario Consumer Class Action Settlement Payment” means the \$1,062,500 portion of the DirectCash Ontario Consumer Class Action Settlement Amount to be paid to Harrison Pensa, in trust for the Ontario Consumer Class Action Class Members, pursuant to Section 6.4(b)(ii) of this Plan.

“Second DirectCash Western Canada Consumer Class Action Settlement Payment” means the \$662,500 portion of the DirectCash Western Canada Consumer Class Action Settlement Amount to be paid to Bennett Munteer, in trust for the Western Canada Consumer Class Action Class Members, pursuant to Section 6.4(b)(iii) of this Plan.

“Secured Note Indenture” means the secured note indenture dated as of January 31, 2012, by and between The Cash Store Financial Services Inc., the entities listed as guarantors therein, Computershare Trust Company, N.A., as U.S. Trustee, and Computershare Trust Company of Canada, as Canadian Trustee and Collateral Agent, as amended, modified or supplemented.

“Secured Noteholder Claim” means a claim by a Secured Noteholder (or a trustee or other representative on the Noteholder’s behalf) in respect of principal and Accrued Interest payable to such Secured Noteholder pursuant to such Secured Notes or the Secured Note Indenture, and **“Secured Noteholder Claims”** means all such claims collectively and in the aggregate.

“Secured Noteholder Maximum Claim Amount” means the full amount of principal, interest, fees and expenses due in respect of the Secured Notes and the Secured Note Indenture up to the Plan Implementation Date.

“Secured Noteholder Plan Payment” has the meaning given in Section 4.2(a).

“Secured Noteholder Settlement Payment” has the meaning given in Section 4.2(a).

“**Secured Noteholders**” means, collectively, the beneficial owners of Secured Notes as of the Distribution Record Date and, as the context requires, the registered holders of Secured Notes as of the Distribution Record Date, and “**Secured Noteholder**” means any one of the Secured Noteholders.

“**Secured Notes**” means the aggregate principal amount of US\$132,500,000 of 11.50% Senior Secured Notes Due 2017 issued pursuant to the Secured Note Indenture.

“**Securities Class Action Claims**” means, collectively, any and all rights or claims of any kind advanced or which may subsequently be advanced in the Securities Class Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“**Securities Class Action Class Members**” means all Persons, wherever they may reside or be domiciled, who acquired securities of The Cash Store Financial Services Inc. (including the Secured Notes) from November 24, 2010 through to February 13, 2014, inclusive, except the Excluded Persons.

“**Securities Class Action Defendants**” means the defendants in the Securities Class Actions.

“**Securities Class Action Fees**” means the reasonable fees and expenses (including taxes) of Siskinds LLP, Kirby McInerney LLP, Hoffner PLLC, Goodmans LLP and Paul Hastings LLP payable pursuant to the terms and conditions of the D&O/Insurer Global Settlement Agreement, as the same may be approved and awarded by the Class Action Court supervising the Ontario Securities Class Action.

“**Securities Class Action Plaintiffs**” means the plaintiffs in the Securities Class Actions.

“**Securities Class Actions**” means, collectively, the following proceedings: (i) *Fortier v. The Cash Store Financial Services, Inc. et al.*, Ontario Superior Court of Justice, Court File No. CV-13-481943-00CP; (ii) *Globis Capital Partners, L.P. v. The Cash Store Financial Services Inc. et al.*, Southern District of New York, Case 13 Civ. 3385 (VM); (iii) *Hughes v. The Cash Store Financial Services, Inc. et al.*, Alberta Court of Queen’s Bench, Court File No. 1303 07837; and (iv) *Dessis v. The Cash Store Financial Services, Inc. et al.*, Quebec Superior Court, No: 200-06-000165-137.

“**Segregated Cash**” means the cash designated by the Monitor as “Ontario Restricted Cash” in the amount of \$1,927,959 in respect of amounts that the Monitor reports were collected by the Applicants after February 12, 2014 and which may represent costs of borrowing.

“**Senior Secured Credit Agreement**” means the senior secured credit agreement dated November 29, 2013, by and between The Cash Store Financial Services Inc., as borrower, the entities listed as guarantors therein, Coliseum Capital Management, LLC as a Senior Secured Lender thereunder, 8028702 as a Senior Secured Lender thereunder, 424187 as a Senior Secured Lender thereunder, and 424187, as Agent thereunder.

“**Senior Secured Credit Agreement Claim**” means a claim by a Senior Secured Lender (or the Agent or other representative on the Senior Secured Lender’s behalf) in respect of principal and Accrued Interest and any other amounts payable to such Senior Secured Lender pursuant to the

Senior Secured Credit Agreement, and “**Senior Secured Credit Agreement Claims**” means all such claims collectively and in the aggregate.

“**Senior Secured Lenders**” means, collectively, Coliseum, 8028702 and 424187, in their capacities as lenders under the Senior Secured Credit Agreement, and “**Senior Secured Lender**” means any one of them in such capacity.

“**Service List**” means the service list for the CCAA Proceeding, as maintained by the Monitor and posted on the Website.

“**Settlement Approval Notices**” means the form of settlement approval notices to be issued in the Class Actions regarding the Settlements.

“**Settlement Payments**” means, collectively, the DirectCash Settlement Payment, the D&O/Insurer Settlement Payment and the Priority Motion Settlement Amount.

“**Settlements**” means, collectively, the Priority Motion Settlement, the DirectCash Settlement and the D&O/Insurer Global Settlement.

“**Siskinds**” means Siskinds LLP, solely in its capacity as representative counsel for the Securities Class Action Class Members, pursuant to the Representation and Notice Approval Order entered in the CCAA Proceedings on September 30, 2015.

“**Subsequent Cash On Hand**” means any and all available cash of the Applicants, whether held by the Applicants or the Monitor, after the Effective Time, whether received by the Applicants or the Monitor, as the case may be, in the form of Net Subsequent Litigation Proceeds, tax refunds, Remaining Segregated Cash, Undeliverable Distributions or otherwise, and excluding any amounts held in (and added to) the Monitor’s Post-Implementation Reserve and the Litigation Funding and Indemnity Reserve, unless and until any such amounts are released from any of those reserves in accordance with Section 6.4(d) of this Plan.

“**Subsequent Distribution**” has the meaning given in Section 6.4(d).

“**Subsequent Distribution Date**” means the date on which any distribution of Subsequent Cash On Hand is made by the Monitor pursuant to Section 6.4(d).

“**tax**” or “**taxes**” means any and all federal, provincial, municipal, local and foreign taxes, assessments, reassessments and other governmental charges, duties, impositions and liabilities including for greater certainty taxes based upon or measured by reference to income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, all license, franchise and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions, together with all interest, penalties, fines and additions with respect to such amounts.

“**Tax Act**” means the *Income Tax Act* (Canada) and the *Income Tax Regulations*, in each case as amended from time to time.

“**Taxing Authorities**” means any one of Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada and any political subdivision thereof, any similar revenue or taxing authority of the United States or other foreign state and any political subdivision thereof, and any Canadian, United States or other government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation-making entity exercising taxing authority or power, and “**Taxing Authority**” means any one of the Taxing Authorities.

“**Third Party Lenders**” means, collectively, Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #6, 367463 Alberta Ltd., 0678786 BC Ltd., Bridgeview Financial Corp., Inter-Pro Property Corporation (USA), Omni Ventures Ltd., FSC Abel Financial Inc., L-Gen Management Inc, Assistive Financial Corp., any other third party lender of the Applicants pursuant to a broker agreement or agreement analogous to a broker agreement, and any beneficial or entitlement holder of any of the foregoing, and “**Third Party Lender**” means any of them in such capacity.

“**TPL Charge**” has the meaning given in paragraph 30 of the Amended and Restated Initial Order.

“**Unaffected Claim**” means any and all Claims other than the Senior Secured Credit Agreement Claims, the Secured Noteholder Claims and the Released Claims, including without limitation:

- (a) any Claim secured by any of the Charges; and
- (d) any and all unsecured Claims except to the extent that such Claims are Released Claims.

“**Unaffected Creditor**” means a Person who has an Unaffected Claim, but only in respect of and to the extent of such Unaffected Claim.

“**Undeliverable Distribution**” has the meaning given in Section 5.3.

“**U.S. Recognition Order**” has the meaning given in Section 5.9.

“**Website**” means the website maintained by the Monitor in respect of the CCAA Proceeding at the following web address: <http://cfcanda.fticonsulting.com/cashstorefinancial/>.

“**Western Canada Consumer Class Action Class Members**” means the class members in the Western Canada Consumer Class Actions.

“**Western Canada Consumer Class Action Claims**” means, collectively, any Claims which may subsequently be advanced in the Western Canada Consumer Class Actions or in any other similar proceeding, whether a class action proceeding or otherwise.

“**Western Canada Consumer Class Action Plaintiffs**” means, collectively, the plaintiffs in the Western Canada Consumer Class Actions.

“**Western Canada Consumer Class Actions**” means, collectively, the following class action proceedings: (i) *Stewart v. DirectCash Payments Inc. et al*, Supreme Court of British Columbia, Vancouver Reg. No. S154924, (ii) *Stewart v. The Cash Store Financial Services Inc. et al*, Supreme Court of British Columbia, Vancouver Reg. No. S126361, (iii) *Tschritter et al. v. The Cash Store Financial Services Inc. et al.* Alberta Court of Queen’s Bench, Calgary Reg. No. 0301-16243, (iv) *Efthimiou v. The Cash Store Financial Services Inc. et al*, Alberta Court of Queen’s Bench, Calgary Reg. No. 1201-118160, (v) *Meeking v The Cash Store Inc. et al*, Manitoba Court of Queen’s Bench, Winnipeg Reg. No. C1110-01-66061, (vi) *Rehill v The Cash Store Financial Services Inc. et al.*, Manitoba Court of Queen’s Bench, Winnipeg Reg. No. C112-01-80578 and (vii) *Ironbow v. The Cash Store Financial Services Inc. et al.*, Saskatoon Reg. No. 1453.

“**424187**” means 424187 Alberta Ltd.

“**424187 Senior Secured Credit Agreement Claim**” means the \$2,000,000 loaned by 424187, as a Senior Secured Lender under the Senior Secured Credit Agreement, plus Accrued Interest.

“**8028702**” means 8028702 Canada Inc.

“**8028702 Plan Payment**” has the meaning given in Section 4.1(b).

“**8028702 Senior Secured Credit Agreement Claim**” means the \$5,000,000 loaned by 8028702, as a Senior Secured Lender under the Senior Secured Credit Agreement, plus Accrued Interest and any other amounts payable to 8028702 pursuant to the Senior Secured Credit Agreement as of the Plan Implementation Date.

“**8028702 Settlement Payment**” has the meaning given in Section 4.1(b).

1.2 Certain Rules of Interpretation

For purposes of this Plan:

- (a) any reference in the Plan to an Order, agreement, contract, instrument, indenture, release, exhibit or other document means such Order, agreement, contract, instrument, indenture, release, exhibit or other document as it may have been or may be validly amended, modified or supplemented;
- (b) the division of the Plan into “articles” and “sections” and the insertion of a table of contents are for convenience of reference only and do not affect the construction or interpretation of the Plan, nor are the descriptive headings of

“articles” and “sections” intended as complete or accurate descriptions of the content thereof;

- (c) unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, and words importing any gender shall include all genders;
- (d) the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation, but rather shall mean “includes but is not limited to” and “including but not limited to” so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive;
- (e) unless otherwise specified, all references to time herein and in any document issued pursuant hereto mean local time in Toronto, Ontario and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (Toronto time) on such Business Day;
- (f) unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next succeeding Business Day if the last day of the period is not a Business Day;
- (g) unless otherwise provided, any reference to a statute or other enactment of parliament or a legislature includes all regulations made thereunder, all amendments to or re-enactments of such statute or regulations in force from time to time, and, if applicable, any statute or regulation that supplements or supersedes such statute or regulation; and
- (h) references to a specified “article” or “section” shall, unless something in the subject matter or context is inconsistent therewith, be construed as references to that specified article or section of the Plan, whereas the terms “the Plan”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions shall be deemed to refer generally to the Plan and not to any particular “article”, “section” or other portion of the Plan and include any documents supplemental hereto.

1.3 Currency

For the purposes of this Plan, unless otherwise stated herein, all amounts shall be denominated in Canadian dollars and all payments and distributions to be made in cash shall be made in Canadian dollars. Any Claims or other amounts denominated in a foreign currency shall be converted to Canadian dollars at the Reuters closing rate on the Filing Date, except as indicated in the Plan of Allocation.

1.4 Successors and Assigns

The Plan shall be binding upon and shall enure to the benefit of the heirs, administrators, executors, legal personal representatives, successors and assigns of any Person named or referred to in the Plan.

1.5 Governing Law

The Plan shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. All questions as to the interpretation of or application of the Plan and all proceedings taken in connection with the Plan and its provisions shall be subject to the jurisdiction of the CCAA Court.

1.6 Schedules

The following schedules to this Plan are incorporated by reference into the Plan and form part of the Plan:

SCHEDULE A – Priority Motion Settlement Agreement (redacted)

SCHEDULE B – DirectCash Global Settlement Agreement

SCHEDULE C – D&O/Insurer Global Settlement Agreement

SCHEDULE D – Plan of Allocation for Securities Class Action Distributions to Securities Class Action Class Members

SCHEDULE E – Litigation Counsel Retainer (Contingency Fee Retainer Agreement for Litigation Counsel)

ARTICLE 2 PURPOSE AND EFFECT OF THE PLAN

2.1 Purpose

The purpose of the Plan and the related Sanction Order and Class Action Settlement Approval Orders is to, among other things:

- (a) effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Senior Secured Credit Agreement Claims;
- (b) effect the distribution of the consideration provided for herein in respect of all Allowed Senior Secured Credit Agreement Claims;
- (c) effect the cancellation of the Cancelled Senior Secured Credit Agreement Claim in connection with the D&O/Insurer Global Settlement;
- (d) effect a full, final and irrevocable compromise, release, discharge, cancellation and bar of all Secured Noteholder Claims;

- (e) effect the distribution of the consideration provided for herein in respect of all Secured Noteholder Claims;
- (f) effect the distribution of any Subsequent Cash on Hand that may be realized to the Secured Noteholders up to the Secured Noteholder Maximum Claim Amount;
- (g) give effect to the Priority Motion Settlement and the distributions for the Senior Secured Lenders, the Secured Noteholders and the Consumer Class Action Class Members contemplated thereby;
- (h) approve and give effect to the DirectCash Global Settlement, the DirectCash Global Settlement Release and the distributions for the Applicants (on behalf of the Secured Noteholders) and the Consumer Class Action Class Members contemplated thereby; and
- (i) give effect to the D&O/Insurer Global Settlement, the D&O/Insurer Global Settlement Release and the distributions for the Applicants (on behalf of the Secured Noteholders), the Consumer Class Action Class Members and the Securities Class Action Class Members contemplated thereby.

2.2 Claims Affected

The Plan provides for, among other things, the full, final and irrevocable compromise, release, discharge, cancellation and bar of the Allowed Senior Secured Credit Agreement Claims, the Cancelled Senior Secured Credit Agreement Claims, the Secured Noteholder Claims and, together with the Sanction Order and the Class Action Settlement Approval Orders, give effect to the release of the Released Claims. The Plan will become effective at the Effective Time on the Plan Implementation Date, and the Plan shall be binding on and enure to the benefit of the Applicants, the Senior Secured Lenders, the Secured Noteholders, any other Person having a Released Claim, the Released Parties and all other Persons named or referred to in, or subject to, the Plan, as and to the extent provided for or contemplated in the Plan.

2.3 Unaffected Claims against the Applicants Not Affected

Unaffected Claims are not affected by the Plan. Nothing in the Plan shall affect the Applicants' rights and defences, both legal and equitable, with respect to any Unaffected Claims, including all rights with respect to legal and equitable defences or entitlements to set-offs or recoupments against such Unaffected Claims.

ARTICLE 3 CLASSIFICATION, VOTING AND RELATED MATTERS

3.1 Affected Creditor Claims

The validity and quantum of the Affected Creditor Claims has been established, for voting purposes, by the Meetings Order. The validity and quantum of the Affected Creditor Claims has been established, for distribution purposes, by this Plan and the Sanction Order.

3.2 Classification

The Affected Creditors shall constitute two classes, each an “**Affected Creditor Class**”, for the purposes of considering and voting on the Plan. The Senior Secured Lenders shall vote in one Affected Creditor Class and the Secured Noteholders shall vote in the other Affected Creditor Class.

3.3 Unaffected Creditors

No Unaffected Creditor, in respect of an Unaffected Claim, shall:

- (a) be entitled to vote on the Plan;
- (b) be entitled to attend the Meeting; or
- (c) except as expressly provided for herein, receive any entitlements under this Plan in respect of such Unaffected Creditor’s Unaffected Claims.

3.4 Creditors’ Meeting

The Meetings shall be held in accordance with the Plan, the Meetings Order and any further Order of the CCAA Court. The only Persons entitled to attend and vote on the Plan at the Meetings are those specified in the Meetings Order.

3.5 Approval by Creditors

In order to be approved, the Plan must receive the affirmative vote of the Required Majority of each of the two Affected Creditor Classes.

ARTICLE 4 DISTRIBUTIONS, PAYMENTS AND TREATMENT OF CLAIMS

4.1 Treatment of Senior Secured Lenders

All Senior Secured Credit Agreement Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished on the Plan Implementation Date. In accordance with the Priority Motion Settlement and the D&O/Insurer Global Settlement, the Senior Secured Lenders shall receive the following in respect of their respective Senior Secured Credit Agreement Claims on the Plan Implementation Date:

- (a) **Coliseum** – In accordance with the Priority Motion Settlement, Coliseum shall be entitled to and shall receive payment in full of the Coliseum Senior Secured Credit Agreement Claim by the Applicants on the Plan Implementation Date, less (i) \$250,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of Coliseum, to Harrison Pensa in trust in accordance with section 1(a) of the Priority Motion Settlement and (ii) \$50,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of Coliseum, to

Harrison Pensa in respect of the costs of Harrison Pensa in the CCAA Proceeding in accordance with section 5 of the Priority Motion Settlement ((i) and (ii) being the “**Coliseum Settlement Payment**”, and the net total payment due to Coliseum after deduction of the Coliseum Settlement Payment being the “**Coliseum Plan Payment**”).

- (b) **8028702** – In accordance with the Priority Motion Settlement, 8028702 shall be entitled to and shall receive payment in full of the 8028702 Senior Secured Credit Agreement Claim by the Applicants on the Plan Implementation Date, less (i) \$500,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of 8028702, to Harrison Pensa in trust in accordance with section 1(b) of the Priority Motion Settlement and (ii) \$50,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of 8028702, to Harrison Pensa in respect of the costs of Harrison Pensa in the CCAA Proceeding in accordance with section 5 of the Priority Motion Settlement ((i) and (ii) being the “**8028702 Settlement Payment**”, and the net total payment due to 8028702 after deduction of the 8028702 Settlement Payment being the “**8028702 Plan Payment**”).
- (c) **424187** – In accordance with the D&O/Insurer Global Settlement, 424187 shall receive no payment on account of the 424187 Senior Secured Credit Agreement Claim, and the 424187 Senior Secured Credit Agreement Claim shall be cancelled and deemed to be cancelled as of the Plan Implementation Date for no consideration. Pursuant to Section 7.1 of the Plan, the D&O/Insurer Global Settlement Release shall be effective in respect of 424187 as of the Plan Implementation Date.

4.2 Treatment of Secured Noteholders

All Secured Noteholder Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished as of the Plan Implementation Date. Each Secured Noteholder shall be entitled to receive the following in respect of its Secured Noteholder Claim in accordance with the Plan and the Settlements:

- (a) such Secured Noteholder’s Pro-Rata amount of the Net Cash On Hand to be distributed in accordance with Section 6.3(k) of the Plan, less (i) \$700,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of the Secured Noteholders, to Harrison Pensa in trust in accordance with section 1(c) of the Priority Motion Settlement and (ii) \$50,000 which shall be paid on the Plan Implementation Date by the Applicants, on behalf of the Secured Noteholders, to Harrison Pensa in respect of the costs of Harrison Pensa in the CCAA proceedings in accordance with section 5 of the Priority Motion Settlement ((i) and (ii) being the “**Secured Noteholder Settlement Payment**”, and the net total payment due to the Secured Noteholders after deduction of the Secured Noteholder Settlement Payment being the “**Secured Noteholder Plan Payment**”);

- (b) such Secured Noteholder's Pro-Rata amount of any Subsequent Cash On Hand (including, without limitation, with respect to any Net Subsequent Litigation Proceeds for Secured Noteholders) to be distributed in accordance with Section 6.4 of the Plan;
- (c) such Secured Noteholder's Pro-Rata share of the First DirectCash Estate Action Settlement Payment to be distributed in accordance with Section 6.3(m) of the Plan;
- (d) such Secured Noteholder's Pro-Rata share of the D&O/Insurer Estate Action Settlement Amount to be distributed in accordance with Section 6.3(p) of the Plan; and
- (e) as applicable in accordance with the terms of the Plan of Allocation, such Secured Noteholder's respective entitlement and portion (if any per the terms of the Plan of Allocation) of the Net D&O/Insurer Securities Class Action Settlement Proceeds for certain holders of Secured Notes to be distributed to the Securities Class Action Members in accordance with Section 4.4(a) of the Plan,

provided that, in the event that the aggregate of the foregoing amounts, excluding any amounts referenced in Section 4.2(e) exceed the Secured Noteholder Maximum Claim Amount, any and all such excess amount(s) shall revert to the Applicants for distribution in accordance with further Order of the CCAA Court on notice to the Service List.

4.3 Treatment of Consumer Class Action Class Members in respect of Priority Motion Settlement, DirectCash Global Settlement and D&O/Insurer Global Settlement

The Settlement Payments allocated to the Consumer Class Action Claims under the terms of the Priority Motion Settlement, the DirectCash Global Settlement and the D&O/Insurer Global Settlement shall be distributed as follows:

- (a) Pursuant to the Priority Motion Settlement and the applicable Class Action Settlement Approval Orders:
 - (i) the Priority Motion Settlement Amount shall be paid to Harrison Pensa, in trust for the Consumer Class Action Class Members, in accordance with section 1 of the Priority Motion Settlement Agreement and Sections 6.3(f), 6.3(h) and 6.3(i) of the Plan, which amount shall be allocated among the Consumer Class Actions as follows: (i) \$250,000 shall be allocated to the Ontario Consumer Class Action in respect of the settlement reached between the Ontario Consumer Class Action Plaintiff and the McCann Entities under, and in accordance with, section 1(b) of the Priority Motion Settlement; (ii) \$150,000 shall be allocated Harrison Pensa in respect of its out-of-pocket expenses incurred in connection with the Priority Motion Settlement; and (iii) the remaining \$1,050,000 of which shall be allocated

50% to the Ontario Consumer Class Action and 50% to the Western Canada Consumer Class Actions;

- (ii) the Segregated Cash shall be distributed among the Consumer Class Actions as and to the extent set forth in the section 3 of the Priority Motion Settlement Agreement;
- (iii) the Priority Motion Costs Amount shall be paid to Harrison Pensa in accordance with section 5 of the Priority Motion Settlement Agreement and Sections 6.3(f), 6.3(h) and 6.3(i) of the Plan; and
- (iv) 10% of any Net Subsequent Litigation Proceeds realized in respect of the Remaining Estate Actions against KPMG LLP and Canaccord Genuity Inc. (and only KPMG LLP and Canaccord Genuity Inc.) shall be paid to Harrison Pensa, in trust for the Consumer Class Action Class Members up to an aggregate amount of \$3,000,000, and, thereafter, 5% of any such Net Subsequent Litigation Proceeds shall be paid to Harrison Pensa, in trust for the Consumer Class Action Class Members (collectively, the “**Net Subsequent Litigation Proceeds for Consumer Class Action Class Members**”), in accordance with section 4 of the Priority Settlement Agreement and Section 6.4(e) of the Plan, with (i) 50% of any such amounts to be allocated to the Ontario Consumer Class Actions and (ii) 50% of any such amounts to be allocated to the Western Canada Consumer Class Actions, and with any further allocations and distributions in respect of these amounts within the Ontario Consumer Class Actions and the Western Canada Consumer Class Actions to be determined by further Order(s) of the applicable Class Action Courts,

provided that, in the event that any of the amounts paid in respect of the Consumer Class Actions pursuant to Sections 4.3(a)(i), 4.3(a)(ii) and 4.3(a)(iv) of this Plan are undistributed at the conclusion of the respective settlement distribution processes approved in the applicable Consumer Class Actions, the parties will appear before the CCAA Court, as set forth in section 15 of the Priority Motion Settlement Agreement, to determine the appropriate further distribution of any such amounts.

- (b) Pursuant to the DirectCash Global Settlement and the applicable Class Action Settlement Approval Orders:
 - (i) the DirectCash Ontario Consumer Class Action Settlement Amount shall be paid to Harrison Pensa, in trust for the Ontario Consumer Class Action Class Members, in accordance with section 5(b) of the DirectCash Global Settlement Agreement and Section 6.3(n) of the Plan, with such amounts to be allocated and distributed in the Ontario Consumer Class Action in accordance with Order(s) to be entered by the supervising Class Action Court for the Ontario Consumer Class Action; and

- (ii) the DirectCash Western Canada Consumer Class Action Settlement Amount shall be paid to Bennett Mounteer, in trust for the Western Canada Consumer Class Action Class Members, in accordance with section 5(c) of the DirectCash Global Settlement Agreement and Sections 6.3(o) and 6.4(a) of the Plan, with such amounts to be allocated and distributed in the Western Canada Consumer Class Actions in accordance with Order(s) to be entered by the supervising Class Action Court(s) for the Western Canada Consumer Class Actions.
- (c) Pursuant to the D&O/Insurer Global Settlement and the applicable Class Action Settlement Approval Orders:
 - (i) the D&O/Insurer Ontario Consumer Class Action Settlement Amount shall be paid to Harrison Pensa, in trust for the Ontario Consumer Class Action Class Members, in accordance with section 39(d) of the D&O/Insurer Global Settlement Agreement and Section 6.3(r) of the Plan, with such amounts to be allocated and distributed in the Ontario Consumer Class Action in accordance with Order(s) to be entered by the supervising Class Action Court for the Ontario Consumer Class Action; and
 - (ii) the D&O/Insurer Western Canada Consumer Class Action Settlement Amount shall be paid to Bennett Mounteer, in trust for the Western Canada Consumer Class Action Class Members, in accordance with section 39(e) of the D&O/Insurer Global Settlement Agreement and Section 6.3(s) of the Plan, with such amounts to be allocated and distributed in the Western Canada Consumer Class Actions in accordance with Order(s) to be entered by the supervising Class Action Court(s) for the Western Canada Consumer Class Actions.

4.4 Treatment of Securities Class Action Class Members in respect of D&O/Insurer Global Settlement

- (a) Pursuant to the D&O/Insurer Global Settlement and the applicable Class Action Settlement Approval Orders, the D&O/Insurer Securities Class Action Settlement Amount will be paid to Siskinds, in trust for the Securities Class Action Class Members, in accordance with sections 39(a) and 39(b) of the D&O/Insurer Global Settlement Agreement and Section 6.3(q) of the Plan, with such amounts to be allocated and distributed in accordance with Order(s) to be entered by the Class Action Court supervising the Ontario Securities Class Action, and substantially in accordance with the Plan of Allocation appended hereto as Schedule D.

ARTICLE 5 DISTRIBUTION MECHANICS

5.1 Distribution Mechanics with respect to Plan Payments to Senior Secured Lenders

On the Plan Implementation Date, the Applicants shall pay:

- (i) the Coliseum Plan Payment to Coliseum by way of wire transfer (in accordance with wire transfer instructions to be provided by Coliseum to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date); and
- (ii) the 8028702 Plan Payment to 8028702 by way of wire transfer (in accordance with wire transfer instructions to be provided by 8028702 to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date).

5.2 Distribution Mechanics with respect to Plan Payments to Secured Noteholders

- (a) On the Plan Implementation Date, and on any Subsequent Distribution Date, the Applicants shall pay any amounts payable under this Plan in respect of the Secured Notes and to the Secured Noteholders by way of wire transfer to the Indenture Trustee (in accordance with wire transfer instructions to be provided by the Indenture Trustee to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date) for distribution by the Indenture Trustee to the Secured Noteholders in respect of the Secured Notes. Any distribution under this Plan on account of the Secured Notes and the Secured Noteholders shall be deemed made when delivered to the Indenture Trustee for distribution to the Secured Noteholders in accordance with this Section 5.2. Upon receipt by the Indenture Trustee of any such wire transfer, the Indenture Trustee shall promptly remit the amounts received (i) to the Depository for distribution to each Beneficial Noteholder of such Beneficial Noteholders' Pro-Rata Amount as of the Distribution Record Date in accordance with the policies, rules and regulations of the Depository, and (ii) directly to each such other registered holder of physical Secured Notes reflected on the Indenture Trustee's register as of the Distribution Record Date, in such registered Secured Noteholder's Pro-Rata Amount.
- (b) Distributions of any Subsequent Cash on Hand on any Subsequent Distribution Date to the Secured Noteholders in respect of the Secured Notes shall be made in accordance with the procedures provided in Section 5.2(a).
- (c) Notwithstanding the foregoing, and for greater certainty, the Net D&O/Insurer Securities Class Action Settlement Proceeds for Certain Holders of Secured Notes shall not be distributed pursuant to Section 5.2(a) of this Plan on the Plan Implementation Date, but rather any such amounts shall be distributed pursuant to the Plan of Allocation, substantially in the form appended hereto as Schedule D, to be approved by the Class Action Court supervising the Ontario Securities Class Action, as set forth in Section 4.4 of this Plan.

5.3 Treatment of Undeliverable Distributions

If any distributions to Affected Creditors made under this Plan is undeliverable (that is, for greater certainty, that it cannot be properly registered or delivered to the applicable Person

because of inadequate or incorrect registration or delivery information or otherwise) (an “**Undeliverable Distribution**”), it shall be delivered to the Monitor, which shall hold such Undeliverable Distribution in escrow and administer it in accordance with this Section 5.3. No further distributions in respect of an Undeliverable Distribution shall be made unless and until the Monitor is notified by the applicable Person of its current address and/or registration information, as applicable, at which time the Monitor shall make all such Undeliverable Distributions to such Person. All claims for Undeliverable Distributions must be made on or before the date that is six months following the applicable distribution date, after which date the right to receive distributions under this Plan in respect of such Undeliverable Distributions shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished without any compensation therefore, notwithstanding any federal, state or provincial laws to the contrary, at which time any such Undeliverable Distributions held by the Monitor shall be deemed to have been gifted by the owner of the Undeliverable Distribution to the Secured Noteholders or the other Secured Noteholders on a Pro-Rata basis, as applicable, without consideration, and for distribution to such Secured Noteholders in accordance with Section 5.2. Nothing contained in the Plan shall require the Applicants, the Monitor or any other Person to attempt to locate any owner of an Undeliverable Distribution. No interest is payable in respect of an Undeliverable Distribution. Notwithstanding anything to the contrary in this Section 5.3, the Indenture Trustee shall have no obligation to deliver to the Monitor any Undeliverable Distribution made by the Depository to any Beneficial Noteholder, participant or nominee thereof.

5.4 Tax Refunds

Any input tax credits or tax refunds received by or on behalf of the Applicants after the Effective Time shall form part of the Subsequent Cash on Hand for distribution in accordance with Section 6.4(d) of this Plan.

5.5 Other Payments and Distributions

All other payments and distributions to be made pursuant to this Plan and the Class Action Settlement Approval Orders shall be made in the manner described in this Plan, the Sanction Order or any other Order, as applicable.

5.6 Note Indenture to Remain in Effect Solely for Purpose of Subsequent Distributions to Secured Noteholders

Following completion of the steps in the sequence set forth in Section 6.3, all debentures, indentures (including the Secured Note Indenture), notes (including the Secured Notes), certificates, agreements, invoices and other instruments evidencing Affected Creditor Claims will not entitle any holder thereof to any compensation or participation other than as expressly provided for in the Plan and will be cancelled and will be null and void. Following completion of the steps in the sequence set forth in Section 6.3, any and all obligations of the Applicants under and with respect to the DIP Credit Facility, the Senior Secured Credit Agreement Claims, the Senior Secured Credit Agreement, the Secured Noteholder Claims, the Secured Notes, the Secured Note Indenture and any guarantees or indemnities with respect to any of the foregoing shall be terminated and cancelled. Notwithstanding the foregoing and anything to the contrary in

the Plan, the Secured Note Indenture shall remain in effect solely for the purpose of and only to the extent necessary to allow the Indenture Trustee to make distributions to Secured Noteholders on any Subsequent Distribution Date, and to maintain all of the rights and protections afforded to the Indenture Trustee as against the Secured Noteholders under the Secured Note Indenture, including without limitation (i) the Indenture Trustee's lien rights with respect to any distributions under this Plan and (ii) to enforce any rights of the of the Indenture Trustee and the Secured Noteholders under this Plan, the Sanction Order and any appeals, until all distributions provided for hereunder have been made to the Secured Noteholders. The obligations of the Indenture Trustee under or in respect of this Plan shall be solely as expressly set out herein. Without limiting the generality of the releases, injunctions and other protections afforded to the Indenture Trustee under this Plan and the Secured Note Indenture, the Indenture Trustee shall have no liability whatsoever to any Person resulting from the due performance of its obligations hereunder, except if the Indenture Trustee is adjudged by the express terms of a non-appealable judgment rendered on a final determination on the merits to have committed gross negligence or wilful misconduct in respect of such matter. At such time as the Indenture Trustee has completed performance of all of its duties set forth in the Plan, the Indenture Trustee shall be relieved of all obligations under the Secured Note Indenture and any related agreements and other instruments that are otherwise terminated and cancelled hereunder on the Plan Implementation Date.

5.7 Assignment of Claims for Distribution Purposes

Except with respect to Settlement Payments, only those Secured Noteholders who have beneficial ownership of one or more Secured Notes as at the Distribution Record Date shall be entitled to receive a distribution under this Plan. Secured Noteholders who have beneficial ownership of Secured Notes shall not be restricted from transferring or assigning such Secured Notes prior to or after the Distribution Record Date (unless the Distribution Record Date is the Plan Implementation Date), provided that if such transfer or assignment occurs after the Distribution Record Date, neither the Applicants, the Monitor, nor the Indenture Trustee shall have any obligation to make distributions to any such transferee or assignee of Secured Notes in respect of the Secured Noteholder Claim associated therewith, or otherwise deal with such transferee or assignee as an Affected Creditor in respect thereof. Secured Noteholders who assign or acquire Secured Notes after the Distribution Record Date shall be wholly responsible for ensuring that Plan distributions in respect of the Secured Noteholder Claims associated with such Secured Notes are in fact delivered to the assignee, and the Applicants, the Monitor and the Indenture Trustee shall each have no liability in connection therewith.

5.8 Withholding Rights

The Applicants, the Monitor and the Indenture Trustee and/or any other Person making a payment contemplated herein shall be entitled to deduct and withhold from any consideration payable to any Person such amounts as it is required to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of federal, provincial, territorial, state, local or foreign tax laws, in each case, as amended. To the extent that amounts are so withheld or deducted, such withheld or deducted amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate

Taxing Authority. Each Affected Creditor that is to receive a distribution pursuant to the Plan shall have sole and exclusive responsibility for satisfaction and payments of any taxes imposed by a Taxing Authority. Notwithstanding the foregoing, the Senior Secured Credit Agreement (including section 3 thereof regarding Foreign Taxes) shall govern the rights and obligations of the Applicants with respect to withholdings and deductions on payments to the holders of Allowed Senior Secured Credit Agreement Claims.

5.9 Foreign Recognition

As promptly as practicable following the Sanction Date, the Monitor shall commence an ancillary proceeding to the CCAA Proceeding under chapter 15 of the United States Bankruptcy Code in a court of competent jurisdiction in the United States requesting recognition of the CCAA Proceeding and requesting recognition and enforcement in the United States of the Plan and the Sanction Order as they relate to the D&O/Insurer Global Settlement and confirming that the Plan and the Sanction Order as they relate to the D&O/Insurer Global Settlement are binding and effective in the United States, and the Monitor shall use its reasonable best efforts to obtain such recognition order (the “**U.S. Recognition Order**”).

5.10 Further Direction of the Court

The Applicants, the Monitor and the Ad Hoc Committee shall each be entitled, following consultation with the other, to seek further direction of the CCAA Court on notice to all interested parties, including a plan implementation order, with respect to any matter relating to the implementation of this Plan, including with respect to the distribution mechanics and restructuring transactions as set out in this Plan.

ARTICLE 6 PLAN IMPLEMENTATION

6.1 Corporate and Other Authorizations

The adoption, execution, delivery, implementation and consummation of all matters contemplated under the Plan involving corporate or other action of the Applicants will occur and be effective as of the Plan Implementation Date in the sequence set out in this Article 6, and will be authorized and approved under the Plan and by the CCAA Court, where appropriate, as part of the Sanction Order, in all respects and for all purposes without any requirement of further action by the shareholders of any of the Applicants, the CRO or any of the D&Os. All necessary approvals to take actions, if required, shall be deemed to have been obtained from the CRO, the D&Os or the shareholders of the relevant Applicants, including the deemed passing by any class of shareholders of any resolution or special resolution and no shareholders’ agreement or agreement between a shareholder and another Person limiting in any way the taking of any such steps or actions contemplated by the Plan shall be effective and shall be deemed to have no force or effect.

6.2 Pre-Plan Implementation Date Transactions

Following consultation with the Plan Settlement Parties, the Monitor shall determine the Anticipated Plan Implementation Date and communicate that date to counsel for the Plan

Settlement Parties, the DIP Lenders and the Senior Secured Lenders (together with wire transfer instructions for the Monitor's Distribution Account to be provided to counsel to DirectCash and counsel to the Insurers) and the Indenture Trustee. Within five (5) Business Days of the Anticipated Plan Implementation Date (which shall not be sooner than November 15, 2015):

- (a) DirectCash shall pay \$10,000,000 of the amount due under the DirectCash Global Settlement Agreement to the Monitor by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor to DirectCash) to be held in trust by the Monitor in the Monitor's Distribution Account (which amount, together with the \$2,000,000 paid by DirectCash to the Monitor pursuant to section 5 of the DirectCash Global Settlement Agreement constitutes the "**Initial DirectCash Settlement Payment**"); and
- (b) the Insurers shall pay the D&O/Insurer Settlement Payment to the Monitor by way of wire transfer (in accordance with wire transfer instructions provided by the Monitor to the Insurers) to be held in trust by the Monitor in the Monitor's Distribution Account.

6.3 Plan Implementation Date Transactions

The following steps and compromises and releases to be effected shall be carried out by the Applicants and the Monitor, as the case may be, and otherwise shall be deemed to have occurred, in the following manner and order (without any further act or formality, as applicable) on the Plan Implementation Date following the satisfaction of the conditions precedent set out in Section 9.1:

Cash Payments

- (a) The Applicants shall pay from Cash On Hand to the Monitor by way of wire transfer (in accordance with wire transfer instructions to be provided by the Monitor to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date) the amount required to fund the Monitor's Post-Implementation Reserve, and the Monitor shall hold and administer such funds in trust for the purpose of administering the CCAA Proceeding, the Plan and any remaining business and affairs of the Applicants, as necessary, from and after the Plan Implementation Date.
- (b) The Applicants shall pay the Expense Reimbursement by way of wire transfers from Cash On Hand (in accordance with invoices and wire transfer instructions provided by the relevant professionals at least five (5) Business Days in advance of the Anticipated Plan Implementation Date, which invoices may include a reasonable estimate of work to be performed up the Plan Implementation Date), provided that (i) the Applicants may pay all or a portion of any such invoices by first applying any monetary retainers by any applicable professional covered under the Expense Reimbursement and then by paying any remaining balance by way of wire transfer from the Cash On Hand.

- (c) If requested by the Monitor prior to the Plan Implementation Date, any Person with a monetary retainer from the Applicants that remains outstanding following the steps and payment of all fees and expenses set out in Section 6.3(b) shall pay to the Applicants in cash the full amount of such remaining retainer, less any amount permitted by the Monitor (after prior discussion with the applicable Person and the Ad Hoc Committee as to any remaining work that may reasonably be required) to remain as a continuing monetary retainer in connection with completion of any remaining work after the Plan Implementation Date that may be required by the Plan or that may be requested by the Monitor or the Ad Hoc Committee (each such continuing monetary retainer being a “**Permitted Continuing Retainer**”). Such Persons shall have no duty or obligation to perform any such further work or tasks unless such Persons are satisfied that they are holding adequate retainers or other security or have received payment to compensate them for all fees and expenses in respect of such work or tasks.
- (d) The Applicants shall pay the DIP Repayment Amount from Cash On Hand by way of wire transfers to the applicable DIP Lenders (in accordance with wire transfer instructions to be provided by the applicable DIP Lenders to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date).
- (e) The Applicants shall pay the Coliseum Plan Payment from Cash On Hand by way of wire transfer to Coliseum (in accordance with wire transfer instructions to be provided by Coliseum to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date).
- (f) The Applicants shall pay the Coliseum Settlement Payment (equal to \$300,000), on behalf of Coliseum, from Cash On Hand, by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by Harrison Pensa to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), (i) \$250,000 of which shall be held in trust by Harrison Pensa for the Consumer Class Action Class Members (and allocated among the Ontario Consumer Class Action and the Western Canada Class Action set forth in Section 4.3(a)(i) of this Plan) and (ii) \$50,000 of which shall be paid to Harrison Pensa in respect of the Priority Motion Costs Amount.
- (g) The Applicants shall pay the 8028702 Plan Payment from Cash On Hand by way of wire transfer to 8028702 (in accordance with wire transfer instructions to be provided by 8028702 to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date).
- (h) The Applicants shall pay the 8028702 Settlement Payment (equal to \$550,000), on behalf of 8028702, from Cash On Hand by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by 8028702 to the Harrison Pensa at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), (i) \$500,000 of which shall be held in trust by

Harrison Pensa for the Consumer Class Action Class Members (and allocated among the Ontario Consumer Class Action and the Western Canada Class Action set forth in Section 4.3(a)(i) of this Plan) and (ii) \$50,000 of which shall be paid to Harrison Pensa in respect of the Priority Motion Costs Amount.

- (i) The Applicants shall pay the Secured Noteholder Settlement Payment (equal to \$750,000), on behalf of the Secured Noteholders, from Cash On Hand, by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by Harrison Pensa to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), (i) \$700,000 of which shall be held in trust by Harrison Pensa for the Consumer Class Action Class Members (and allocated among the Ontario Consumer Class Action and the Western Canada Class Action set forth in Section 4.3(a)(i) of this Plan) and (ii) \$50,000 of which shall be paid to Harrison Pensa in respect of the Priority Motion Costs Amount.
- (j) The Applicants shall pay, on behalf the Secured Noteholders, from Cash On Hand to the Monitor by way of wire transfer (in accordance with wire transfer instructions to be provided by the Monitor to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date) the amount required to fund the Litigation Funding and Indemnity Reserve, which cash reserve shall be (i) maintained and administered by the Monitor in connection with the prosecution of the Remaining Estate Actions in accordance with the Litigation Funding Indemnity Reserve Agreement and (ii) otherwise held in trust for the Secured Noteholders and contributed to Subsequent Cash on Hand to be distributed in accordance with Section 6.4(d) of this Plan.
- (k) The Applicants shall pay the Secured Noteholder Plan Payment from Net Cash On Hand by way of wire transfer to the Indenture Trustee (in accordance with wire transfer instructions to be provided by the Indenture Trustee to the Applicants at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), for distribution to the Secured Noteholders.
- (l) The Monitor, on behalf of the Applicants, shall pay \$749,250 by way of wire transfer to the Litigation Counsel (in accordance with wire transfer instructions to be provided by the Litigation Counsel to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date) from the Initial DirectCash Settlement Payment held in the Monitor's Distribution Account.
- (m) The Monitor, on behalf of the Applicants, shall pay the First DirectCash Estate Action Settlement Payment (equal to \$2,975,750) by way of wire transfer to the Indenture Trustee (in accordance with wire transfer instructions to be provided by the Indenture Trustee to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), for distribution to the Secured Noteholders, from the Initial Direct Cash Settlement Payment held in the Monitor's Distribution Account.

- (n) The Monitor shall pay the First DirectCash Ontario Consumer Class Action Settlement Payment (equal to \$5,087,500) by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by Harrison Pensa to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Ontario Consumer Class Action Class Members, from the Initial Direct Cash Settlement Payment held in the Monitor's Distribution Account.
- (o) The Monitor shall pay the First DirectCash Western Canada Consumer Class Action Settlement Payment (equal to \$3,187,500) by way of wire transfer to Bennett Mounter (in accordance with wire transfer instructions to be provided by Bennett Mounter to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Western Canada Consumer Class Action Class Members, from the Initial Direct Cash Settlement Payment held in the Monitor's Distribution Account.
- (p) The Monitor shall pay the D&O/Insurer Estate Action Settlement Amount (equal to \$2,750,000) by way of wire transfer to the Indenture Trustee (in accordance with wire transfer instructions to be provided by the Indenture Trustee to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), for distribution to the Secured Noteholders, from the D&O/Insurer Settlement Payment held in the Monitor's Distribution Account.
- (q) The Monitor shall pay the D&O/Insurer Securities Class Action Settlement Amount (equal to \$13,779,167) by way of wire transfer to Siskinds (in accordance with wire transfer instructions to be provided by Siskinds to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Securities Class Action Class Members, from the D&O/Insurer Settlement Payment held in the Monitor's Distribution Account.
- (r) The Monitor shall pay the D&O/Insurer Ontario Consumer Class Action Settlement Amount (equal to \$1,437,500) by way of wire transfer to Harrison Pensa (in accordance with wire transfer instructions to be provided by Harrison Pensa to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Ontario Consumer Class Action Class Members, from the D&O/Insurer Settlement Payment held in the Monitor's Distribution Account.
- (s) The Monitor shall pay the D&O/Insurer Western Canada Consumer Class Action Settlement Amount (equal to \$1,066,666) by way of wire transfer to Bennett Mounter (in accordance with wire transfer instructions to be provided by Bennett Mounter to the Monitor at least five (5) Business Days in advance of the Anticipated Plan Implementation Date), in trust for the Western Canada Consumer Class Action Class Members, from the D&O/Insurer Settlement Payment held in the Monitor's Distribution Account.

- (t) The Monitor shall transfer any amounts remaining in the Monitor's Distribution Account after payment of the Settlement Payments, on account of interest accrued thereon, to the Monitor's Post-Implementation Reserve.

Extinguishment of Affected Claims

- (u) Subject to Section 5.6, on the Plan Implementation Date, all accrued and unpaid principal, interest (including Accrued Interest) owing on, or in respect of, or as part of, any Affected Creditor Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished for no further consideration, and from and after the occurrence of this step, no Person shall have any entitlement to any such amounts, other than as expressly provided for in this Plan.

Cancellation of Instruments and Guarantees

- (v) Subject to Section 5.6, on the Plan Implementation Date, all debentures, indentures, notes, certificates, agreements, invoices, guarantees, pledges and other instruments evidencing Affected Creditor Claims will not entitle any holder thereof to any compensation or participation other than as expressly provided for in this Plan and shall be cancelled and will thereupon be null and void. The Agent and the Indenture Trustee shall be directed by the CCAA Court and shall be deemed to have released, discharged and cancelled any guarantees, indemnities, encumbrances or other obligations owing by or in respect of the Senior Secured Credit Agreement, the Senior Secured Credit Agreement Loans, the Secured Note Indenture and the Secured Notes, respectively, upon the indefeasible payment of all consideration due and owing under and accordance with this Plan.

Releases

- (w) Each of the Charges shall be discharged, released and cancelled.
- (x) The releases and injunctions referred to in Article 7 of the Plan shall become effective in accordance with the Plan, the Sanction Order and the Class Action Settlement Approval Orders.

6.4 Post Plan Implementation Date Transactions

- (a) On or before May 1, 2016, DirectCash shall pay the remaining \$2,500,000 due under the DirectCash Global Settlement Agreement (the "**Final DirectCash Settlement Payment**") to the Monitor by way of wire transfer (in accordance with the wire transfer instructions provided by the Monitor to DirectCash) to be held in trust by the Monitor in the Monitor's Distribution Account.
- (b) Promptly upon receipt of the Final DirectCash Settlement Payment, the Monitor shall pay:

- (i) subject to Section 6.4(f), the Second DirectCash Estate Action Settlement Payment (equal to \$775,000) by way of wire transfer to the Indenture Trustee (in accordance with the wire transfer instructions provided by the Indenture Trustee to the Monitor in advance of the Plan Implementation Date), for distribution to the Secured Noteholders, from the Final Direct Cash Settlement Payment held in the Monitor's Distribution Account;
 - (ii) the Second DirectCash Ontario Consumer Class Action Settlement Payment (equal to \$1,062,500) by way of wire transfer to Harrison Pensa (in accordance with the wire transfer instructions provided by Harrison Pensa to the Monitor in advance of the Plan Implementation Date), in trust for the Ontario Consumer Class Action Class Members, from the Final Direct Cash Settlement Payment held in the Monitor's Distribution Account; and
 - (iii) the Second DirectCash Western Canada Consumer Class Action Settlement Payment (equal to \$662,500) by way of wire transfer to Bennett Mounter (in accordance with the wire transfer instructions provided by Bennett Mounter to the Monitor in advance of the Plan Implementation Date), in trust for the Western Canada Consumer Class Action Class Members, from the Final Direct Cash Settlement Payment held in the Monitor's Distribution Account;
- (c) If applicable, the Monitor shall distribute the Segregated Cash among the Consumer Class Actions in accordance with section 3 of the Priority Motion Settlement at such time as the Monitor shall determine, in its sole discretion, that the conditions precedent to the payment of the Segregated Cash have been satisfied.
- (d) Subject to Section 6.4(e), at any time after the Plan Implementation Date, the Monitor, on behalf of the Applicants, may, with the consent of the Ad Hoc Committee and at the request of the Ad Hoc Committee, make a distribution to the Secured Noteholders of any Subsequent Cash on Hand, and shall make such a distribution whenever the Subsequent Cash On Hand exceeds \$5,000,000 (any such distribution, being a "**Subsequent Distribution**"). All Subsequent Distributions up to the Secured Noteholder Maximum Claim Amount shall be made by the Monitor, on behalf of the Applicants, from Subsequent Cash On Hand by way of wire transfer to the Indenture Trustee (in accordance with the wire transfer instructions provided by the Indenture Trustee to the Monitor in advance of the Plan Implementation Date). The Monitor shall provide the Indenture Trustee with written notice of a Subsequent Distribution no less than two (2) Business Days prior to effectuating any wire transfer to the Indenture Trustee. Any Subsequent Cash On Hand in excess of the Secured Noteholder Maximum Claim Amount shall be distributed in accordance with further Order of the CCAA Court on notice to the Service List. With the consent of the Ad Hoc Committee, the Monitor shall be permitted to use some or all of any Subsequent Cash on Hand payable to the Secured Noteholders to supplement the Monitor's

Post-Implementation Reserve or the Litigation Funding and Indemnity Reserve. With the consent of the Ad Hoc Committee, the Monitor shall be permitted to treat and apply some of all of any funds in the Monitor's Post-Implementation Reserve as Subsequent Cash On Hand.

- (e) In the event that any Net Subsequent Litigation Proceeds for Consumer Class Action Class Members are realized, the Monitor, on behalf of the Applicants, shall forthwith pay such amounts to Harrison Pensa (in accordance with the wire transfer instructions provided by Harrison Pensa to the Monitor in advance of the Anticipated Plan Implementation Date), in trust for the Consumer Class Action Class Members in accordance with Section 4.3(a)(iv) of the Plan.
- (f) On or prior to receipt of the Final DirectCash Settlement Payment by the Monitor pursuant to Section 6.4(a), the Ad Hoc Committee may determine, in its sole discretion, after consultation with the Litigation Trustee, the Litigation Counsel and the Monitor, to direct the Second DirectCash Estate Action Settlement Payment (equal to \$775,000) to the Litigation Funding and Indemnity Reserve for use in connection with the prosecution of the Remaining Estate Actions, and to be governed by the Litigation Funding and Indemnity Reserve Agreement.

6.5 Monitor's Role

In connection with its role holding funds and making or facilitating payments and distributions contemplated by the Plan:

- (a) the Monitor is solely doing so as payment agent for the Applicants and neither the Monitor nor FTI Consulting Canada Inc. has agreed to become, and neither is assuming any responsibility as a receiver, assignee, curator, liquidator, administrator, receiver-manager, agent of the creditors or legal representative of any of the Applicants within the meaning of any relevant tax legislation;
- (b) neither the Monitor nor FTI Consulting Canada Inc. will have any liability for, and each is hereby released from, any claim in respect of any act or omission in respect of the payments and distributions contemplated by the Plan;
- (c) the Monitor will be provided with and is entitled to have access to all of the books and records of the Applicants and to all documents and other information of the Applicants required by it from time to time, whether in the possession of the Applicants or a third party, in connection with its role hereunder;
- (d) the Monitor will not exercise discretion over the funds to be paid or distributed hereunder and will only make payments contemplated by the Plan; and
- (e) the Monitor may discuss from time to time all matters relating to matters hereunder with the Ad Hoc Committee.

ARTICLE 7 RELEASES

7.1 Plan Releases

Subject to 7.2 hereof, all of the following shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred and deemed satisfied and extinguished on the Plan Implementation Date pursuant to the Plan, the Sanction Order and the Class Action Settlement Approval Orders:

- (a) all Senior Secured Credit Agreement Claims;
- (b) all Secured Noteholder Claims;
- (c) all Class Action Claims against the Applicants and the D&Os;
- (d) all Claims that have been or could be asserted against the Applicants and the D&Os in the Class Actions and the Priority Motion;
- (e) all DirectCash Claims;
- (f) all D&O Claims against the D&Os other than the Remaining Defendant Claims;
- (g) all Claims against the Applicants by any of the Released Parties, except as set out in Schedule C of the D&O/Insurer Global Settlement Agreement;
- (h) all Claims against the Applicants (or any of them) by the Alberta Securities Commission or any other Governmental Entity that have or could give rise to a monetary liability, including fines, awards, penalties, costs, claims for reimbursement or other claims having a monetary value, payable by the Applicants (or any of them);
- (i) all Claims against the Senior Secured Lenders, solely in their capacity as Senior Secured Lenders;
- (j) all Claims against the Agent, solely in its capacity as the Agent;
- (k) all Claims against the Indenture Trustee, solely in its capacities as Indenture Trustee and Collateral Agent;
- (l) all Claims against the Monitor and its legal advisors;
- (m) all Claims against the CRO, against its legal advisors and against Mr. William Aziz personally, including in respect of compliance with any Orders of the Alberta Securities Commission;

- (n) all Claims against the Plan Settlement Parties and their legal and financial advisors in connection with this Plan and the transactions and settlements to be consummated hereunder and in connection herewith;
- (o) all Coliseum Claims against Coliseum; and
- (p) all McCann Entity Claims against the McCann entities.

7.2 Claims Not Released

Notwithstanding anything to the contrary in Section 7.1, nothing in this Plan shall waive, compromise, release, discharge, cancel or bar any of the following:

- (a) the Applicants from or in respect of any Unaffected Claims;
- (b) any of the Plan Settlement Parties from their respective obligations under the Plan, the Sanction Order, the Settlement Agreements or the Class Action Settlement Approval Orders;
- (c) the Applicants of or from any investigations by or non-monetary remedies of the Alberta Securities Commission or any other Governmental Entity;
- (d) the Insurers or any of the Applicants' other insurers from their remaining obligations (if any) under the Insurance Policies;
- (e) any of the Released Parties from any Non-Released Claims;
- (f) subject to Section 7.6, any of the Remaining Defendants from any of the Remaining Estate Actions;
- (g) the right of the Secured Noteholders to receive any further, additional distributions pursuant to the terms of this Plan (including, without limitation, from any Subsequent Cash On Hand as contemplated by Section 6.4(d) of this Plan); and
- (h) the Remaining Defendant Claims.

7.3 Injunctions

Subject to sections 7.5 and 7.6, all Persons are permanently and forever barred, estopped, stayed and enjoined, on and after the Effective Time, with respect to any and all Released Claims, from (i) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits, demands or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against the Released Parties; (ii) enforcing, levying, attaching, collecting or otherwise recovering or enforcing by any manner or means, directly or indirectly, any judgment, award, decree or order against the Released Parties or their property; (iii) commencing, conducting or continuing in any manner, directly or indirectly, any action, suits or demands, including without limitation, by way

of contribution or indemnity or other relief, in common law, or in equity, breach of trust or breach of fiduciary duty or under the provisions of any statute or regulation, or other proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against any Person who makes such a claim or might reasonably be expected to make such a claim, in any manner or forum, against one or more of the Released Parties; (iv) creating, perfecting, asserting or otherwise enforcing, directly or indirectly, any lien or encumbrance of any kind against the Released Parties or their property; or (v) taking any actions to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under the Plan.

7.4 Timing of Releases and Injunctions

All releases and injunctions set forth in this Article 7 shall become effective on the Plan Implementation Date at the time or times and in the manner set forth in Article 6.

7.5 Remaining Estate Actions Against the Remaining Defendants

Subject only to Section 7.6 and Article 10, and notwithstanding anything else to the contrary in this Plan, any Remaining Estate Actions against the Remaining Defendants: (a) are unaffected by this Plan; (b) are not discharged, released, cancelled or barred pursuant to this Plan; (c) shall be permitted to continue as against the Remaining Defendants; (d) shall not be limited or restricted by this Plan in any manner as to quantum or otherwise; and (e) do not constitute an Affected Creditor Claim under this Plan.

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

7.6 Pierringer Provision

Notwithstanding anything to the contrary herein, following the Plan Implementation Date, no Person (including, without limitation, the Applicants in the Remaining Estate Actions and any plaintiffs in the class actions) shall be permitted to claim from any other Person that portion of any damages that corresponds to the liability of a Released Party, proven at trial or otherwise.

ARTICLE 8 COURT SANCTION

8.1 Application for Sanction Order and Class Action Settlement Approval Orders

If the Plan is approved by the Required Majority of each Affected Creditor Class, the Applicants shall apply for the Sanction Order on or before the date set for the hearing of the Sanction Order or such later date as the CCAA Court may set. The representative counsel for the applicable Class Actions shall contemporaneously apply to the Class Action Courts for approval of the Class Action Settlement Approval Orders.

8.2 Sanction Order

The Sanction Order shall, among other things:

- (a) declare that: (i) the Plan has been approved by the Required Majority of each Affected Creditor Class in conformity with the CCAA; (ii) the activities of the Applicants have been in reasonable compliance with the provisions of the CCAA and the Orders of the CCAA Court made in this CCAA Proceeding in all respects; (iii) the CCAA Court is satisfied that the Applicants have not done or purported to do anything that is not authorized by the CCAA; and (iv) the Plan and the transactions and settlements contemplated thereby are fair and reasonable;
- (b) declare that the Plan and all associated steps, compromises, releases, discharges, cancellations, transactions, arrangements and settlements effected thereby are approved, binding and shall become effective in accordance with the terms and conditions set forth in the Plan;
- (c) confirm the amount of each of the Monitor's Post-Implementation Reserve and the Litigation Funding and Indemnity Reserve;
- (d) declare that, on the Plan Implementation Date, all Affected Creditor Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred, deemed satisfied and extinguished, subject only to the right of the applicable Persons to receive the distributions to which they are entitled pursuant to the Plan;
- (e) declare that, on the Plan Implementation Date, the 424187 Senior Secured Credit Agreement Claim shall be cancelled and deemed to be cancelled as of the Plan Implementation Date for no consideration, in accordance with the terms of the D&O/Insurer Global Settlement and the Plan;
- (f) declare that, on the Plan Implementation Date, the ability of any Person to proceed against the Applicants in respect of any Released Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to any such matter shall be permanently stayed;

- (g) declare that, on the Plan Implementation Date, the ability of any Person to proceed against the Released Parties in respect of any Released Claims shall be forever discharged and restrained, and all proceedings with respect to, in connection with or relating to any such matter shall be permanently stayed;
- (h) declare that the steps to be taken, the matters that are deemed to occur and the compromises and releases to be effective on the Plan Implementation Date are deemed to occur and be effected in the sequential order contemplated by Article 6, beginning at the Effective Time;
- (i) confirm that the CCAA Court was satisfied that: (i) the hearing of the Sanction Order was open to all of the Affected Creditors and all other Persons with an interest in the Applicants and the Released Claims and that all such Affected Creditors and other Persons were permitted to be heard at the hearing in respect of the Sanction Order; and (ii) prior to the hearing, all of the Affected Creditors, all Persons on the Service List in respect of the CCAA Proceeding, and all Persons with an interest in the Applicants and the Released Claims were given adequate notice thereof;
- (j) stay the commencing, taking, applying for or issuing or continuing any and all steps or proceedings, including without limitation, administrative hearings and orders, declarations or assessments, commenced, taken or proceeded with or that may be commenced, taken or proceed with to advance any Released Claims;
- (k) stay as against the Released Parties the commencing, taking, applying for or issuing or continuing any and all steps or proceedings (other than all steps or proceedings to implement the Priority Motion Settlement, the DirectCash Global Settlement or the D&O/Insurer Global Settlement) between (i) the Plan Implementation Date and (ii) the date that the Class Action Settlement Approval Orders are entered into with respect to each of the Priority Motion Settlement, the DirectCash Global Settlement or the D&O/Insurer Global Settlement, as applicable;
- (l) authorize the Monitor to perform its functions and fulfil its obligations under the Plan to facilitate the implementation and administration of the Plan, as necessary pursuant to and in accordance with the terms of the Plan;
- (m) authorize and direct the Indenture Trustee to perform its functions and fulfil its obligations under the Plan to facilitate the implementation and administration of the Plan, as necessary pursuant to and in accordance with the terms of the Plan;
- (n) direct and deem the Agent and the Indenture Trustee to release, discharge and cancel any guarantees, indemnities, encumbrances or other obligations owing by or in respect of any of the Applicants relating to the Senior Secured Credit Agreement Claims, the Senior Secured Credit Agreement, the Secured Noteholder Claims, the Secured Notes or the Secured Note Indenture, as applicable;

- (o) declare that upon completion by the Monitor of its duties in respect of the Applicants pursuant to the CCAA and the Plan, the Monitor may file with the CCAA Court a certificate stating that all of its duties in respect of the Applicants pursuant to the CCAA, the Plan and the Orders have been completed and thereupon, FTI Consulting Canada Inc. shall be deemed to be discharged from its duties as Monitor and released of all claims relating to its activities as Monitor;
- (p) declare that, on the Plan Implementation Date, each of the Charges shall be discharged, released and cancelled;
- (q) declare that the Monitor may not make any payment from the Monitor's Post-Implementation Plan Reserve to any third party professional services provider (other than its counsel) that exceeds \$50,000 (alone or in a series of related payments) without the prior consent of the Ad Hoc Committee or an Order of the CCAA Court;
- (r) declare that the Monitor and the Ad Hoc Committee may apply to the CCAA Court for advice and direction in respect of any matters arising from or in connection with the Plan;
- (s) declare that, subject to the due performance of their obligations as set forth in the Plan, and subject to its compliance with any written directions or instructions of the Monitor and/or directions of the CCAA Court in the manner set forth in the Plan, the Applicants, the CRO, the Monitor, the Agent, the Indenture Trustee, the Ad Hoc Committee, the Class Action Plaintiffs and their respective counsel, shall have no liabilities whatsoever arising from or in connection with the performance of their respective obligations under the Plan or the transactions and settlements to be consummated pursuant to and in connection with the Plan.
- (t) order and declare that: (i) subject to the prior consent of the Monitor and the Ad Hoc Committee, each acting reasonably, the Litigation Trustee and/or the Monitor shall have the right to seek and obtain an order from any court of competent jurisdiction, including an Order of the CCAA Court or otherwise, that gives effect to any releases of any Remaining Estate Actions in accordance with Article 10 of the Plan, and (ii) in accordance with this Section 8.2(t), all Affected Creditors and other Persons referred to in this Plan shall be deemed to consent to any such releases in any such proceedings;
- (u) order that the releases and injunctions set forth in Article 7 of the Plan are effective on the Plan Implementation Date at the time or times and in the manner set forth in Article 6;
- (v) order that any Remaining Defendant Releases shall become effective if and when the terms and conditions of Article 10 of the Plan have been fulfilled;
- (w) order and declare that the matters described in Article 10 of the Plan shall occur subject to and in accordance with the terms and conditions of Article 10;

- (x) declare that sections 95 to 101 of the BIA shall not apply to any of the transactions, distributions or settlement payments implemented pursuant to the Plan;
- (y) order and declare that the CRO Engagement Letter and the appointment of the CRO pursuant to paragraph 23 of the Amended and Restated Initial Order are terminated and deemed terminated as of the Plan Implementation Date; and
- (z) order and declare that the Litigation Trustee is appointed pursuant to Section 10.1 of the Plan and that the Litigation Trustee Retainer and the Litigation Funding and Indemnity Reserve Agreement are each approved.

ARTICLE 9 CONDITIONS PRECEDENT AND IMPLEMENTATION

9.1 Conditions Precedent to Implementation of the Plan

The implementation of the Plan shall be conditional upon satisfaction or waiver of the following conditions prior to the Plan Implementation Date, each of which is for the benefit of the Applicants, the Ad Hoc Committee, any other relevant Plan Settlement Parties, the Senior Secured Lenders, and (in the case of Sections 9.1(k) and (n)) the DIP Lenders, and may be waived only by the Applicants, the Ad Hoc Committee, the relevant Plan Settlement Parties, the Senior Secured Lenders and, (in the case of Sections 9.1(k) and (n)) the DIP Lenders;; and provided further that such conditions shall not be enforceable by the Applicants, the Ad Hoc Committee, any Plan Settlement Party, or the Senior Secured Lenders if any failure to satisfy such conditions results from an action, error, omission by or within the control of that party:

Plan and Class Action Settlement Approval Matters

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

- (e) the Class Action Settlement Approval Orders shall be in full force and effect, and all applicable appeal periods in respect thereof shall have expired and any appeals therefrom shall have been disposed of by the applicable appellate court;
- (f) the Class Action Settlement Approval Orders shall be in a form consistent with the Plan, the Priority Motion Settlement Agreement, the DirectCash Global Settlement Agreement and the D&O/Insurer Global Settlement Agreement, or otherwise acceptable in each case to the Applicants, the Ad Hoc Committee and, as applicable, the relevant Plan Settlement Parties, each acting reasonably;
- (g) for purposes of the D&O/Insurer Global Settlement only, the U.S. Recognition Order shall have been made and shall be in full force and effect, provided, however, that the Plan Implementation Date shall not be conditional upon the U.S. Recognition Order in the event that the U.S. Recognition Order is not granted due to a lack of jurisdiction of the court;
- (h) DirectCash shall have performed its obligations under Section 6.2(a);
- (i) the Insurers shall have performed their obligations under Section 6.2(b);
- (j) the conditions precedent to set forth in section 36 of the D&O/Insurer Global Settlement Agreement (other than the condition precedent set forth in section 36(l) of the D&O/Insurer Global Settlement Agreement) shall have been satisfied or waived;

Plan Implementation Date Matters

- (k) the steps required to complete and implement the Plan shall be in form and in substance satisfactory to the Applicants, the Monitor, the Senior Secured Lenders, the DIP Lenders and the Ad Hoc Committee and, as applicable, each of the relevant Plan Settlement Parties, each acting reasonably.

Other Matters

- (l) For greater certainty, nothing in Article 10 is a condition precedent to the implementation of the Plan.
- (m) The Estate TPL Action will have been amended to discontinue the claims asserted by the plaintiff, The Cash Store Financial Services Inc., against 0678789 B.C. Ltd., Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, and Trimor Annuity Focus Limited Partnership #6, in the Estate TPL Action.
- (n) Arrangements satisfactory to the DIP Lenders shall have been implemented to provide for the payment in full of all obligations that are or may become owing under the DIP Credit Facility to the DIP Lenders.

9.2 Monitor's Certificate of Plan Implementation

Upon satisfaction of the conditions set out in Section 9.1 (including as the same may be confirmed to the Monitor by counsel to the Plan Settlement Parties, at the Monitor's request), and thereafter completion of the Plan steps and transactions set out in Section 6.3, the Monitor shall deliver to the Applicants and the Ad Hoc Committee a certificate stating that the Plan Implementation Date has occurred and that the Plan and the Sanction Order are effective in accordance with their respective terms. Following the Plan Implementation Date, the Monitor shall file such certificate with the Court.

ARTICLE 10 PROSECUTION AND SETTLEMENT OF REMAINING ESTATE ACTIONS

10.1 Prosecution of Remaining Estate Actions

Effective as of the Plan Implementation Date, the Litigation Trustee shall be appointed to prosecute the Remaining Estate Actions against the Remaining Estate Defendants, in accordance with the terms of this Plan, the Litigation Counsel Retainer and the Litigation Trustee Retainer.

10.2 Settlement Releases for Remaining Defendants

- (a) Notwithstanding anything to the contrary herein, subject to: (i) the granting of the Sanction Order; (ii) the granting of the applicable Remaining Defendant Settlement Order; and (iii) the satisfaction or waiver of all conditions precedent contained in the applicable Remaining Defendant Settlement, the applicable Remaining Defendant Settlement shall be given effect in accordance with its terms. Upon receipt of a certificate (in form and in substance satisfactory to the Monitor) from each of the parties to the applicable Remaining Defendant Settlement confirming that all conditions precedent thereto have been satisfied or waived, and that any settlement funds have been paid and received in accordance with the terms of the Remaining Defendant Settlement and the Remaining Defendant Settlement Order, the Monitor shall deliver to the applicable Remaining Defendant a certificate (the "**Monitor's Remaining Defendant Settlement Certificate**") stating that (i) each of the parties to such Remaining Defendant Settlement has confirmed that all conditions precedent thereto have been satisfied or waived; (ii) any settlement funds have been paid and received; and (iii) immediately upon the delivery of the Monitor's Remaining Defendant Settlement Certificate, the applicable Remaining Defendant Release will be in full force and effect in accordance with the Plan. The Monitor shall thereafter file the Monitor's Remaining Defendant Settlement Certificate with the CCAA Court.
- (b) Notwithstanding anything to the contrary herein, upon delivery of the Monitor's Remaining Defendant Settlement Certificate, any claims and causes of action shall be dealt with in accordance with the terms of the applicable Remaining Defendant Settlement, the Remaining Defendant Settlement Order and the Remaining Defendant Release. To the extent provided for by the terms of the applicable Remaining Defendant Release: (i) the applicable Claims against the

applicable Remaining Defendant shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred and deemed satisfied and extinguished as against the applicable Remaining Defendant; and (ii) Section 7.3 hereof shall apply to the applicable Remaining Defendant and the applicable Claims against the applicable Remaining Defendant *mutatis mutandis* on the effective date of the Remaining Defendant Settlement, and the applicable Remaining Defendant shall be, and shall be deemed to be, a “Released Party” for all purposes of this Plan.

- (c) With the consent of the Monitor, the Ad Hoc Committee, and if before the Plan Implementation Date, the Applicants, and if after the Plan Implementation Date, the Litigation Trustee, each acting reasonably, the provisions of this Article 10 may apply *mutatis mutandis* to any settlement of any remaining Consumer Class Action Claims against any Person that is not a Released Party; provided that in any such case, the settling parties shall provide additional funding to the Monitor to be transferred to the Monitor’s Post-Implementation Reserve to address any additional costs associated with the operation of this Section 10.2(c).

ARTICLE 11 GENERAL

11.1 Binding Effect

On the Plan Implementation Date:

- (a) the Plan will become effective at the Effective Time;
- (b) the Plan shall be final and binding in accordance with its terms for all purposes on all Persons named or referred to in, or subject to, the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) each Person named or referred to in, or subject to, the Plan will be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety and shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety.

11.2 Deeming Provisions

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

11.3 Non-Consummation

The Applicants reserve the right to revoke or withdraw the Plan at any time prior to the Sanction Date, with the consent of the Monitor and the Ad Hoc Committee. If the Applicants so revoke or withdraw the Plan, or if the Sanction Order is not issued or if the Plan Implementation Date does not occur, (a) the Plan shall be null and void in all respects, (b) any settlement or

compromise embodied in the Plan, including the fixing or limiting to an amount certain any Claim, and any document or agreement executed pursuant to the Plan shall be deemed null and void, and (c) nothing contained in the Plan, and no acts taken in preparation for consummation of the Plan, shall: (i) constitute or be deemed to constitute a waiver or release of any Claims by or against the Applicants or any other Person; (ii) prejudice in any manner the rights of the Applicants or any other Person in any further proceedings involving the Applicants; or (iii) constitute an admission of any sort by the Applicants or any other Person. In addition, the Monitor shall promptly refund all amounts paid into the Monitor's Distribution Account by DirectCash and the Insurers, together with any and all interest earned thereon.

11.4 Modification of the Plan

- (a) The Applicants may, at any time and from time to time, amend, restate, modify and/or supplement those elements of the Plan not requiring the Insurer's participation or payments with the consent of the Monitor and the Ad Hoc Committee (and, to the extent such amendment, restatement, modification and/or supplement relates to the DIP Repayment Amount or the DIP Priority Charge, with the consent of the DIP Lenders), each acting reasonably, provided that: any such amendment, restatement, modification or supplement must be contained in a written document that is filed with the Court and:
 - (i) if made prior to or at the Meeting: (A) the Monitor or the Chair (as defined in the Meetings Order) shall communicate the details of any such amendment, restatement, modification and/or supplement to Affected Creditors and other Persons present at the Meetings prior to any vote being taken at the Meeting; (B) the Applicants shall provide notice to the Service List of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the CCAA Court forthwith and in any event prior to the hearing in respect of the Sanction Order; and (C) the Monitor shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Website forthwith and in any event prior to the hearing in respect of the Sanction Order; and
 - (ii) if made following the Meeting: (A) the Applicants shall provide notice to the Service List of any such amendment, restatement, modification and/or supplement and shall file a copy thereof with the CCAA Court; (B) the Monitor shall post an electronic copy of such amendment, restatement, modification and/or supplement on the Website; and (C) such amendment, restatement, modification and/or supplement shall require the approval of the CCAA Court following notice to the Affected Creditors.
- (b) Notwithstanding Section 11.4(a), any amendment, restatement, modification or supplement not impacting the Insurers' participation or payments may be made by the Applicants: (i) if prior to the Sanction Date, with the consent of the Monitor and the Ad Hoc Committee, each acting reasonably; and (ii) if after the Sanction Date, with the consent of the Monitor and the Ad Hoc Committee, each acting reasonably, and upon approval by the CCAA Court, provided in each case that it

concerns a matter that, in the opinion of the Applicants, acting reasonably, is of an administrative nature required to better give effect to the implementation of the Plan and the Sanction Order or to cure any errors, omissions or ambiguities and is not materially adverse to the financial or economic interests of the Affected Creditors or the DIP Lenders.

- (c) Any amended, restated, modified or supplementary plan or plans of compromise filed with the CCAA Court and, if required by this Section, approved by the CCAA Court, shall, for all purposes, be and be deemed to be a part of and incorporated in the Plan.

11.5 Actions and Approvals of the Applicants after Plan Implementation

- (a) From and after the Effective Time, and for the purpose of this Plan only:
 - (i) to the extent the Applicants no longer have any officers or employees available to enable them to provide their agreement, waiver, consent or approval to any matter requiring the Applicants' agreement, waiver, consent or approval under this Plan, such agreement, waiver consent or approval may be provided by the Monitor as agent for and on behalf of the Applicants; and
 - (ii) to the extent the Applicants no longer have any officers or employees available to enable them to provide their agreement, waiver, consent or approval to any matter requiring the Applicants' agreement, waiver, consent or approval under this Plan, and the Monitor has been discharged pursuant to an Order, such agreement, waiver consent or approval shall be deemed not to be necessary.

11.6 Consent of the Ad Hoc Committee

For the purposes of this Plan, including before and after the Effective Time, and including in connection with any Remaining Estate Actions or any Remaining Defendant Settlement, any matter requiring the agreement, waiver, consent or approval of the Ad Hoc Committee shall be deemed to have been agreed to, waived, consented to or approved by the Ad Hoc Committee if such matter is agreed to, waived, consented to or approved in writing by Goodmans.

11.7 Paramourty

From and after the Effective Time on the Plan Implementation Date, any conflict between:

- (a) the Plan; and
- (b) the covenants, warranties, representations, terms, conditions, provisions or obligations, expressed or implied, of any contract, mortgage, security agreement, indenture, trust indenture, note, loan agreement, commitment letter, agreement for

sale, lease or other agreement, written or oral and any and all amendments or supplements thereto existing between any Person and the Applicants as at the Plan Implementation Date,

will be deemed to be governed by the terms, conditions and provisions of the Plan and the Sanction Order, which shall take precedence and priority.

11.8 Severability of Plan Provisions

If, prior to the Sanction Date, any term or provision of the Plan not impacting the Insurers' participation or payments is held by the Court to be invalid, void or unenforceable, the Court, at the request of the Applicants and with the consent of the Monitor and the Ad Hoc Committee, shall have the power to either (a) sever such term or provision from the balance of the Plan and provide the Applicants with the option to proceed with the implementation of the balance of the Plan as of and with effect from the Plan Implementation Date, or (b) alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, and provided that the Applicants proceeds with the implementation of the Plan, the remainder of the terms and provisions of the Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation.

11.9 Responsibilities of the Monitor

The Monitor is acting in its capacity as Monitor in the CCAA Proceeding and the Plan with respect to the Applicants and will not be responsible or liable for any obligations of the Applicants.

11.10 Chief Restructuring Officer

The CRO is acting in its capacity as CRO pursuant to the terms of the Amended and Restated Initial Order with respect to the Applicants and will not be responsible or liable for any obligations of the Applicants; provided however that the CRO shall exercise the powers granted to the CRO under the Amended and Restated Initial Order to cause the Applicants to perform the Applicants' obligations under this Plan.

11.11 Different Capacities

Persons who are affected by this Plan may be affected in more than one capacity. Unless expressly provided herein to the contrary, a Person will be entitled to participate hereunder, and will be affected hereunder, in each such capacity. Any action taken by or treatment of a Person in one capacity will not affect such Person in any other capacity.

11.12 Notices

Any notice or other communication to be delivered hereunder must be in writing and reference the Plan and may, subject as hereinafter provided, be made or given by personal delivery, ordinary mail or by facsimile or email addressed to the respective parties as follows:

(a) if to the Applicants:

Osler, Hoskin & Harcourt LLP
100 King Street West, 1 First Canadian Place
Toronto, ON M5X 1B8

Attention: Marc Wasserman and Patrick Riesterer
Email: mwasserman@osler.com and priesterer@osler.com
Fax: 416-862-6666

(b) if to the Ad Hoc Committee:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Robert Chadwick and Brendan O'Neill
Email: rchadwick@goodmans.ca and boneill@goodmans.ca
Fax: 416-979-1234

(c) if to the Monitor:

FTI Consulting Canada Inc.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Greg Watson
Email: greg.watson@fticonsulting.com and
Fax: (416) 649-8101

and with a copy by email or fax (which shall not be deemed notice) to:

McCarthy Tétrault LLP
Box 48, Suite 5300, Toronto Dominion Bank Tower
Toronto, Ontario M5K 1E6

Attention: Geoff Hall and James Gage
Email: ghall@mccarthy.ca and jgage@mccarthy.ca
Fax: (416) 601-7856

(d) if to DirectCash:

c/o Dentons LLP
850 – 2nd Street S.W., 15th Floor
Calgary, Alberta T2P 0R8

Attention: David Mann
Email: dmann@dentons.com
Fax: (403) 268 3100

(e) if to the Insurers:

c/o Lenczner Slaght
130 Adelaide Street West, Suite 2600
Toronto, Ontario M5H 3P5

Attention: Peter Griffin and Matthew Lerner
Email: pgriffin@litigate.com and mlerner@litigate.com
Fax: (416) 865-9010

and with a copy by email or fax to:

Blake Cassells & Graydon LLP
199 Bay Street, Suite 400
Toronto, Ontario M5L 1A9

Attention: Jeff Galway and Ryan Morris
Email: jeff.galway@blakes.com and ryan.morris@blakes.com
Fax: (416) 863-2653

(f) if to Siskinds:

Siskinds LLP
680 Waterloo Street, P.O. Box 2520
London, Ontario N6A 3V8

Attention: Charles Wright and Serge Kalloghlian
Email: charles.wright@siskinds.com and
serge.kalloghlian@siskinds.com
Fax: (519) 660-7754

(g) if to Harrison Pensa:

Harrison Pensa LLP
450 Talbot St. P.O. Box 3237
London, Ontario N6A 4K3

Attention: Jonathan Foreman
Email: jforeman@harrisonpensa.com
Fax: (519) 667-3362

(h) if to Bennett Mounteer:

Bennett Mounteer LLP
1400-128 West Pender Street
Vancouver, B.C. V6B 1R8

Attention: Paul Bennett and Mark Mounteer
Email: pb@hbmlaw.com and mm@hbmlaw.com
Fax: (604) 639-3681

(i) if to the Indenture Trustee:

Computershare Trust Company of Canada, as Canadian Trustee and
Collateral Agent
100 University Avenue, 11th Floor
Toronto, ON M5J 2Y1

Attention: Manager, Corporate Trust
Email: corporatetrust.toronto@computershare.com
Fax: (416) 981-9777

and with a copy by email or fax to:

Dickinson Wright LLP
199 Bay Street
Suite 2200
Commerce Court West
Toronto, ON M5L 1G4

Attention: Michael A. Weinczok
Email: mweinczok@dickinson-wright.com
Fax: (416) 865-1398

and with a copy by email or fax to:

Computershare Trust Company, N.A., as U.S. Trustee
480 Washington Blvd., 28th Floor
Jersey City, NJ 07310

Attention: Tina Vitale
Email: tina.vitale@computershare.com
Fax: (212) 977 1648

and with a copy by email or fax to:

Perkins Coie LLP
30 Rockefeller Plaza, 22nd Floor
New York, NY 10112

Attention: Tina N. Moss
Email: tmoss@perkinscoie.com
Fax: (212) 977-1648

or to such other address as any party may from time to time notify the others in accordance with this Section. Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of faxing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, faxed or sent before 5:00 p.m. (Toronto time) on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.

11.13 Further Assurances

The Applicants and any other Person named or referred to in the Plan will execute and deliver all such documents and instruments and do all such acts and things as may be necessary or desirable to carry out the full intent and meaning of the Plan and to give effect to the transactions and settlements contemplated herein.

DATED as of the 6th day of October, 2015.

SCHEDULE A

Priority Motion Settlement Agreement

(redacted)

IN THE MATTER OF THE CASH STORE FINANCIAL SERVICES INC. et. al.
Court File No. CV-14-10518-00CL

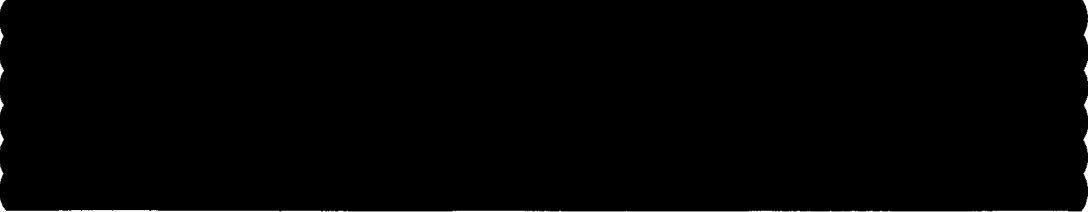
Settlement Term Sheet

As a global settlement of (i) all claims that have been or could be advanced by (a) the putative class action plaintiffs represented by Harrison Pensa and Koskie Minsky under a representation order granted by the CCAA court (collectively "**Representative Counsel**"), including without limitation, in the priority motion filed by Representative Counsel in the CCAA proceedings (the "**Priority Motion**") and (b) the class action and putative class action plaintiffs represented by Hordo Bennett Mounteer LLP ((a) and (b) together, the "**CCAGs**"), as against the Cash Store, the secured first lien lenders under the Credit Agreement (collectively, the "**First Lien Lenders**"), and/or the holders of the secured second lien notes issued by Cash Store under the Indenture (collectively, the "**Noteholders**"), (ii) all claims that have been or could be asserted by the CCAGs against any of J. Murray McCann, 0678786 B.C. Ltd., 8028702 Canada Inc. ("**802**"), or any of their affiliated entities (collectively, "**McCann Entities**") as third party lenders to Cash Store, and (iii) all claims that have been or could be asserted by Cash Store or the Monitor against the McCann Entities as third party lenders to Cash Store ((i), (ii) and (iii) above being, collectively, the "**Settled Claims**"), the undersigned parties hereto (the "**Settlement Parties**") agree as follows:

1. \$1.45MM of the recoveries that would otherwise be available to the First Lien Lenders (excluding 424) and the Noteholders from a distribution of the remaining assets of Cash Store to be made pursuant to the Distribution Motion to be filed (as discussed and defined below) will be re-allocated on approval of the Distribution Motion to the CCAGs in satisfaction, release and settlement of the Settled Claims. The \$1.45MM will be paid to Harrison Pensa in trust and funded from the distributions to be made to the First Lien Lenders (excluding 424) and the Noteholders as follows:
 - (a) \$250K from the distribution to Coliseum as a first lien lender;
 - (b) \$500K from the distribution to 802 as a first lien lender (which includes an allocation of \$250K on account of the Harrison Pensa CCAG claim filed against the McCann Entities); and
 - (c) \$700K from the distribution to the Noteholders.
2. Osler or Goodmans will promptly advise the CCAA Court on notice to the full service list that the Priority Motion has been settled and that the hearing dates currently reserved for July 28-29, 2015 (the "**July Hearing Dates**") will now be used to hear a distribution motion to be filed by the Cash Store in advance of the July Hearing Dates, for hearing on the July Hearing Dates, which will distribute the available assets of Cash Store to its creditors, and incorporate and approve the settlement distributions set out herein (the "**Distribution Motion**"). The Settlement Parties will support, and will not directly or indirectly contest, oppose or seek to delay in any way the hearing of the Distribution Motion on the July Hearing Dates. For greater clarity, the Settlement Parties shall not directly or indirectly contest, oppose or seek to delay any distributions to the First Lien Lenders (other than 424) or the Noteholders at the Distribution Motion or otherwise of any

estate funds other than the amounts that are required to be paid to the CCAGs as contemplated herein.

3. The cash designated by the Monitor as “Ontario Restricted Cash” in the amount of approximately \$1,927,959.00 (the “**Segregated Cash**”) representing costs of borrowing that the Monitor reports was collected by Cash Store after February 12, 2014 shall be distributed to the CCAGs, provided however that:
 - (a) approximately \$1.4MM of the Segregated Cash (or such other amount to be confirmed by the Monitor relating to Ontario loans) will be distributed to Harrison Pensa, in trust for Ontario class members, subject to the approval of the Ontario payday lending regulator to the extent that such approval may be required;
 - (b) Cash Store and the Monitor shall make commercially reasonable efforts to obtain the approval of the Ontario payday lending regulator to the proposed distribution of the Segregated Cash, to the extent that such approval may be required, which efforts shall begin promptly after the execution hereof;
 - (c) approximately \$0.5MM of the Restricted Cash (or such other amount to be confirmed by the Monitor relating to non-Ontario loans) will be distributed to the non-Ontario CCAGs, subject to the approval of the Ontario payday lending regulator to the extent that such approval may be required;
 - (d) as soon as reasonably practicable following court approval of the Distribution Motion and subject to compliance with all applicable privacy and other legislation, Cash Store shall provide to the CCAGs all relevant particulars respecting the borrowers from whom the Segregated Cash was collected, including names, contact information and particulars of their payday loan transactions, in each case to the extent known or within the control of Cash Store;
 - (e) in the event that a response from the Ontario payday lending regulator for the matters contemplated in this paragraph is not obtained in advance of the July Hearing Dates, then:
 - (i) the Monitor shall continue to hold the Segregated Cash in escrow pending (A) receipt of approval or confirmation of non-opposition from the Ontario payday lending regulator or, (B) in the event that no response from the Ontario payday lending regulator is obtained prior to September 18, 2015, an order of the CCAA Court on notice to all of the Settlement Parties and the Ontario payday lending regulator regarding the distribution of the Segregated Cash obtained in accordance with paragraph 3(e)(ii);
 - (ii) Representative Counsel shall be entitled to bring a motion in the CCAA proceedings seeking entitlement to distribute the Segregated Cash as contemplated herein and the Settlement Parties will not seek to delay the hearing of that motion, which motion may be brought only after September 18, 2015 on notice to all the Settlement Parties and the Ontario payday lending regulator; and

- (f) in any event, the payment of all or any portion of the Segregated Cash to the CCAGs is not a condition precedent to any aspect of the settlement set forth herein.
4. As further consideration for the satisfaction, release and settlement of the Settled Claims, 10% of any net distributions to be made by Cash Store (or any successor thereto, or receiver appointed in respect thereof, or litigation trust established in respect thereof) in respect of the litigation commenced by Thornton Grout Finnigan on behalf of Cash Store against KPMG and Cassels Brock (the “**LT Eligible Claims**”) shall be paid to Harrison Pensa in trust for the CCAGs to be divided as agreed by them up to an aggregate amount of \$3MM, and 5% of any net distributions on the LT Eligible Claims thereafter.
 5. \$150K in costs shall be paid to Harrison Pensa in respect of the costs of advisors to Harrison Pensa in the CCAA proceedings, with the allocation of such \$150K to be determined among Coliseum, 802 and the Ad Hoc Committee from their respective distributions.
 6. As soon as practicable following court approval of the settlement that is subject to the Distribution Motion and subject to compliance with all applicable privacy and other legislation, Cash Store shall provide any relevant information or particulars concerning class members and their payday loan transactions to the CCAGs in order to assist in executing notice, settlement administration and settlement distribution programs by the CCAGs.
 7. The distribution of the CCAG settlements are subject to rules and requirements of applicable class proceedings legislation, provided that no such rule or requirement constitutes a pre-condition to the settlement of the Settled Claims reached herein among the Settlement Parties.
 8. Coliseum, the McCann Entities and the Noteholders shall receive a full release in respect of any and all claims that have been or could be brought against them by the CCAGs and Cash Store or on their behalf, as the case may be, and the settlement parties agree that no further action will be commenced by any settlement party against another settlement party. No other releases shall be granted to any director and/or officer of Cash Store or to any other Cash Store third party lender by this agreement and settlement of the Settled Claims.
 9. The McCann Entities stipulate that it is their understanding and assertion, consistent with the Monitor's understanding as outlined in subparagraph 37(e) of the Second Report of the Monitor dated April 27, 2014, that payday loan contracts in Ontario were not made in the name of any McCann Entity as lender during the class period stated in the Ontario class actions, but rather were made by another Third Party Lender and later transferred to a McCann Entity. Mr. McCann shall provide reasonable assistance to the Ontario plaintiffs in the Ontario class proceedings as against the other Cash Store Third Party Lenders conducting business in Ontario during the relevant time.
 10. 



11. The parties agree that DCPI shall not be offered a global release of claims against it where such release includes a release of the litigation commenced against DCPI by Hordo Bennett Mounteer LLP unless DCPI pays value to Hordo Bennett Mounteer LLP that is acceptable to Hordo Bennett Mounteer LLP.
12. In the event that a settlement with DCPI is not obtained before June 30, 2015 or such other date as may be agreed among the CCAGs, Cash Store and the Ad Hoc Committee, then (i) the cooperation referenced in paragraph 10 above and the allocation set out therein shall no longer apply, (ii) the Distribution Motion will proceed on the July Hearing Dates with no DCPI global settlement, and (iii) the parties will thereafter remain free to independently pursue their respective claims against DCPI and paragraphs 10 and 11 above shall cease to have any force or effect.
13. No aspect of this settlement is contingent on any settlement with DCPI being reached.
14. The parties agree that the Distribution Motion shall not provide any form of release for 424 in respect of any claims that any settlement party may have against 424. The settlement parties agree that the Distribution Motion shall seek to set aside and escrow all principal and interest due to 424 as a first lien lender, pending resolution of any claims any settlement party may have against 424. No aspect of this settlement is contingent on the CCAA Court agreeing to escrow any such amounts due to 424 as a first lien lender. Notwithstanding anything in this term sheet, all parties remain free to pursue any and all claims as against 424, including without limitation, the matters asserted in the Priority Motion as against 424.
15. The parties agree to reversion of any undistributed funds paid pursuant to this settlement agreement in settlement of the Priority Motion, as follows:
 - (a) The CCAGs agree to distribute all funds paid to them under this settlement agreement to their respective class members and putative class members pursuant to plans of distribution approved by the court, net of notice, agent and administrative costs and contingency or other legal fees (subject to court approval), disbursements, and applicable taxes payable to them in respect of same;

- (b) In the event that any funds paid pursuant to this settlement agreement in settlement of the priority motion that are to be distributed to class members and putative class members cannot be so distributed (due to distribution cheques remaining uncashed, inability to find eligible class members and putative class members or any other reason whatsoever) following the conclusion of the settlement distribution processes employed in the consumer class action cases, the parties agree to consult with one another in a good faith attempt to reach agreement as to how such undistributed funds are to be allocated and, if no agreement regarding such allocation can be reached within 30 days (or such later date as the parties may agree), then the parties shall seek direction from the CCAA court regarding how such funds are to be allocated and shall provide notice to all interested parties of such hearing;
 - (c) The decision of the CCAA court on the allocation of undistributed funds if any shall be final and binding on the parties;
 - (d) The foregoing matters shall be reflected in the order approving the Distribution Motion; and
 - (e) For clarity, except with respect to the foregoing matters, no party other than the CCAGs shall have standing in respect of the notice and distribution processes to be proposed by the courts for approval and to be implemented by the CCAGs or any administration firm acting on their behalf.
16. The CCAGs have agreed, or will agree, on the allocation between them of any amounts payable to the CCAGs under this settlement. No aspect of this settlement by the CCAGs with the other settlement parties is contingent on any aspect of any such allocation matters as between the CCAGs, both of whom irrevocably accept the settlement terms established hereunder with all of the other settlement parties.
17. These settlement terms will be reflected in definitive materials to be filed with the CCAA Court for the Distribution Motion and the July Hearing Dates, which materials shall be in form and substance reasonably acceptable to all of the Settlement Parties.
18. This agreement may be executed in any number of counterparts and may be delivered by means of facsimile or electronic transmission in portable document format, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
19. It is acknowledged by the Settlement Parties that the Chief Restructuring Officer of Cash Store shall have no personal liability whatsoever for the execution of this agreement, any matter contained in this agreement or any of the covenants or provisions contained herein; provided however that the Chief Restructuring Officer of Cash Store shall exercise the powers granted to the Chief Restructuring Officer under the Initial Order in Cash Store's CCAA proceedings to cause Cash Store to perform its obligations set out herein.
20. No admissions or liability or priority are made, and no defences are waived, as any part of this settlement.

21. Paragraph 10 of this term sheet is strictly confidential and shall not be disclosed by any of the Settlement Parties without the express prior written consent of all other Settlement Parties.

[Remainder of page intentionally blank]

Dated this 19th day of June, 2015.

IN WITNESS OF WHICH the parties have executed this Term Sheet.

**1511419 ONTARIO INC., on behalf of itself
and its Canadian affiliates**

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

HARRISON PENZA LLP

By: _____
Name: Jonathan Foreman
Title: Partner

HORDO BENNETT MOUNTEER LLP

By: _____
Name: Paul Bennett
Title: Partner

KOSKIE MINSKY LLP

By: _____
Name: Andrew Hatnay
Title: Partner

**GOODMANS LLP, on behalf of Ad Hoc
Committee of Noteholders**

By: _____
Name: Brendan O'Neill
Title: Partner

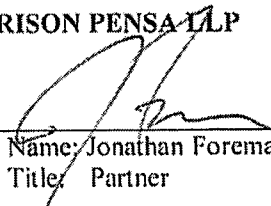
Dated this 19th day of June, 2015.

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and its Canadian affiliates**

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

HARRISON PENSEA LLP

By:  _____
Name: Jonathan Foreman
Title: Partner

HORDO BENNETT MOUNTEER LLP

By:  _____
Name: Paul Bennett
Title: Partner

KOSKIE MINSKY LLP

By: _____
Name: Andrew Hatnay
Title: Partner

**GOODMANS LLP, on behalf of Ad Hoc
Committee of Noteholders**

By: _____
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Title: Partner

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HARRISON PENZA LLP

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Name: Jonathan Foreman
Title: Partner

HORDO BENNETT MOUNTEER LLP

By: _____
Name: Paul Bennett
Title: Partner

KOSKIE MINSKY LLP

By:  _____
Name: Andrew Hatnay
Title: Partner

**GOODMANS LLP, on behalf of Ad Hoc
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By: _____
Name: Brendan O'Neill
Title: Partner

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By: _____
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Title: Partner

KOSKIE MINSKY LLP

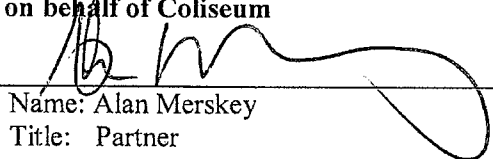
By: _____
Name: Andrew Hatnay
Title: Partner

**GOODMANS LLP, on behalf of Ad Hoc
Committee of Noteholders**

By: _____
Name: Brendan O'Neil
Title: Partner

**NORTON ROSE FULBRIGHT CANADA
LLP, on behalf of Coliseum**

By: _____


Name: Alan Merskey
Title: Partner

**BENNETT JONES LLP, on behalf of all
McCann entities**


By: _____

Name: Jonathan Bell
Title: Associate

**NORTON ROSE FULBRIGHT CANADA
LLP, on behalf of Coliseum**

By: _____
Name: Alan Merskey
Title: Partner

**BENNETT JONES LLP, on behalf of all
McCann entities**

By:  _____
Name: Jonathan Bell / *Ilan Ishai*
Title: Associate

SCHEDULE B

DirectCash Global Settlement Agreement

SETTLEMENT AGREEMENT

Among:

1511419 ONTARIO INC., formerly known as THE CASH STORE FINANCIAL SERVICES INC.
1545688 ALBERTA INC., formerly known as THE CASH STORE INC.
1152919 ALBERTA INC, formerly known as INSTALOANS INC.
5515433 MANITOBA INC.
986301 ALBERTA INC., formerly known as TCS CASH STORE INC.
7252331 CANADA INC.
1693926 ALBERTA INC., formerly doing business as “The Title Store”,
(collectively, “Cash Store”)

-and-

DIRECTCASH PAYMENTS INC.
DIRECTCASH MANAGEMENT INC. (in its own capacity and as general partner of the following
three partnerships)
DIRECTCASH ATM PROCESSING PARTNERSHIP
DIRECTCASH ATM MANAGEMENT PARTNERSHIP
DIRECTCASH CANADA LIMITED PARTNERSHIP
DIRECTCASH BANK
DIRECTCASH ACQUISITION CORP.
DIRECTCASH MANAGEMENT UK LTD.
DIRECTCASH MANAGEMENT AUSTRALIA PTY LTD.
(collectively, “DirectCash”)

-and-

HARRISON PENZA LLP as counsel to the proposed representative plaintiff in *Yeoman v. The Cash Store Financial et. al.* (ONSCJ No. 7908/12 CP) (the “Ontario Class Action” and the “Ontario Class Action Plaintiffs”) and KOSKIE MINSKY LLP as agent for Harrison Pensa LLP

-and-

BENNETT MOUNTEER LLP and CUMING & GILLESPIE as co-counsel on behalf of the proposed representative plaintiffs in *Stewart v. DirectCash Payments Inc. et al.* (BCSC No. 154924), *Efthimiou v. The Cash Store et al.* (ABQB File No. 1201-118160), *Ironbow v. The Cash Store Financial Services Inc. et al.* (SKQB No. 1453), *Rehill v. The Cash Store et al.* (MBQB No. C112-01-80578) and on behalf of the representative plaintiff in *Meeking v. The Cash Store Inc. et al.* (MBQB No. C1110-01-66061) (collectively, the “Western Canada Class Actions” and the “Western Canada Class Action Plaintiffs”)

Dated September 20, 2015

1. PURPOSE

The purpose of this settlement agreement (the “Settlement Agreement”) is to set out the terms of a settlement and release, which release shall become effective as of the Effective Date (as defined below),

of (i) any claims that were made or that could be made by Cash Store, the Ontario Class Action Plaintiffs or the Western Canada Class Action Plaintiffs against DirectCash and (ii) any claims that were made or that could be made by DirectCash against Cash Store. For purposes of this Settlement Agreement, any references to Cash Store shall include all of its present and former directors, officers and agents (solely in their capacity as agents of Cash Store), and their successors and assigns, and any references to DirectCash shall include all of its present and former directors, officers and agents (solely in their capacity as agents of DirectCash), and their successors and assigns.

2. COURT APPROVAL

On April 14, 2014, Cash Store obtained protection from creditors pursuant to an initial order made by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") pursuant to the CCAA, which initial order was amended and restated on April 15, 2014 (as amended and restated, the "**Initial Order**"). Pursuant to the Initial Order, the Court appointed FTI Consulting Canada Inc. (the "**Monitor**") as monitor in connection with the CCAA proceedings.

The terms of the Settlement Agreement are subject to the satisfaction of all of the following conditions precedent:

- (a) the approval of the Court of this Settlement Agreement (which may occur as part of the Plan of Compromise and Arrangement (the "**Plan**") to be approved under the Sanction Order (as defined below);
- (b) all conditions of the CCAA Plan being satisfied or waived, including (i) the approval of the Plan by the requisite majority of creditors, and (ii) the approval of the DirectCash Release (as defined below); and
- (c) the Sanction Order and the Class Action Approval Orders (as defined below) having been granted and being free of all appeals, and applications to vary or set aside,

whereupon, subject to such conditions precedent being satisfied or waived, the terms of the Settlement Agreement, the Plan, the Sanction Order and the Class Action Approval Orders shall be binding on Cash Store, DirectCash, the Ontario Consumer Class Action Plaintiffs and the Western Canada Class Action Plaintiffs (collectively, the "**Class Action Plaintiffs**") and their respective successors and assigns. Cash Store, DirectCash and the Class Action Plaintiffs shall govern themselves in accordance with this Settlement Agreement unless and until the Court orders that this Settlement Agreement is not approved.

The parties agree to work collaboratively to obtain as promptly as practicable Court approval of the Plan, which includes an approval of this Settlement Agreement and the settlements contemplated herein, the Settlement Payment (as defined below), the DirectCash Release and the Cash Store Release (as defined below) pursuant to a sanction order of the CCAA Court (the "**Sanction Order**"), including any additional approvals required from the class action courts overseeing the Ontario Class Action and the Western Canada Class Actions, as necessary (collectively, the "**Class Action Courts**" and the "**Class Action Approval Orders**"). The form and substance of the Plan, the Sanction Order and any Class Action Approval Orders to be submitted for court approval shall be satisfactory to each of the parties hereto (including relevant matters of notice and service of materials), acting reasonably and consistently with this Settlement Agreement, as and to the extent that the Plan, the Sanction Order and any Class Action Approval Orders concern the matters set forth in this Settlement Agreement and the settlements contemplated hereby.

3. NO ADMISSION OF LIABILITY

Cash Store, DirectCash and the Class Action Plaintiffs acknowledge and agree that neither Cash Store nor DirectCash are making any admission of liability or wrongdoing with respect to any conduct or matter, including any matters referenced in this Settlement Agreement or any conduct relating to the Agreements described herein. Any and all liability or wrongdoing is expressly denied.

4. PRE-EXISTING AGREEMENTS

Cash Store and Direct Cash are (or have been) parties to the following agreements:

- (a) Cash Card Merchant Agreement among The Cash Store Inc., DirectCash ATM Processing Partnership and DirectCash ATM Management Partnership (collectively, "**DC ATM**") dated April 28, 2005, as amended by amendment dated February 28, 2013;
- (b) ATM Agreement among Cash Store Financial Services Inc. ("**Cash Store Financial**"), DC ATM, and DirectCash Acquisition Corp. dated June 29, 2010, as amended by amendment dated November 22, 2013;
- (c) Debit Terminal and Prepaid Products Agreement among Rentcash Inc. (a predecessor of Cash Store Financial) ("**Rentcash**") and DC ATM dated July 21, 2005;
- (d) PAD Payment Management Agreement between Cash Store Financial (Instaloans Collection Centre) and DirectCash ATM Processing Partnership dated July 10, 2013;
- (e) PAD Payment Management Agreement between Cash Store Financial (Cash Store Collection Centre) and DirectCash ATM Processing Partnership dated July 10, 2013;
- (f) PAD Payment Management Agreement between The Title Store and DirectCash ATM Processing Partnership dated September 25, 2012;
- (g) PAD Payment Management Agreement between Cash Store Financial (NCC Manitoba-National Collection Company) and DirectCash ATM Processing Partnership dated November 30, 2011;
- (h) PAD Payment Management Agreement between Cash Store Financial (NCC Manitoba-National Collection Company; Loans Alberta login) and DirectCash ATM Processing Partnership dated December 20, 2011;
- (i) PAD Payment Management Agreement between Cash Store Financial (NCC Manitoba-National Collection Company; New NCC MB) and DirectCash ATM Processing Partnership dated December 20, 2011;
- (j) Agency Agreement among Cash Store Financial, The Cash Store Inc., TCS Cash Store Inc., Instaloans Inc., 5515433 Manitoba Inc., and DirectCash Bank dated September 1, 2009 as amended by amendment dated February 28, 2013;
- (k) The E-Transfer Agreement between DirectCash ATM, Cash Store Financial and The Cash Store Inc. dated August, 2013;

- (l) Any and all ongoing custom software development agreements, ATM enhancement agreements, interac functionality and e-transfer development agreements and any addenda thereto;
- (m) Any and all guarantees given to DirectCash by Cash Store;
- (n) Any and all incentive agreements or programs between DirectCash and Cash Store, including the incentive letter issued by DirectCash Payments Inc. to Cash Store Financial dated December 12, 2013;
- (o) Indemnity Agreement dated April 22, 2005 given by Rentcash in favour of Card Capital Inc., Teal Financial (2003) Corp., DirectCash ATM Processing Partnership, DirectCash ATM Management Partnership, DirectCash Limited Partnership and DirectCash Management Inc. and their directors and officers, and any similar, supplementary or additional such indemnities;
- (p) Sale of Assets letter agreement between Tembo Telecom Inc. and DirectCash Management Inc. dated August 31, 2009;
- (q) Any agreement pursuant to which DirectCash holds the payment protection plan funds payable to the Applicants by Echelon General Insurance Company or any of its affiliates;
- (r) Any other agreement pursuant to which DirectCash holds funds payable to the Applicants from any other person or entity; and
- (s) Any other letter agreement, email agreement, oral agreement, or other agreement between the Applicants or any of their affiliates and DirectCash or any of their affiliates relating to the Applicant's and their affiliates' businesses

(collectively, the "**Agreements**")

The parties agree that if the list of Agreements set out above is not exhaustive, this Settlement Agreement is intended to and shall address any agreements not specifically listed, including any agreements among any affiliates of Cash Store or any affiliates of DirectCash that are not party to this Settlement Agreement, and any such agreements shall be included in the defined term "Agreements" hereafter.

5. PAYMENT AND SETTLEMENT COMMITMENTS BY DIRECTCASH

Subject to the terms and conditions hereof and the terms and conditions of the Plan, DirectCash shall pay \$14.5 million (the "**Settlement Amount**") to settle any and all claims of Cash Store and/or the Class Action Plaintiffs against DirectCash and to obtain the DirectCash Release (defined below), as follows:

- (a) Pursuant to the payment and distribution provisions of the Plan, DirectCash shall pay \$4.5 million to Cash Store to settle any and all claims of any nature whatsoever, howsoever or whenever arising, that Cash Store may have against the DirectCash Releasees, including, without limitation, in respect of the Agreements, in respect of any security deposits held by DirectCash, and in respect of certain amounts that DirectCash has set-off, deducted or otherwise withheld from payments due to Cash Store under the Agreements or otherwise in relation to amounts purportedly owing to DirectCash by Cash

Store or its foreign affiliates. It is further agreed that all claims that DirectCash may have against Cash Store in respect of the Agreements or otherwise have been considered in arriving at the Settlement Amount and that the Plan shall release Cash Store from and all such claims and any other claims, howsoever arising, which DirectCash has made or could make against Cash Store (the "**Cash Store Release**").

- (b) Pursuant to the payment and distribution provisions of the Plan, DirectCash shall pay \$6.15 million to Harrison Pensa LLP to settle any and all claims of any nature whatsoever, howsoever arising, against the DirectCash Releasees, that were raised or that could have been raised in or by the Ontario Class Action.
- (c) Pursuant to the payment and distribution provisions of the Plan, DirectCash shall pay \$3.85 million to Bennett Mounteer LLP to settle any and all claims of any nature whatsoever, howsoever arising, against the DirectCash Releasees, that were raised or that could have been raised in or by the Western Canada Class Actions.

The Settlement Amount shall be paid without defence, recoupment, set-off or counterclaim, free of any restriction or condition, and paid by wire transfer of immediately available funds to the Monitor on the following dates: (i) \$2 million shall be paid within two (2) Business Days of the date hereof; (ii) \$10 million shall be paid within two (2) Business days of the day that all applicable appeal periods related to the Sanction Order and any Class Action Approval Orders have expired and any appeal or motion for leave to appeal has been fully disposed of with no further right to appeal; and (iii) \$2.5 million shall be paid on or before May 1, 2016.

Notwithstanding the foregoing, the parties will agree, acting reasonably, to such protocols as are necessary to ensure that the closing of all transactions contemplated hereunder to occur on the Effective Date do occur on the Effective Date, including advancing the amount contemplated in item (ii) above in advance of the Effective Date.

All amounts paid by DirectCash in respect of the Settlement Amount shall be held in an interest bearing trust account maintained by the Monitor and distributed in accordance with the provisions of the Plan and any applicable plans of distributions approved under applicable Class Action Approval Orders, and only in the event that all conditions precedent hereunder and thereunder have been satisfied shall such amounts be distributed in accordance with the Plan. In all other events any amounts paid by DirectCash hereunder shall be returned to DirectCash. In all events any interest earned on these amounts shall be remitted to DirectCash.

Within fourteen days after the Effective Date, and subject to appropriate arrangements between Harrison Pensa LLP, Bennett Mounteer LLP, and Cuming & Gillespie LLP and DirectCash to address any applicable confidentiality and privacy issues, DirectCash shall provide the Information to Harrison Pensa LLP, and Bennett Mounteer LLP, or Cuming & Gillespie LLP and their distribution agent(s) as provided for below. In this regard:

- (a) "**Information**" shall mean, with respect to any person of which Direct Cash is aware that had a card funded, or deposit made, through the Cash Store and Loansalberta Inc. during the period of time described in the Class Actions: (i) the names, addresses, phone numbers and email addresses of such persons (the "**Contact Information**"), and (ii) the first day a card was loaded, the last day it was active or was reduced to a nil balance, the total value loaded in respect of a card, and the number of loads made to that card (the "**Transaction Data**");

(b) the Information provided: (i) shall be solely for the purpose of assisting in executing notice, settlement administration and settlement distribution programs for the benefit of class members and for no other purpose; (ii) shall be provided in excel or other format to be agreed upon with a supporting explanation respecting the manner in which the data is organized; (iii) related to the Contact Information - but not the Transaction Data - shall be provided to Harrison Pensa LLP, Bennett Mounteer LLP, or Cuming & Gillespie LLP; (iv) only the respective distribution agents of Harrison Pensa LLP and Bennett Mounteer LLP, or Cuming & Gillespie LLP shall receive both of the Contact Information and the Transaction Data. Harrison Pensa LLP and Bennett Mounteer LLP, or Cuming & Gillespie LLP may only review the Transaction Data in order to advise or assist the distribution agent with the claims process; (v) shall be categorized according to the province where the person's address indicates they were located or where a transaction was entered into; (vi) shall be provided in one package with no further or other deliveries subject only to a right by Harrison Pensa LLP or Bennett Mounteer LLP and Cuming Gillespie LLP or the duly appointed distribution agent(s) of them to seek and obtain reasonable explanation in respect of the Information; (vii) shall be compiled and provided in good faith respecting accuracy and completeness but without any representation or warranty as to the same; and (viii) shall be destroyed when the purposes set forth in item (i), above, are completed (with the relevant distribution agent providing a certificate to this effect to DirectCash);

(c) communications issued by the distribution agents shall only be for the purposes outlined above and shall: (i) not mention DirectCash unless legally required; and (ii) otherwise be acceptable to DirectCash, acting reasonably; and

(d) any distribution agents retained by Harrison Pensa LLP, Bennett Mounteer LLP, or Cuming Gillespie LLP shall provide a written acknowledgement to DirectCash that they are bound by the provisions set forth in this paragraph.

6. TERMINATION OF AGREEMENTS

The Parties acknowledge and agree that the Agreements have been terminated effective July 28, 2015 for the sole purpose of calculating damages owing by Cash Store in favour of DirectCash, all of which amounts are included in the consideration exchanged hereunder.

Other than the Settlement Amount, no payments shall be made by any party in respect of the termination of the Agreements.

7. PLAN OF ARRANGEMENT

(a) DirectCash Release

In consideration of the payment of the Settlement Amount, Cash Store will obtain Court and stakeholder approval of a Plan that provides for a release in favour of DirectCash, pursuant to the Plan and the Sanction Order, in substantially the following form:

At the Effective Time, (i) all DirectCash Claims shall be fully, finally, irrevocably and forever compromised, released, discharged, cancelled, barred and deemed satisfied and extinguished against each of the DirectCash Releasees, (ii) section [●] [which shall be the Injunction described below] shall apply to the DirectCash Releasees, and (iii) each of the Class Action Plaintiffs and Cash Store shall also release the DirectCash Releasees from any DirectCash Claims that has been

or could be asserted by any of them (such releases and injunctions as they apply to the DirectCash Releasees, the "**DirectCash Release**");

The Plan shall, for the purposes of the DirectCash Release, contain definitions in substantially the following form:

"DirectCash Releasees" means DirectCash and all of its present and former shareholders, parents, partners, partnerships, subsidiaries, affiliates and predecessors and each of their present and former directors, officers, servants, agents, employees, insurers, contractors, consultants and each of the successors and assigns of any of the foregoing.

"DirectCash Claims" means any right or claim of any person (including, without limitation, the Class Action Plaintiffs, Cash Store and any claims that could be brought on behalf of Cash Store by the Monitor, the Chief Restructuring Officer or any other representative of Cash Store, and affiliates of Cash Store (including, without limitation, The Cash Store Financial Limited (06773351), CSF Insurance Services Limited, The Cash Store Limited (06773354), The Cash Store Financial Corporation, The Cash Store Australia Holdings Inc. and The Cash Store Pty Ltd. (Acn107205612)), that may be asserted or made in whole or in part against any DirectCash Releasee, in any way relating to that person's relationship, business, affairs or dealings with Cash Store or DirectCash in respect of Cash Store, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, whether at law or in equity, including by reason of the commission of a tort (intentional or unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including, any legal, statutory, equitable or fiduciary duty) or by reason of any equity interest, right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and together with any security enforcement costs or legal costs associated with any such claim, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present or future, known or unknown, by guarantee, indemnity, warranty, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature including any claim arising from or caused by the breach, termination, disclaimer, resiliation, assignment or repudiation of any contract, lease, cardholder agreement, service agreement, account agreement, or other agreement with Cash Store and/or its customers, whether written or oral, any claim made or asserted through any affiliate, subsidiary, associated or related person, or any right or ability of any person to advance a claim for an accounting, reconciliation, contribution, indemnity, restitution or otherwise with respect to any matter, grievance, action (including the Ontario Class Action, the Western Canada Class Actions and any other class action or any proceeding before an administrative tribunal), cause or chose in action, whether existing at present or commenced in the future, including any security interest, charge, mortgage, deemed trust, constructive trust or other encumbrance in connection with any of the foregoing, provided however that, notwithstanding anything else in the Plan, none of the DirectCash Releasees shall be released pursuant to the Plan and/or the Sanction Order in respect of any claim by any person that is commenced with leave of the Court and based on a final judgment that a plaintiff suffered damages as a direct result and solely as a result of such plaintiff's reliance on an express fraudulent misrepresentation made by a DirectCash director, officer or employee when such director, officer, or employee had actual knowledge that the misrepresentation was false (any such claim being a "**Non-Released Claim**").

With respect to the reference to the Injunction in paragraph (a) above:

"Injunction" means the provision of the Plan that provides substantially as follows:

All persons are permanently and forever barred, stopped, stayed and enjoined, on and after the Effective Time, with respect to any and all DirectCash Claims by any such persons, 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

judicial, arbitral, administrative or other forum) against the DirectCash Releasees; (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 DirectCash Releasees 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 fiduciary duty or under the provisions of any statute or regulation, or any proceedings of any nature or kind whatsoever (including, without limitation, any proceeding in any 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 the DirectCash Releasees or their property; or (iv) taking any action to interfere with the implementation or consummation of this Plan; provided, however, that the foregoing shall not apply to the enforcement of any obligations under this Plan or any obligations that are contemplated as surviving the Effective Date of this Plan.

With respect to the reference to "Effective Date" and "Effective Time" in the foregoing, these terms shall mean the date and time on which the Plan becomes effective.

With respect to the reference to "Class Actions" in the foregoing, this term shall be broadly defined to include the Ontario Class Action, the Western Canada Class Actions and any other class action that: (i) has already been commenced in respect of Cash Store naming DirectCash, (ii) has already been commenced in respect of DirectCash and not naming Cash Store in relation to the business of Cash Store and/or the DirectCash products offered by Cash Store or DirectCash in respect of Cash Store, and (iii) involves any future class action that may be (or may be purported to be) commenced in respect of the foregoing but such definition shall not include any claims made in the Ontario Class Action, the Western Canada Class Actions or any other class action in respect of Cash Store (except to the extent of any claims against the DirectCash Releasees in any such actions) unless otherwise agreed among Cash Store and the Class Action Plaintiffs.

Notwithstanding that the Plan and/or the Sanction Order will not provide a release of any Non-Released Claims, each of the Cash Store and the Class Action Plaintiffs hereby agrees that, subject to and as of the Effective Date, each of the Cash Store and the Class Action Plaintiffs shall have, and shall be deemed to have, hereby released all of the DirectCash Releasees of and from any and all Non-Released Claims and that, following the Effective Date, none of the Cash Store or any of the Class Action Plaintiffs shall have any ability to pursue a Non-Released Claim against any of the DirectCash Releasees.

(b) Cash Store Release

The Plan shall also provide that, from and after the Effective Time of the Plan, Cash Store and all of its present and former shareholders, parents, partners, partnerships, subsidiaries, affiliates and predecessors and each of their present and former directors, officers, servants, agents, employees, insurers, contractors, consultants and each of the successors and assigns of any of the foregoing shall be released from any and all claims that DirectCash has asserted or could assert against any of the foregoing, and that Direct Cash all of its present and former shareholders, parents, partners, partnerships, subsidiaries, affiliates and predecessors and each of their present and former directors, officers, servants, agents, employees, insurers, contractors, consultants and each of the successors and assigns of any of the foregoing, shall be enjoined from pursuing any such claims from and after the Effective Time of the Plan.

8. SUPPORT FOR THE PLAN

The Parties hereto all covenant and agree to:

- (a) support Cash Store in obtaining as promptly as practicable Court approval of this Settlement Agreement, the Plan and the Sanction Order, and any Class Action Approval Orders, as and to the extent that the Plan, the Sanction Order and any Class Action Approval Orders concern the matters set forth in this Settlement Agreement and the settlements contemplated hereby;
- (b) execute any and all documents and perform any and all acts required by this Settlement Agreement and the settlement contemplated herein, including any consent, approval or waiver requested by Cash Store, acting reasonably;
- (c) oppose any action by any party that could interfere with, delay or impede the implementation of this Settlement Agreement, the Plan, or the granting and implementation of the Sanction Order or any other Class Action Approval Orders, as and to the extent that any such actions concern matters set forth in this Settlement Agreement and the settlements contemplated hereby; and
- (d) not take any actions or fail to take any actions that would be, in either case, inconsistent with this Settlement Agreement or the settlement contemplated herein or which would or be reasonably expected to interfere with, delay or impede (i) the implementation of this Settlement Agreement or the Plan, or (ii) the granting and implementation of the Sanction Order or any other Class Action Approval Orders, as and to the extent that any such actions concern matters set forth in this Settlement Agreement and the settlements contemplated hereby.

9. FURTHER ASSURANCES

The parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the settlement and transactions contemplated by this Settlement Agreement and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purpose of this Settlement Agreement and carry out its provisions.

10. MISCELLANEOUS

- (a) Currency - All dollar amounts expressed herein are in Canadian dollars except as specifically noted otherwise.
- (b) Headings – Headings of sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Settlement Agreement.
- (c) Including – Where the word “including” or “includes” is used in this Settlement Agreement, it means “including (or includes) without limitation”
- (d) Number and Gender – Unless the context requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

- (e) Severability – If, in any jurisdiction, any provision of this Settlement Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Settlement Agreement and without affecting the validity of enforceability of such provision in any other jurisdiction or without affecting its application to any other party or circumstance;
- (f) Time – Time is of the essence in the performance of the parties' respective obligations.

11. COUNTERPARTS

This Settlement Agreement may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement. Delivery of an executed original counterpart of a signature page of this Settlement Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed original counterpart of this Settlement Agreement.

12. ENTIRE AGREEMENT

This Settlement Agreement constitutes the entire agreement between the parties with respect to the matter herein. The execution of this Settlement Agreement has not been induced by, nor do any of the parties rely upon or regard as material, any representations, promises, agreements or statements whatsoever not incorporated herein and made a part hereof.

13. GOVERNING LAW

This Settlement Agreement shall be governed by, and will be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario. The parties hereby attorn to the jurisdiction of the Superior Court of Justice in the Province of Ontario, in the CCAA proceeding, in respect of any dispute arising from this Settlement Agreement.

14. AMENDMENT

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

15. EXPENSES

Each of the parties shall pay their respective legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with this Settlement Agreement and its implementation.

16. CHIEF RESTRUCTURING OFFICER

It is acknowledged by DirectCash that the Chief Restructuring Officer shall have no personal liability whatsoever for the execution of this Settlement Agreement, any matter contained in this Settlement Agreement or any of the covenants or provisions contained herein; provided however that the Chief Restructuring Officer shall exercise the powers granted to the Chief Restructuring Officer under the Initial

Order to cause Cash Store to perform Cash Store's obligations under this Settlement Agreement and the Chief Restructuring Officer shall be bound by the DirectCash Release at the Effective Time of the Plan.

17. MONITOR'S CAPACITY

The parties acknowledge and agree that the Monitor, acting in its capacity as the Monitor of Cash Store in the CCAA Proceedings, will have no liability in connection with this Settlement Agreement (including in relation to any information or data provided by the Monitor in connection with this Settlement Agreement) whatsoever in its capacity as Monitor, in its personal capacity or otherwise; provided however that the Monitor shall exercise the powers granted to the Monitor under the Initial Order to perform the Monitor's obligations in respect of this Settlement Agreement and the Monitor shall be bound by the DirectCash Release at the Effective Time of the Plan.

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IN WITNESS OF WHICH the parties have executed this Settlement Agreement.

1511419 ONTARIO INC., formerly known as
THE CASH STORE FINANCIAL SERVICE INC.

By: William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

1545688 ALBERTA INC., formerly known as
THE CASH STORE INC.

By: William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

1152919 ALBERTA INC, formerly known as
INSTALOANS INC.

By: William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

5515433 MANITOBA INC.

By: William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

986301 ALBERTA INC., formerly known as TCS
CASH STORE INC.

By: William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

7252331 CANADA INC.

By: William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

1693926 ALBERTA LTD.

By:

William E. Aziz

Name: William E. Aziz

Title: Chief Restructuring Officer

DIRECTCASH PAYMENTS INC.

By: 

Name: Jeffrey Smith
Title: President & CEO

DIRECTCASH MANAGEMENT INC. (in its own capacity and as general partner of the following three partnerships)

By: 

Name: Jeffrey Smith
Title: President & CEO

DIRECTCASH ATM PROCESSING PARTNERSHIP by its general managing partner DIRECTCASH MANAGEMENT INC.

By: 

Name: Jeffrey Smith
Title: President & CEO

DIRECTCASH ATM MANAGEMENT PARTNERSHIP by its general managing partner DIRECTCASH MANAGEMENT INC.

By: 

Name: Jeffrey Smith
Title: President & CEO

DIRECTCASH CANADA LIMITED PARTNERSHIP by its general managing partner DIRECTCASH MANAGEMENT INC.

By: 

Name: Jeffrey Smith
Title: President & CEO

DIRECTCASH BANK

By:



Name: Jeffrey Smith
Title: CEO

DIRECTCASH ACQUISITION CORP.

By:



Name: Jeffrey Smith
Title: President & CEO

DIRECTCASH MANAGEMENT UK LTD.

By:



Name: Jeffrey Smith
Title: President & CEO

DIRECTCASH MANAGEMENT AUSTRALIA PTY LTD.


By:



Name: Jeffrey Smith
Title: President & CEO

HARRISON PENSEA LLP, on behalf of Timothy
Yeoman

By:

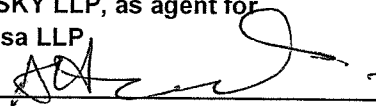


Name: Jonathan Foreman

Title: Partner

**KOSKIE MINSKY LLP, as agent for
Harrison Pensa LLP**

By: _____


Name: Andrew Hatnay

Title: Partner

BENNETT MOUNTEER LLP, on behalf of
Roberta Stewart, Kostas Efthimiou, John Ironbow
and Scott Meeking and Sheri Rehl

By: _____

Name: Mark Munteer

Title: Partner

**CUMING & GILLESPIE, as co-counsel to
Bennett Mounter LLP**

By: _____

Name: Craig Gillespie
Title: Partner

SCHEDULE C

D&O/Insurer Global Settlement Agreement

**IN THE MATTER OF
THE CASH STORE FINANCIAL SERVICES INC.**

B E T W E E N:

Globis Capital Partners, L.P., Globis Overseas Fund Ltd., David Fortier, Darren Hughes, Marianne Dessis, Jean-Jacques Fournier and any other proposed representative plaintiffs in Ontario Superior Court Action No. CV-13-481943-00CP (the "**Fortier Action**"), Alberta Queen's Bench Action 1303 07837 (the "**Hughes Action**"), Québec Superior Court Action No. 200-06-000165-137 (the "**Dessis Action**"), Southern District of New York Action No. 13 Civ. 3385 (VM) (the "**Globis Action**") in their personal and proposed representative capacities (collectively, the "**Securities Class Actions**" and the "**Securities Class Action Plaintiffs**")

- and -

Timothy Yeoman and any other proposed representative plaintiffs in Ontario Superior Court Action No. 7908/12 CP and/or Ontario Superior Court Action No. 4171/14 in their personal and proposed representative capacities (together, the "**Yeoman Action**" and the "**Ontario Consumer Class Action Plaintiff**")

- and -

Andrew Bodnar, Roberta Stewart, Shayne Tschritter, Kostas Efthimiou, John Ironbow and Scott Meeking, Sheri Rehill and any other representative plaintiffs in British Columbia Supreme Court Action No. 154924, British Columbia Supreme Court Action No. 041348, British Columbia Supreme Court Action No. 126361, Alberta Court of Queen's Bench Action No. 0301-16243, Alberta Court of Queen's Bench Action No. 1201-11816, Saskatchewan Court of Queen's Bench Action No. 1452 of 2012, Saskatchewan Court of Queen's Bench Action No. 1453 of 2012, Manitoba Court of Queen's Bench Action No. CI 12-01-80578 and Manitoba Court of Queen's Bench Action No. CI 110-01-66061 in their personal and proposed representative capacities (collectively, the "**Western Canada Actions**" and the "**Western Canada Consumer Class Action Plaintiffs**")

- and -

William Aziz, solely in his capacity as the court-appointed Chief Restructuring Officer (the "**CRO**") of 1511419 Ontario Inc., formerly known as The Cash Store Financial Services Inc. ("**Cash Store**") and Cash Store's affiliates and subsidiaries

- and -

Cash Store, Nancy Bland, Gordon J. Reykdal, Craig Warnock, J. Albert Mondor, Ron Chicoyne, Michael M. Shaw, William Dunn, Edward McClelland, Robert Gibson, Barret Reykdal, S. William Johnson, Michael J.L. Thompson and Halldor Kristjansson (collectively, the "**Defendants**")

-and-

424187 Alberta Ltd. ("424")

SETTLEMENT AGREEMENT

(made as of this the 22nd day of September, 2015)

1. This Settlement Agreement between the Parties (the "**Settlement Agreement**") is to resolve, in accordance with the terms more particularly set out herein, the Claims (as defined in paragraph 9 herein), howsoever arising and in all jurisdictions, including Canada and the United States, and to provide the Release (as defined in paragraph 9 herein) in favour of the Released Parties (as defined in paragraph 9 herein) on the terms and conditions set forth herein.
2. The Defendants and 424 make no admissions of liability and waive no defences available to them with respect to the Claims (as defined in paragraph 9 herein) or otherwise.
3. It is the intention of the Parties that this Settlement Agreement shall be:
 - a. approved by an order of the supervising judge in the *Companies' Creditors Arrangement Act* ("**CCAA**") proceeding bearing Court File No. CV-14-10518-00CL (the "**CCAA Proceeding**"), who is also designated to hear the settlement approval motions in the Fortier Action and the Yeoman Action under the *Class Proceedings Act, 1992* (the "**Court**"), which orders shall be submitted to the Court in form and substance acceptable to counsel to the Defendants and 424, each acting reasonably (the "**Fortier Settlement Approval Order**" and the "**Yeoman Settlement Approval Order**");
 - b. approved by an order of the class action court overseeing the Western Canada Consumer Class Actions, which order shall be submitted to the court in form and substance acceptable to counsel to the Defendants and 424, each acting reasonably (the "**Western Canada Settlement Approval Order**"); and
 - c. implemented through a Plan of Compromise and Arrangement in respect of Cash Store under the CCAA, which Plan will be presented to the Court substantially in the form attached hereto at **Schedule B** (the "**Plan**"), for sanction by the Court pursuant to an order of the Court, which shall be submitted to the Court in form and substance acceptable to counsel the Defendants and 424, each acting reasonably (the "**Sanction Order**").
4. It is also the intention of the parties:
 - a. to seek recognition and enforcement of the Sanction Order by an order of 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*, to be submitted to the U.S. Court in form and substance acceptable to counsel to the Defendants (the "**Recognition Order**");

- b. to obtain a stipulation of dismissal of the Globis Action with prejudice and without costs by the United States District Court for the Southern District of New York (the "U.S. District Court"), pursuant to an order to be submitted to the U.S. District Court in form and substance acceptable to counsel to the Defendants (the "New York Order", together with the Recognition Order, the "U.S. Orders");
 - c. to obtain an order of the Superior Court of Québec (the "Quebec Court") approving the discontinuance of the Dessis Action, pursuant to an order to be submitted to the Quebec Court in form and substance acceptable to counsel to the Defendants (the "Québec Order"); and
 - d. to obtain an order of the Alberta Court of Queen's Bench (the "Alberta Court") approving the discontinuance of the Hughes Action, pursuant to an order to be submitted to the Alberta Court in form and substance acceptable to counsel to the Defendants (the "Alberta Order").
5. For purposes of this Settlement Agreement:
- a. the Securities Class Action Plaintiffs, the Ontario Consumer Class Action Plaintiff, the Western Canada Consumer Class Action Plaintiffs and the CRO, on behalf of Cash Store as a plaintiff, are collectively referred to herein as the "Claimants";
 - b. the Claimants, 424 and the Defendants are collectively referred to herein as the "Parties"; and
 - c. the present or former directors and officers of Cash Store or its affiliates or subsidiaries are collectively referred to herein as the "D&O Defendants".

Payment of Settlement Amount, Cancellation of 424 Debt and Other Consideration

6. A settlement amount of CDN \$19,033,333 (the "Settlement Amount") shall be paid by the D&O Defendants in accordance with the terms hereof and the Plan, and shall be released to the Claimants in accordance with the terms hereof and the Plan, when all conditions precedent set out in paragraph 36 herein and the Plan have been satisfied or waived (the "Effective Date").

7. The CDN \$2,000,000 face value of debt under the November 29, 2013 Credit Agreement of Cash Store (the "First Lien Notes") held by 424 (the "424 Debt") shall be cancelled, such cancellation not to be effective until all conditions precedent set out in paragraph 36 herein and the Plan have been satisfied or waived. Interest shall be payable on the 424 Debt to the date of cancellation, without prejudice to the right of Cash Store to seek an order from the Court to suspend or cancel future interest payments to all holders of the First Lien Notes. The parties agree that 424 will continue to receive interest on the 424 Debt unless and until a final order is made by the Court determining that no holder of the First Lien Notes is entitled to further interest payments.

8. The payment of the Settlement Amount, the release of the claims described in paragraphs 10 and 47 hereof, the cancellation of the 424 Debt, and the payment of certain implementation costs by the D&O Defendants, represent the full contribution or payment of any kind to be made

by the D&O Defendants and 424 in settlement of the Claims, inclusive of interest, legal fees, disbursements and taxes (including GST, HST, or any other taxes which may be payable in respect of this settlement), any costs associated with the distribution of the Settlement Amount, all costs of any necessary notice in connection with the settlement, all costs associated with the implementation and administration of the settlement and any other monetary costs or amounts associated with this Settlement Agreement or otherwise, except as otherwise expressly provided for herein.

Release of Claims and Bar Order

9. As of the Effective Date, the Claimants, on behalf of themselves and their respective subsidiaries, affiliates and related companies and current and former partners, associates, employees, directors, officers and insurers, and in the case of Cash Store, of all current directors, officers and employees of Cash Store, including the CRO, and the heirs, administrators, executors, successors and assigns of each, and on behalf of any person (as defined in the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c.B-3, as amended to the date hereof, "**Person**") who claims a right or interest through the Claimants or any of them, (collectively, the "**Releasers**") shall hereby fully, finally and forever release, remise, acquit and forever discharge, without qualification or limitation, the Defendants, 424, and their respective past, present and future subsidiaries, affiliates and related companies, partners, associates, employees, directors, officers, insurers, family members, heirs, administrators, executors, successors and assigns (collectively, the "**Released Parties**" which, for greater certainty, include all of the D&O Defendants) separately and jointly, of and from any and all rights, interests, obligations, debts, dues, sums of money, accounts, reckonings, damages, claims, actions, allegations, causes of action, counterclaims or demands whatsoever, whether known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent, that have been or that could have been asserted by any of the Releasers through to the date of this Settlement Agreement (including, without limitation, any claim for contribution, indemnification, reimbursement or any other forms of claims over that could be asserted by any of the Releasers on or after the date hereof based on events occurring prior to and through to the date hereof and including any allegation of breach of duty and/or fraud or fraudulent misrepresentation by the Released Parties) against the Released Parties, or any of them, arising out of, in connection with, or in any way related, directly or indirectly, to Cash Store and its affiliates and subsidiaries (collectively, the "**Claims**"), including, but not limited to, all claims raised or which could have been raised in the actions listed in **Schedule A** hereto (the "**Actions**"); provided that, notwithstanding anything else in this paragraph, none of the D&O Defendants shall be released under this Settlement Agreement or the Plan for or from any Claim, commenced with leave of the Court, by any Person (other than the Claimants):

- a. in respect of a claim that cannot be released under section 5.1(2) of the CCAA or section 19(2) of the CCAA;
- b. that is based on a final judgment that a plaintiff suffered damages as a direct result and solely as a result of such plaintiff's reliance on an express fraudulent misrepresentation made by the D&O Defendants, or any of them, where such D&O Defendant had actual knowledge that the misrepresentation was false; or

- c. who is a third party lender to Cash Store, solely in its capacity as a third party lender to Cash Store, unless the Claimants or any of them have (as in the case of 0678786 B.C. Ltd., formerly c.o.b. as McCann Family Holding Corporation), or may hereafter enter into, a settlement with such third party lender under or in connection with the Plan or the matters giving rise to it;

(the "**Release**" and the non-released claims listed in 9.a., 9.b. and 9.c. above being, the "**Non-Released Claims**").

10. As of the Effective Date, the Defendants and 424, on behalf of themselves and their respective subsidiaries, affiliates and related companies and current and former partners, associates, employees, directors, officers, insurers and the heirs, administrators, executors, predecessors, successors and assigns of each, and on behalf of any Person who claims a right or interest through them, (the "**Defendant Releasers**"), shall hereby fully, completely, finally and forever release, remise, acquit and forever discharge, without qualification or limitation, the named plaintiffs in each of the Securities Class Actions, the Yeoman Action and the Western Canada Actions, and their respective counsel (collectively, the "**Released Claimant Parties**"), separately and jointly, of and from any and all rights, interests, obligations, debts, dues, sums of money, accounts, reckonings, damages, claims, actions, liabilities, allegations, causes of action, counterclaims or demands whatsoever, whether known or unknown, in law or equity, of whatever kind or character, suspected, fixed or contingent, that have been or that could have been asserted by any of the Defendant Releasers through to the date of this Settlement Agreement (including, without limitation, any claim for contribution, indemnification, reimbursement or any other forms of claims over that could be asserted by any of the Defendant Releasers on or after the date hereof based on events occurring prior to and through to the date hereof) against the Released Claimant Parties, or any of them, arising out of, in connection with, or in any way related, directly or indirectly, to Cash Store, its affiliates and subsidiaries, or the prosecution, defense or settlement of the actions set out at Schedule A hereto, (collectively, the "**Defendants' Claims**" and the "**Defendants' Release**"). As of the Effective Date, the Defendant Releasers will be forever barred and enjoined from prosecuting the Defendants' Claims against the Released Claimant Parties or any other Person who may claim any form of indemnity or contribution from any of the Released Claimant Parties in respect of any Defendants' Claims or any matter related thereto.

11. Without limiting the generality of paragraphs 9 and 10 above, the Releasers and Defendant Releasers acknowledge that the intent of the Release and the Defendant's Release is to conclude all issues arising from the Claims and Defendants' Claims and it is understood and agreed that this Settlement Agreement is intended to release, and does release, as of the Effective Date, not only all known actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury in respect of any Claims and Defendants' Claims, but all actions, causes of action, claims and demands for damages, indemnity, costs, interest and loss or injury not now known or anticipated but which may later develop or be discovered in respect of any Claims and Defendants' Claims, including all the effects and consequences thereof, other than any Non-Released Claims.

12. As of the Effective Date, the Releasers' recovery from any person against whom the Releasers, or any of them, pursue a Claim for damages (a "**Third Party Defendant**") and with

whom the Released Parties, or any of them, are judicially determined to be jointly and severally liable to the Releasors, or any of them, for damages, will be limited to the Third Party Defendant's several and proportionate share of liability, as determined by the Court, provided that the Third Party Defendant successfully proves a claim for contribution and indemnity from the Released Parties in respect of the Releasors' claim against the Third Party Defendant.

13. Prior to the Effective Date, Cash Store will formally amend in a fashion satisfactory to counsel for the Defendants and 424, each acting reasonably, any Statements of Claim in existing actions that will continue after the Effective Date, including but not limited to actions in the Ontario Superior Court Justice (Commercial List) bearing Court File Nos. CV-14-10770-00CL, CV-14-10771-00CL, CV-14-10773-CL and CV-14-10774-CL (the "**Cash Store Amendments**"), to provide that, to the extent the Third Party Defendants (or any of them) successfully prove a claim against the D&O Defendants or any of them and are judicially determined to be jointly and severally liable with such D&O Defendant to Cash Store for damages, Cash Store will limit its recovery from such Third Party Defendant to their several liability in accordance with paragraph 12 above. Nothing in this provision or in the proposed amendments to the existing Statements of Claim will limit Cash Store's recovery of full damages on a joint and several basis from any of the Third Party Defendants as between the Third Party Defendants themselves. As of the Effective Date, any future action commenced by Cash Store shall be similarly limited to the portion of any damages that corresponds to the proportionate share of liability of the Third Party Defendants, provided that the necessary preconditions set out above are met.

14. Prior to the Effective Date, Cash Store will formally abandon, discontinue and/or dismiss with prejudice its claims against 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 0678786 B.C. Ltd. (formerly c.o.b. as McCann Family Holding Corporation) in the Ontario Superior Court of Justice (Commercial List) action bearing Court File No. CV-14-10770-00CL.

15. Prior to the Effective Date, the Ontario Consumer Class Action Plaintiff in the Yeoman Action will bring a motion to the Court for one or more orders (the "**Yeoman Amendment Orders**") approving the amendment, in a fashion satisfactory to counsel for the Defendants and 424, each acting reasonably, of any Statements of Claim in existing actions that will continue after the Effective Date, including but not limited to actions in the Ontario Superior Court Justice bearing Court File Nos. 7908/12 CP and 4172/14, to provide that, to the extent the Third Party Defendants (or any of them) successfully prove a claim against the D&O Defendants (or any of them) and are judicially determined to be jointly and severally liable with such D&O Defendant to the Ontario Consumer Class Action Plaintiff in the Yeoman Action for damages, the Ontario Consumer Class Action Plaintiff in the Yeoman Action will limit its recovery from such Third Party Defendants to their several liability in accordance with paragraph 12 above. Nothing in this provision or in the proposed amendments to the existing Statements of Claim will limit the Ontario Consumer Class Action Plaintiff's recovery in the Yeoman Action of full damages on a joint and several basis from any Third Party Defendant as between the Third Party Defendants themselves. As of the Effective Date, any future action commenced by the Ontario Consumer Class Action Plaintiff shall be similarly limited to the portion of any damages that corresponds to

the proportionate share of liability of the Third Party Defendants, provided that the necessary preconditions set out above are met.

16. Prior to the Effective Date, the Western Canada Consumer Class Action Plaintiff in the Western Canada Actions will bring a motion to the supervising court(s) for one or more orders (the "**Western Canada Amendment Orders**") approving the amendment, in a fashion satisfactory to counsel for the Defendants and 424, each acting reasonably, of any Statements of Claim in any of the Western Canada Actions that will continue after the Effective Date, to provide that, to the extent the Third Party Defendants (or any of them) successfully prove a claim against the D&O Defendants (or any of them) and are judicially determined to be jointly and severally liable with such D&O Defendant to the Western Canada Consumer Class Action Plaintiffs in the Western Canada Actions for damages, the Western Canada Consumer Class Action Plaintiffs in the Western Canada Actions will limit their recovery from such Third Party Defendants to their several liability in accordance with paragraph 12 above. Nothing in this provision or in the proposed amendments to the existing Statements of Claim will limit the Western Consumer Class Action Plaintiffs' recovery in the Western Canada Actions of full damages on a joint and several basis from any Third Party Defendant as between the Third Party Defendants themselves. As of the Effective Date, any future action commenced by the Western Consumer Class Action Plaintiffs shall be similarly limited to the portion of any damages that corresponds to the proportionate share of liability of the Third Party Defendants, provided that the necessary preconditions set out above are met.

17. As soon as practicable following the Effective Date, the Ontario Consumer Class Action Plaintiff in the Yeoman Action will bring motions to the Court for an order (the "**Yeoman TPL Order**") approving the abandonment, discontinuance and/or dismissal with prejudice of the claims against Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #5, Trimor Annuity Focus Limited Partnership #6 and 0678786 B.C. Ltd. (formerly c.o.b. as McCann Family Holding Corporation) in the Ontario Superior Court of Justice action bearing Court File No. 4172/14.

18. It is the intention of the Parties that this Settlement Agreement and the terms of the Fortier Settlement Approval Order, the Yeoman Settlement Approval Order, the U.S. Orders, the Plan and the Sanction Order will provide the Release and related claims bar orders in favour of the Released Parties and will satisfy and extinguish any and all Claims howsoever arising (other than Non-Released Claims), without opt-outs.

19. Pending the Effective Date, and subject to the occurrence of the Effective Date, no further proceedings shall be commenced or continued by the Releasers, or any of them, or the Monitor against the Released Parties, or any of them, directly or indirectly, in respect of any Claims.

The Orders

20. The Parties shall seek to have the supervising justice in the CCAA Proceeding designated to hear the motion for approval of the settlement of the Fortier Action and the Yeoman Action pursuant to both the CCAA and the *Class Proceedings Act, 1992*.

Fortier

21. Contemporaneously with the CRO's motion for entry of a Meeting Order in the CCAA proceedings in respect of the Plan, which is currently scheduled to be heard on September 30, 2015, the Ontario Securities Class Action Plaintiff in the Fortier Action shall bring a motion to the Court, supported by the Defendants in the Fortier Action, for an order approving a notice program regarding the hearing to approve the settlement (the "**Fortier Notice Program**") as follows:

- a. notice to the Service List in the CCAA Proceeding, in the manner agreed upon to constitute notice for the purpose of the CCAA Proceeding;
- b. reasonable notice to those against whom the Release and related bar provisions are to be effective; and
- c. notice to the prospective class members in accordance with the notice plan approved by the Court in connection with the Fortier Action.

22. Regardless of their obligations under paragraph 21 above, the Parties shall abide by the Fortier Notice Program ordered by the Court and the failure to obtain an order on the terms set out in paragraph 21 above shall not be a basis to terminate the settlement.

23. Contemporaneously with the CRO's motion to the Court for the entry of the Sanction Order, the Securities Class Action Plaintiffs in the Fortier Action shall bring a motion to the Court for the entry of the Fortier Settlement Approval Order.

Yeoman

24. Contemporaneously with the CRO's motion for entry of a Meeting Order in the CCAA proceedings in respect of the Plan, which is currently scheduled to be heard on September 30, 2015, the Ontario Consumer Class Action Plaintiff in the Yeoman Action shall bring a motion to the Court, supported by the Defendants in the Yeoman Action, for an order approving a notice program regarding the hearing to approve the settlement (the "**Yeoman Notice Program**") as follows:

- a. notice to the Service List in the CCAA Proceeding, in the manner agreed upon to constitute notice for the purpose of the CCAA Proceeding;
- b. reasonable notice to those against whom the Release and related bar provisions are to be effective; and
- c. notice to the prospective class members in accordance with the notice plan approved by the Court in connection with the Yeoman Action.

25. Regardless of their obligations under paragraph 24 above, the Parties shall abide by the Yeoman Notice Program ordered by the Court and the failure to obtain an order on the terms set out in paragraph 24 above shall not be a basis to terminate the settlement.

26. Contemporaneously with the CRO's motion to the Court for the entry of the Sanction Order, the Plaintiffs in the Yeoman Action shall bring a motion to the Court for the entry of the Yeoman Settlement Approval Order.

Western Canada Class Actions

27. Within two weeks of the CRO's motion for entry of a Meeting Order in the CCAA proceedings in respect of the Plan, which is currently scheduled to be heard on September 30, 2015, the Western Canada Consumer Class Action Plaintiffs in the Western Canada Actions shall bring a motion to the Court, supported by the Defendants in the Western Canada Actions, for an order approving a notice program regarding the hearing to approve the settlement (the "**Western Canada Notice Program**") as follows:

- a. notice to the Service List in the CCAA Proceeding, in the manner agreed upon to constitute notice for the purpose of the CCAA Proceeding;
- b. reasonable notice to those against whom the Release and related bar provisions are to be effective; and
- c. notice to the prospective class members in accordance with the notice plan approved by the supervising court in connection with the Western Canada Actions.

28. Regardless of their obligations under paragraph 27 above, the Parties shall abide by the Western Canada Notice Program ordered by the Court and the failure to obtain an order on the terms set out in paragraph 27 above shall not be a basis to terminate the settlement.

29. Contemporaneously with the CRO's motion to the Court for the entry of the Sanction Order, the Western Canada Consumer Class Action Plaintiffs in the Western Canada Actions shall bring a motion to the supervising court(s) for the entry of the Western Canada Settlement Approval Order.

30. The costs of the Fortier Notice Program, the Yeoman Notice Program and the Western Canada Notice Program (collectively, the "**Notice Programs**"), subject to a cap of CDN \$200,000 in the aggregate, will be paid by the D&O Defendants within fifteen (15) days of the costs being incurred irrespective of whether this Settlement Agreement is approved by the Court or the U.S. Court. If the settlement is not approved, these costs will be non-refundable to the D&O Defendants. If the Settlement Agreement is approved as described herein, the amounts paid by the D&O Defendants in relation to the Notice Programs will be a credit to the payment the D&O Defendants are required to make in respect of the Settlement Amount. In the event that any costs of the Notice Programs are required to be credited to the D&O Defendants in respect of the Settlement Amount pursuant to this paragraph 30:

- a. the costs incurred in respect of the Fortier Notice Program shall be a credit to the amounts owing in respect of the Securities Class Actions and CRO Actions, and shall be allocated between the recipients of those amounts in amounts corresponding to the relative proportions set out in paragraphs 39(a), (b), and (c);

- b. the costs incurred in respect of the Yeoman Notice Program shall be a credit to the amount owing in respect of the Yeoman Action; and
- c. the costs incurred in respect of the Western Canada Notice Program shall be a credit to the amount owing in respect of the Western Canada Actions.

31. The Parties shall use all commercially reasonable efforts to: (i) obtain and/or satisfy any court approval order, waiver, certificate, document, or agreement; (ii) provide necessary notice to affected individuals; and (iii) fulfill any other condition reasonably necessary for the implementation of the Release and the Plan.

US Orders

32. As soon as practicable in conjunction with the CRO's motion for entry of the Sanction Order, and in any event as soon as practicable following the entry of the Sanction Order, the Monitor shall seek the Recognition Order from the U.S. Court. Ken Coleman of Allen & Overy LLP shall be retained as U.S. counsel to the Monitor ("**U.S. Counsel**"), as foreign representative, for purposes of making the application for the Recognition Order.

33. As soon as practicable following the issuance of the Recognition Order (or the Sanction Order in the event that the Recognition Order is not granted due to a lack of jurisdictional basis), the lead plaintiffs in the Globis Action shall, by stipulation supported by the Defendants, seek the entry of the New York Order by the United States District Court for the Southern District of New York.

34. Fifty percent (50%) of the costs of U.S. Counsel (excluding any other costs or fees of the Monitor) to obtain the Recognition Order shall be paid by the D&O Defendants and fifty percent (50%) of such costs shall be paid by the CRO to be reimbursed from the Settlement Amount, subject to a total cap of CDN \$250,000 (i.e. CDN\$125,000 from the D&O Defendants and CDN\$125,000 from the CRO). Any costs in excess of CDN \$250,000 shall be borne solely by the D&O Defendants.

35. Any costs of the proceedings in the U.S. to obtain the Recognition Order that are paid from the Settlement Amount pursuant to paragraph 34 shall be allocated between the recipients of the Settlement Amount in amounts corresponding to the relative proportions set out in paragraph 39.

Conditions Precedent to Implementation of the Settlement

36. The settlement will become effective on the Effective Date when the following conditions precedent have been satisfied or waived by all of the D&O Defendants who are parties to this Settlement Agreement:

- a. issuance of the Fortier Settlement Approval Order, the Yeoman Settlement Approval Order, the Western Canada Settlement Approval Order, the Sanction Order and the U.S. Orders, provided however that the settlement and the Effective Date shall not be conditional upon the issuance of the Recognition Order in the

event that the U.S. Court refuses to issue the Recognition Order due to a lack of jurisdiction;

- b. issuance of the Québec Order;
- c. issuance of the Alberta Order;
- d. issuance by the Court of an order dismissing the Ontario Superior Court of Justice (Commercial List) action styled *The Cash Store Financial Services, Inc. v. Gordon Reykdal et al.*, and bearing Court File No. CV-14-10772-00CL (the “**CRO Action**”) with prejudice and without costs, to be submitted to the Court in form and substance acceptable to counsel to the Defendants (the “**CRO Dismissal Order**”);
- e. issuance of the Yeoman Amendment Orders, the Yeoman TPL Order and the Western Canada Amendment Order;
- f. the Fortier Settlement Approval Order, the Yeoman Settlement Approval Order, the Western Canada Settlement Approval Order and the Sanction Order shall have become final orders not subject to further appeal or challenge;
- g. amendment by Cash Store of any Statements of Claim in existing actions as set out in paragraph 13 hereto;
- h. abandonment, discontinuance and/or with prejudice dismissal of the Monitor’s motion dated September 18, 2014 in the CCAA proceedings in respect of alleged transfers at undervalue;
- i. abandonment, discontinuance and/or with prejudice dismissal of the claims against Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #6 and 0678786 B.C. Ltd. (formerly c.o.b. as McCann Family Holding Corporation) in the Ontario Superior Court of Justice (Commercial List) action styled *The Cash Store Financial Services, Inc. v. Trimor Annuity Focus Limited Partnership et al.* and bearing Court File No. CV-14-10770-00CL;
- j. each D&O Defendant who is a party to this Settlement Agreement shall have provided a sworn affidavit indicating that such Defendant is not a holder of any of the 11.5% Senior Secured Notes Due 2017 issued by the Cash Store pursuant to the Indenture dated as of January 31, 2012 (the “**Second Lien Notes**”) and that no “related person” of that Defendant (as such term is defined in the *Income Tax Act*) is a holder of the Notes;
- k. the D&O Defendants shall have paid the Settlement Amount in accordance with the terms hereof and the Plan; and

- l. the conditions precedent to implementation of the Plan shall have been satisfied or waived in accordance with the terms of the Plan.

37. Subject to the parties executing a written extension addendum, if the conditions in paragraph 36 are not satisfied by June 30, 2016:

- a. this Settlement Agreement shall terminate;
- b. any issued Orders listed in paragraph 36 shall be null and void;
- c. the Settlement Amount shall be returned by the Monitor to the D&O Defendants no later than five (5) Business Days after June 30, 2016 in accordance with wire transfer instructions to be provided to the Monitor no later than three (3) Business Days after June 30, 2016; and
- d. all discussions, actions, undertakings and agreements by and between the Parties in respect of the negotiation, execution and attempted implementation of this Settlement Agreement shall be without prejudice to the positions of the Parties in the Actions and/or any subsequent proceedings between the Parties.

Implementation of the Settlement

38. The Settlement Amount shall be paid by the D&O Defendants into the "Monitor's Distribution Account" in accordance with the provisions of the Plan.

39. Subject to court approval and the terms of the Plan, the Settlement Amount shall be allocated as follows:

- a. CDN \$4,875,000 to shareholder class members in respect of the shareholder claims in the Securities Class Actions;
- b. CDN \$8,904,167 to noteholder class members in respect of the noteholder claims in the Securities Class Actions;
- c. CDN \$2,750,000 to the estate of Cash Store in respect of the CRO Action, to be distributed to the secured creditors of Cash Store in accordance with their priorities as set out under the terms of the Plan;
- d. CDN \$1,437,500 to members of the class in the Yeoman Action in respect of the claims in the Yeoman Action; and
- e. CDN \$1,066,666 to members of the class in the Western Canada Actions in respect of the claims in the Western Canada Actions.

40. The CDN \$4,875,000 portion of the Settlement Amount allocated to the shareholder class members in respect of the shareholder claims in the Securities Class Actions and the CDN \$8,904,167 portion of the Settlement Amount allocated to noteholder class members in respect of the noteholder claims in the Securities Class Actions (together, the "**Securities Class Action**")

Settlement Amount”) shall be distributed pursuant to a plan of allocation to be developed by Siskinds LLP, Kirby McInerney LLP, and Hoffner PLLC (“**Securities Class Action Counsel**”) and approved by the court. No portion of the Securities Class Action Settlement Amount shall revert back to the Defendants, regardless of the quantity of claims filed or amount of funds remaining after all eligible claimants have been paid pursuant to the plan of allocation in respect of the Securities Class Action Settlement Amount.

41. The CDN \$1,437,500 portion of the Settlement Amount allocated to the consumer loan class members of the class in the Yeoman Action in respect of the claims in the Yeoman Action (the “**Ontario Consumer Class Action Settlement Amount**”) shall be distributed pursuant to a plan of allocation to be developed by Harrison Pensa LLP (“**Ontario Consumer Class Action Counsel**”) and approved by the court. No portion of the Ontario Consumer Class Action Settlement Amount shall revert back to the Defendants, regardless of the quantity of claims filed or amount of funds remaining after all eligible claimants have been paid pursuant to the plan of allocation in respect of the Ontario Consumer Class Action Settlement Amount.

42. The CDN \$1,066,666 portion of the Settlement Amount allocated to the consumer loan class members of the class in the Western Class Actions in respect of the claims in the Western Class Actions (the “**Western Canada Consumer Class Action Settlement Amount**”) shall be distributed pursuant to a plan of allocation to be developed by Bennett Munteer LLP (“**Western Canada Consumer Class Action Counsel**”) and approved by the court. No portion of the Western Consumer Class Action Settlement Amount shall revert back to the Defendants, regardless of the quantity of claims filed or amount of funds remaining after all eligible claimants have been paid pursuant to the plan of allocation in respect of the Western Canada Consumer Class Action Settlement Amount.

43. The Securities Class Action Plaintiffs and their undersigned counsel hereby acknowledge and agree that it is a term of this settlement that:

- a. No class action counsel fees shall apply in respect of the cancellation of the 424 Debt;
- b. No class action counsel fees shall apply to the CDN \$2,750,000 of the Settlement Amount allocated to the D&O Estate Claim under paragraph 39;
- c. Securities Class Action Counsel will seek approval of its fees and expenses by the Court on the following basis:
 - i. fees not to exceed more than 30% of the first CDN \$9,450,000 of the Securities Class Action Settlement Amount; and
 - ii. fees not to exceed more than 15% of the remainder of the Securities Class Action Settlement Amount,

plus reimbursement for expenses and disbursements.

44. Subject to paragraph 43, Securities Class Action Counsel will seek court approval of the fees and disbursements, plus applicable taxes, of Securities Class Action Counsel (including

counsel to the plaintiffs in the Hughes Action and Dessis Action), Goodmans LLP (in the amount of CDN \$276,573.32) The Analysis Group (in the amount of US \$112,896.98) and Paul Hastings LLP (in the amount of US \$22,825.00), as well as applicable costs of notice and administration of the settlement, plus applicable taxes, calculated in accordance with the terms hereof, to be paid as a first charge from the Securities Class Action Settlement Amount. The request for payment of such fees and disbursements does not form part of the Settlement Agreement and the Court shall be asked to consider the request for approval of those fees and disbursements separately, but contemporaneously, from its consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement and Settlement Amount as a whole. The Defendants acknowledge that they are not parties to the motion concerning the approval of such fees and disbursements and that they will take no position or make any submissions to the court concerning such fee and disbursement requests.

45. Ontario Consumer Class Action Counsel will seek court approval of the fees and disbursements plus applicable taxes of Ontario Consumer Class Action Counsel, as well as applicable costs of notice and administration of the settlement plus applicable taxes, calculated in accordance with the terms hereof, to be paid as a first charge from the Ontario Consumer Class Action Settlement Amount. The request for payment of such fees and disbursements does not form part of the Settlement Agreement and the Court shall be asked to consider the request for approval of those fees and disbursements separately, but contemporaneously, from its consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement and Settlement Amount as a whole. The Defendants acknowledge that they are not parties to the motion concerning the approval of such fees and disbursements and that they will take no position or make any submissions to the court concerning such fee and disbursement requests.

46. Western Consumer Class Action Counsel will seek court approval of the fees and disbursements plus applicable taxes of Western Consumer Class Action Counsel, as well as applicable costs of notice and administration of the settlement plus applicable taxes, calculated in accordance with the terms hereof, to be paid as a first charge from the Western Consumer Class Action Settlement Amount. The request for payment of such fees and disbursements does not form part of the Settlement Agreement and the court shall be asked to consider the request for approval of those fees and disbursements separately, but contemporaneously, from its consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement and Settlement Amount as a whole. The Defendants acknowledge that they are not parties to the motion concerning the approval of such fees and disbursements and that they will take no position or make any submissions to the court concerning such fee and disbursement requests.

47. The D&O Defendants shall not directly or indirectly interfere with the progress of the CCAA Proceeding and, upon satisfaction of the conditions precedent to this settlement, shall release any claim of any kind whatsoever against Cash Store and its affiliates and subsidiaries, except for the claims identified in **Schedule C** hereto.

48. Subject to the claims listed in Schedule C hereto, the D&O Defendants shall, upon satisfaction of the conditions precedent to this settlement, forego any distribution of any kind, directly or indirectly, under the Plan, this settlement, or from Cash Store and its affiliates and subsidiaries, including on account of any shares or debt that may be held directly or indirectly by any D&O Defendant. Notwithstanding the foregoing, the D&O Defendants listed on Schedule C

hereto hereby acknowledge and agree that any claims they may have in respect of the matters listed on Schedule C hereto shall be subordinated to the distributions to be made under the Plan in respect of the DIP Credit Facility, the Senior Secured Credit Agreement and the Secured Note Indenture for the Secured Notes, as such terms are defined in the Plan.

49. The Claimants shall, following the Effective Date:

- a. not publicize or comment in any way, whether privately or in public, regarding any allegations against or conduct of the D&O Defendants, or any of them, related to any Claims, and shall not express any negative views as to the actions of the D&O Defendants, or any of them, related to the Claims, except as required by law or with respect to the fact that Claims were made against the D&O Defendants;
- b. not disparage the D&O Defendants, or any of them, in any way;
- c. obtain the consent of the D&O Defendants, acting reasonably, with respect to any press release regarding the settlement herein; and
- d. release any remaining non-competition covenants or fiduciary duties owed by the D&O Defendants by contract or at common law.

50. Except as set out in paragraphs 12, 13 and 14 above, nothing in this Agreement or in paragraph 49 above specifically, shall prevent: (i) Cash Store and the CRO or any Litigation Trustee appointed under the Plan and Sanction Order from continuing to make the allegations set out in the pleadings in the actions bearing Court File Nos. CV-14-10771-00CL, CV-14-10773-00CL, CV-14-10774-00CL, CV-15-531577 and CV-14-10770-00CL (as amended by the Cash Store Amendments), and such other allegations as may be properly pursued within those proceedings, or solely for purposes of those proceedings, so as to prosecute those proceedings to their conclusion, or (ii) the Ontario Consumer Class Action Plaintiff from continuing to make the allegations set out in the pleadings in the action bearing Court File No. 4172/4 (as amended by the Yeoman Amendment Orders and the Yeoman TPL Order), and such other allegations as may be properly pursued within that proceeding, or solely for purposes of that proceeding, so as to prosecute that proceeding to its conclusion.

51. The Parties will support the implementation of the terms of this Settlement Agreement in all actions and before all applicable courts and when communicating at any time and in any manner with all or part of the proposed classes. 424 will vote in favour of the Plan, which will cancel the 424 Debt for no consideration, other than the consideration provided for hereunder, at any creditors' meeting convened in respect of the First Lien Notes and the Plan.

General

52. In the event the Settlement Agreement is terminated, the Parties will be restored to their respective positions as at March 31, 2014.

53. The provisions of this Settlement Agreement are intended for the benefit all of the D&O Defendants, as and to the extent applicable in accordance with their terms, and shall be

enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives (collectively, the "**Third Party Beneficiaries**").

54. The Parties agree that time is of the essence in implementing this Settlement Agreement. In this regard, the Parties will use their commercially reasonable best efforts to implement and give effect to this Settlement Agreement in a timely and effective manner.

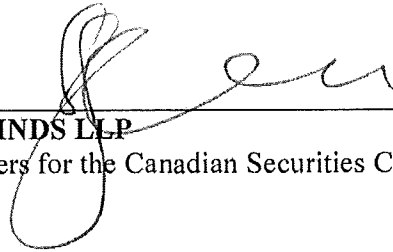
55. No amendment of this Settlement Agreement shall be binding unless executed in writing by the Parties to be bound thereby. No waiver of any provision of this Settlement Agreement shall be deemed or shall constitute a waiver of any other provision nor shall any such waiver constitute a continuing waiver unless otherwise expressed to provide it.

56. This Settlement Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the jurisdiction of the Superior Court of Justice in the Province of Ontario, in the CCAA Proceeding, in respect of any dispute arising from this Settlement Agreement.

57. This Settlement Agreement may be signed in any number of counterparts, all of which together shall constitute one and the same instrument. This Settlement Agreement may be executed and delivered by fax transmission or by transmission in PDF or similar electronic document format.

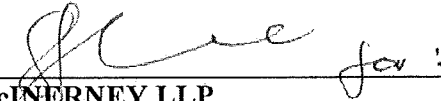
SIGNATURE LINES ON NEXT PAGE

Date: September 23, 2015



SISKINDS LLP
Lawyers for the Canadian Securities Class Action Plaintiffs

Date: September 23, 2015



KIRBY McINERNEY LLP
HOFFNER PLLC
Lawyers for the U.S. Securities Class Action Lead Plaintiffs

Date:

BENNETT MOUNTEER LLP
Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

HARRISON PENZA LLP
Lawyers for the Ontario Consumer Class Action Plaintiffs

Date:

OSLER, HOSKIN & HARCOURT LLP
Lawyers for the CRO

Date:

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
U.S. Lawyers for The Cash Store Financial Services Inc.

Date:

TORYS LLP
Lawyers for the Defendants, J. Albert Mondor, Ron Chicoyne,
Michael M. Shaw, Robert Gibson and William Dunn

Date:

SISKINDS LLP

Lawyers for the Canadian Securities Class Action Plaintiffs

Date:

KIRBY McINERNEY LLP

HOFFNER PLLC

Lawyers for the U.S. Securities Class Action Lead Plaintiffs

Date:

Sept. 22/2015



BENNETT MOUNTEER LLP

Lawyers for Western Canada Consumer Class Action Plaintiffs

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HARRISON PENZA LLP

Lawyers for the Ontario Consumer Class Action Plaintiffs

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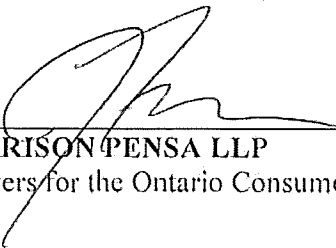
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Sept. 22/2015



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Lawyers for Western Canada Consumer Class Action Plaintiffs

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HARRISON PENZA LLP

Lawyers for the Ontario Consumer Class Action Plaintiffs

Date:

OSLER, HOSKIN & HARCOURT LLP

Lawyers for the CRO

Date: 9/23/2015

Richard A. Rosen

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

U.S. Lawyers for The Cash Store Financial Services Inc.

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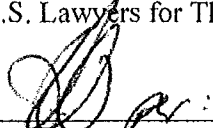
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OSLER, HOSKIN & HARCOURT LLP
Lawyers for the CRO

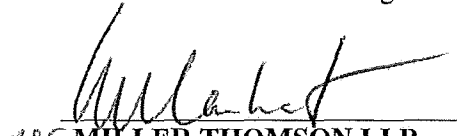
Date:

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP
U.S. Lawyers for The Cash Store Financial Services Inc.

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TORYS LLP
Lawyers for the Defendants, J. Albert Mondor, Ron Chicoyne,
Michael M. Shaw, Robert Gibson and William Dunn

Date:
23 Sept 2015


per _____
MILLER THOMSON LLP
Lawyers for 424187 Alberta Ltd

Date:

LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP
Lawyers for the Defendants, Gordon J. Reykdal and Edward
McClelland

Date:

CRAWLEY MACKEWN BRUSH LLP
Lawyers for the Defendant, Craig Warnock

Date:

BARRET REYKDAL

Date:

S. WILLIAM JOHNSON

Date:

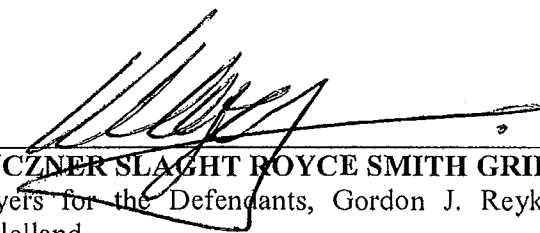
HALLDOR KRISTJANSSON

Date:

MILLER THOMSON LLP
Lawyers for 424187 Alberta Ltd

Date:

Sept 23, 2015



LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP
Lawyers for the Defendants, Gordon J. Reykdal and Edward McClelland

Date:

CRAWLEY MACKEWN BRUSH LLP
Lawyers for the Defendant, Craig Warnock

Date:

BARRET REYKDAL

Date:

S. WILLIAM JOHNSON

Date:

HALLDOR KRISTJANSSON

Signature page to Settlement Agreement

Date:

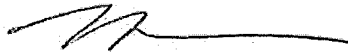
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Lawyers for the Defendants, Gordon J. Reykdal and Edward McClelland

Date:

Sept 22/15



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BARRET REYKDAL

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BARRET REYKDAL

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HALLDOR KRISTJANSSON

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Date:

CRAWLEY MACKAWN BRUSH LLP
Lawyers for the Defendant, Craig Warnock

Date:

BARRET REYKDAL

Date:

S. William Johnson

S. WILLIAM JOHNSON

Date:

HALLDOR KRISTJANSSON

Signature page to Settlement Agreement

Date: Sept 23/2015

Blake Cassel & Graydon LLP
BLAKE, CASSELS & GRAYDON LLP
Lawyers for the Defendants, Nancy Bland and Michael Thompson *John*

SCHEDULE A

1. *Globis Capital Partners, L.P. v. The Cash Store Financial Services Inc. et al.*, Southern District of New York, Case 13 Civ. 3385 (VM)
2. *Fortier v. The Cash Store Financial Services, Inc. et al.*, Ontario Superior Court of Justice, Court File No. CV-13-481943-00CP
3. *Hughes v. The Cash Store Financial Services, Inc. et al.*, Alberta Court of Queen's Bench, Court File No. 1303 07837
4. *Dessis v. The Cash Store Financial Services, Inc. et al.*, Quebec Superior Court, No: 200-06-000165-137
5. *The Cash Store Financial Services, Inc. v. Gordon Reykdal et al.*, Ontario Superior Court of Justice, Court File No. CV-14-10772-00CL
6. *Timothy Yeoman v. Gordon J. Reykdal et al.*, Ontario Superior Court of Justice, Court File No. 4171/14
7. *Timothy Yeoman v. The Cash Store Financial Services Inc. et al.*, Ontario Superior Court of Justice, Court File No. 7908/12 CP
8. *Bodnar et al. v. The Cash Store Financial Services Inc. et al.*, Supreme Court of British Columbia, Vancouver Reg. No. S041348
9. *Stewart v. The Cash Store Financial Services Inc. et al.*, Supreme Court of British Columbia, Vancouver Reg. No. S154924
10. *Stewart v. The Cash Store Financial Services Inc. et al.*, Supreme Court of British Columbia, Vancouver Reg. No. S126361
11. *Tschritter et al. v. The Cash Store Financial Services Inc. et al.*, Alberta Court of Queen's Bench, Calgary Reg. No. 0301-16243
12. *Efthimiou v. The Cash Store Financial Services Inc. et al.*, Alberta Court of Queen's Bench, Calgary Reg. No. 1201-11816
13. *Meeking v. The Cash Store Financial Services Inc. et al.*, Manitoba Court of Queen's Bench, Winnipeg Reg. No. CI 10-01-66061
14. *Rehill v. The Cash Store Financial Services Inc. et al.*, Manitoba Court of Queen's Bench, Winnipeg Reg. No. CI 12-01-80578
15. *Ironbow v. The Cash Store Financial Services Inc. et al.*, Saskatchewan Court of Queen's Bench, Saskatoon Reg. No. 1452 of 2012
16. *Ironbow v. The Cash Store Financial Services Inc. et al.*, Saskatchewan Court of Queen's Bench, Saskatoon Reg. No. 1453 of 2012

SCHEDULE B

Form of Plan of Compromise and Arrangement

(omitted)

SCHEDULE C

CLAIMS NOT RELEASED BY D&O DEFENDANTS

1. Craig Warnock's claim (if any) for compensation in respect of any and all damages or losses he may have suffered arising from his employment by and termination from The Cash Store Financial Services Inc., which may include but not be limited to claims for compensation in respect of pay in lieu of notice of termination, severance pay and/or the loss of benefits or other entitlements, howsoever arising, whether common law or statutory.

2. Michael Thompson's claim (if any) for compensation in respect of any and all damages or losses he may have suffered arising from his employment by and termination from The Cash Store Financial Services Inc., which may include but not be limited to claims for compensation in respect of pay in lieu of notice of termination, severance pay and/or the loss of benefits or other entitlements, howsoever arising, whether common law or statutory.

SCHEDULE D

**Plan of Allocation for Securities Class Action Distributions
to Securities Class Action Class Members**

Re Cash Store Financial Services
Court File No. CV-14-10518-00CL

and

Fortier v The Cash Store Financial Services Inc. et al
Court File No. CV-13-481943-00CP

PLAN OF ALLOCATION
Distribution of Class Compensation Fund to Class Members

1. The following definitions apply in this Plan of Allocation:
 - a. **ACB** means the adjusted cost base per security for the purchase/acquisition of Eligible Securities, calculated as the purchase/acquisition price per Share or face amount of Notes, including any commissions paid in respect thereof.
 - b. **Cash Store** means The Cash Store Financial Services, Inc.
 - c. **Claim Form** means a written claim in the prescribed form seeking compensation from the Class Compensation Fund.
 - d. **Claimant** means any person making a claim as purporting to be a Class Member or on or behalf of a Class Member, with proper authority (as determined by the Claims Administrator or Class Counsel).
 - e. **Claims Administrator** means RicePoint Administration, Inc.
 - f. **Class Compensation Fund** means the Class Settlement Amount less Class Counsel Fees, and all fees, disbursements, expenses, costs, taxes and any other amounts incurred or payable relating to approval, implementation and administration of the settlement including costs, fees, and expenses of notice to class members, and the fees, disbursements and taxes paid to the Claims Administrator for administration of the Class Settlement Amount, and any other expenses ordered by the courts.
 - g. **Class Counsel** means Siskinds LLP, Kirby McInerney LLP, and Hoffner PLLC.
 - h. **Class Counsel Fees** means the aggregate fees and disbursements (including taxes) of Class Counsel, Goodmans LLP, The Analysis Group, and Paul Hastings LLP.
 - i. **Class Member(s)** has the meaning ascribed to “Securities Class Action Class Members” in the Plan.
 - j. **Class Period** means the time between November 24, 2010 and February 13, 2014, inclusive.
 - k. **Class Settlement Amount** means CAD \$13,779,167 plus any accrued interest.

- l. **Eligible Securities** means Shares or Notes acquired by a Class Member during the Class Period. The date of purchase or acquisition shall be the trade date and not the settlement date.
- m. **Excluded Claim** means any of the following:
 - i. a claim in respect of a purchase or acquisition of securities that are not Eligible Securities;
 - ii. a claim by or on behalf of any Excluded Person; or
 - iii. a claim by or on behalf of any Third Party Lender.
- n. **Excluded Person(s)** has the meaning ascribed to it in the Plan.
- o. **LIFO** means the method applied to the holdings of Class Members who made multiple purchases/acquisition or sales such that sales of securities will be matched first against the most recent Cash Store common stock or Notes purchased during the relevant period that have not already been matched to sales under LIFO, and then against prior purchases/acquisitions in backward chronological order, until the beginning of the Class Period. A purchase/acquisition or sale of Cash Store common stock or Notes shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. However, for Shares or Notes that were put to investors pursuant to put options sold by those investors, the purchase of the Shares or Notes shall be deemed to have occurred on the date that the put option was sold, rather than the date on which the stock was subsequently put to the investor pursuant to that option.
- p. **Note(s)** means Cash Store’s 11.5% Senior Secured Notes due January 31, 2017.
- q. **Note Claim** means a claim by a Claimant arising from the acquisition of Notes.
- r. **Note Inflation Period** means the periods of artificial inflation applicable to Notes as found in Table B.
- s. **Plan** means the Plan of Compromise and Arrangement pursuant to the *Companies’ Creditors Arrangement Act* concerning, affecting and involving 1511419 Ontario Inc., formerly known as The Cash Store Financial Services Inc., et al.
- t. **Recognized Loss** means a Claimant’s nominal damages as calculated pursuant to the formula set forth herein, and which forms the basis for each Claimant’s *pro rata* share of the Class Compensation Fund.
- u. **Sale Price** means the price at which the Claimant disposed of Shares or Notes, taking into account any commissions paid in respect of the disposition, such that the Sale Price reflects the economic benefit the Claimant received on disposition.
- v. **Share(s)** means shares of Cash Store common stock.
- w. **Share Claim** means a claim by a Claimant arising from the acquisition of Shares.

- x. **Share Inflation** means the artificial inflation per Share as found in Table A.
- y. **Third Party Lender** means
 - i. Assistive Financial Corp., 0678786 BC Ltd. (formerly McCann Family Holding Corporation), 367463 Alberta Ltd., Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4, Trimor Annuity Focus Limited Partnership #6, Bridgeview Financial Corp., Inter-Pro Property Corporation (USA), Omni Ventures Ltd., FSC Abel Financial Inc., and/or L-Gen Management Inc., and any beneficial or entitlement holder of any of the foregoing;
 - ii. any other third party lender of the Applicants (as defined in the Plan) pursuant to a broker agreement or agreement analogous to a broker agreement, and any beneficial or entitlement holder of any of the foregoing;
 - iii. The subsidiaries, owners, affiliates, directors, officers, partners, legal representatives, consultants, agents, successors and assigns of anyone referenced in (i) or (ii) above, and all immediate family members of such persons;
 - iv. all trusts in which any of the persons referenced in (i) or (ii) above is a trustee or beneficiary; and
 - v. all entities over which any of the persons or entities referenced in (i) through (iv) above had legal or de facto control during the Class Period.

2. The Claims Administrator shall distribute the Class Compensation Fund as set out below.

Objective

3. The objective of this Plan of Allocation is to equitably distribute the Class Compensation Fund among Class Members that submit valid and timely claims for Eligible Securities.

Deadline for Claims

4. Any person that wishes to claim compensation from the Class Compensation Fund shall deliver to or otherwise provide the Claims Administrator a Claim Form by January 8, 2016 or such other date set by the Court. If the Claims Administrator does not receive a Claim Form from a Claimant by the deadline, then the Claimant shall not be eligible for any compensation whatsoever from the Class Compensation Fund. Notwithstanding the foregoing, the Claims Administrator shall have the discretion to permit otherwise-valid late

claims without further order of the Court, but only if doing so will not materially delay the distribution of the Class Compensation Fund.

Processing Claim Forms

5. The Claims Administrator shall review each Claim Form and verify that the Claimant is eligible for compensation from the Class Compensation Fund, as follows:
 - a. For a Claimant claiming as a Class Member, the Claims Administrator shall be satisfied that (i) the Claimant is a Class Member; and (ii) the claim is not an Excluded Claim.
 - b. For a Claimant claiming on behalf of a Class Member or a Class Member's estate, the Claims Administrator shall be satisfied that (i) the Claimant has authority to act on behalf of the Class Member or the Class Member's estate in respect of financial affairs; (ii) the person or estate on whose behalf the claim was submitted was a Class Member; and (iii) the claim is not an Excluded Claim.
 - c. The Claimant has provided all supporting documentation required by the Claim Form or alternative documentation acceptable to the Claims Administrator.
6. The Claims Administrator shall ensure that claims for compensation in the Claim Form are made only in respect of Eligible Securities.
7. The Claims Administrator shall take reasonable measures to verify that the Claimants are eligible for compensation and that the information in the Claims Forms is accurate. The Claims Administrator may make inquiries of the Claimants in the event of any concerns, ambiguities or inconsistencies in the Claim Forms.

Allocation of Class Compensation Fund

8. Only Claimants that the Claims Administrator has determined to be eligible for compensation pursuant to paragraphs 5-7 are entitled to recover compensation from the Class Compensation Fund. For greater certainty, a Claimant that is a Third Party Lender is not eligible or entitled to recover compensation from the Class Compensation Fund.

9. Only claims in respect of Eligible Securities are entitled to receive compensation from the Class Compensation Fund.

10. The Class Compensation Fund shall be apportioned as follows:

- a. 64.621% of the aggregate amount available for distribution in the Class Compensation Fund shall be allocated to Note Claims and shall be distributed to the eligible Claimants in accordance with the terms set out herein (the “Note Fund”); and
- b. 35.379% of the aggregate amount available for distribution in the Class Compensation Fund shall be allocated to Share Claims and shall be distributed to the eligible Claimants in accordance with the terms set out herein (the “Share Fund”).

(Each of the Share Fund and Note Fund are referred to as a “Securities Fund”).

11. As soon as possible after (i) all timely Claim Forms have been processed (or those otherwise-valid late Claim Forms that the Claims Administrator has exercised its discretion to permit); (ii) the time to request a reconsideration for disallowed claims under paragraph 28-29 has expired; and (iii) all administrative reviews under paragraphs 30-31 have concluded, the Claims Administrator shall determine the Recognized Loss for Share Claims and Note Claims of each eligible Claimant as follows, subject to the Additional Rules set out at paragraphs 15-21:

- a. Purchase/acquisition and sale amounts in currencies other than Canadian dollars will be converted to equivalent Canadian dollar amounts using the publicly available currency exchange rate at the close of business on March 31, 2014.
- b. The ACB for Shares and/or Notes purchased/acquired is determined using LIFO;
- c. The Recognized Loss per Share for Share Claims is calculated as follows, with reference to the Share Inflation as set out in Table A at paragraph 12:

Time of Sale or Disposition of Shares acquired during the Class Period	Recognized Loss
November 24, 2010 to February 13, 2014	The lesser of : (the applicable purchase/acquisition date Share Inflation) - (applicable sale date Share Inflation) and (ACB – Sale Price)
February 14 to April 11, 2014	The lesser of : the applicable purchase/acquisition date Share Inflation and (ACB – Sale Price)
After close of trading on April 11, 2014 or still held	The lesser of: the applicable purchase/acquisition date Share Inflation and (ACB– CAD\$0.32)

- d. The Recognized Loss per face amount of Notes for Note Claims is calculated as set out below. Notwithstanding anything in this paragraph, however, the Recognized Loss for Notes that were acquired and disposed of during the same Note Inflation Period in Table B will be \$0.00 for those Notes.

Time of Sale or Disposition of Notes	Recognized Loss
On or prior to February 13, 2014	(ACB – Sale Price)
After February 13, 2014 or still held	For Notes acquired between September 20, 2013 and February 13, 2014, the lesser of: (ACB – Sale Price) x 0.40 and (ACB - \$211.25) x 0.40

	<p>For Notes acquired before September 20, 2013:</p> <p style="text-align: center;">(ACB – \$484.50) plus the lesser of:</p> <p style="text-align: center;">(\$484.50 – Sale Price) x 0.40</p> <p style="text-align: center;">and</p> <p style="text-align: center;">(\$484.50 - \$211.25) x 0.40</p>
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12. The applicable Share Inflation rates are as follows:

TABLE A – SHARE INFLATION	
Purchase/Acquisition or Sale Date Range	Artificial Inflation Per Share
November 24, 2010 – August 31, 2011	CAD\$0.25
September 1, 2011 – January 23, 2012	CAD\$0.39
January 24, 2012 – December 9, 2012	CAD\$1.30
December 10, 2012 – September 19, 2013	CAD\$0.39
September 20, 2013 – February 13, 2014	CAD\$0.14
After February 13, 2014	CAD\$0.00

The applicable Note Inflation Periods are as follows:

TABLE B – NOTE INFLATION PERIODS	
Inflation Period 1	January 24, 2012 – December 9, 2012
Inflation Period 2	December 10, 2012 – September 19, 2013
Inflation Period 3	September 20, 2013 – February 13, 2014

13. As soon as is practicable thereafter, the Claims Administrator shall
- a. allocate the Note Fund on a *pro-rata* basis to eligible Claimants based upon each Claimants' Recognized Loss in relation to Notes; and
 - b. allocate the Share Fund on a *pro-rata* basis to eligible Claimants based upon each Claimant's Recognized Loss in relation to Shares.
14. The Claims Administrator shall make payments to the eligible Claimants based on the allocation under paragraph 13, subject to the Additional Rules in the following section.

Additional Rules

15. The Claims Administrator shall not make payments to Claimants whose *pro rata* entitlement under this Plan of Allocation is less than CAD\$10.00. Such amounts shall instead be allocated *pro rata* to other eligible Claimants in accordance with the procedure set out in paragraphs 22-23.
16. The Recognized Loss for any particular disposition of Eligible Securities shall be no less than zero (CAD\$0.00); however, to the extent an eligible Claimant had an aggregate gain from his, her or its transactions in Eligible Securities, the value of his, her or its total Recognized Loss will be zero (CAD\$0.00).
17. To the extent that an eligible Claimant suffered an overall loss on transactions in Eligible Securities, but the loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the actual loss. The proceeds of any put option sales shall be offset against any losses from Shares or Notes that were purchased as a result of the exercise of the put option.
18. There shall be no Recognized Loss on (a) short sales of Cash Store securities during the Class Period or (b) purchases/acquisitions during the Class Period that were used to cover short sales; however, any and all aggregate gains resulting from any short sales shall be offset against Recognized Losses on other transactions by the Claimant.
19. The receipt or grant by gift, devise or inheritance of Shares or Notes during the Class Period shall not be deemed to be a purchase or acquisition of Shares or Notes for the calculation of a

Claimant's Recognized Loss if the person from which the Shares or Notes were acquired did not themselves acquire the Shares or Notes during the Class Period, nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such Shares or Notes unless specifically provided in the instrument or gift or assignment.

20. Shares or Notes transferred between accounts belonging to the same Claimant during the Class Period shall not be deemed to be Eligible Securities for the purpose of calculating Recognized Loss unless those Shares or Notes were initially purchased by the Claimant during the Class Period. The ACB for such securities shall be calculated based on the price initially paid for the Eligible Securities.
21. The Claims Administrator shall make payment to an eligible Claimant by either bank transfer or by cheque to the Claimant at the address provided by the Claimant or the last known postal address for the Claimant. If, for any reason, a Claimant does not cash a cheque within six months after the date on which the cheque was sent to the Claimant, the Claimant shall forfeit the right to compensation and the funds shall be distributed in accordance with paragraphs 22-23.

Remaining Amounts

22. If any funds remain in the Class Compensation Fund by reason of uncashed distributions or otherwise, then after the Claims Administrator has made reasonable and diligent efforts to have eligible Claimants cash their distributions, any balance remaining in the Class Compensation Fund six (6) months after the initial distribution of such funds shall be redistributed to Claimants who have cashed their initial distributions and would receive at least \$10.00 on such additional redistribution in a manner consistent with this Plan of Allocation. Such payment will be made, first, to eligible Claimants within the same Securities Fund in which there is a balance remaining. After such time that all eligible Claimants in a particular Securities Fund have received distributions amounting to their Recognized Loss, then any remaining balance allocated to that Securities Fund shall be distributed to eligible Claimants in the other Securities Fund in a manner consistent with this Plan of Allocation.

23. Class Counsel shall, if feasible, continue to reallocate any further balance remaining in the Class Compensation Fund after the redistribution is completed among eligible Claimants in the same manner and time frame as provided for above. In the event that Class Counsel determine that further redistribution of any balance remaining (following the initial distribution and redistribution) is no longer feasible, thereafter, Class Counsel shall donate the remaining funds, if any, to a non-sectarian charitable organization(s) certified under the United States Internal Revenue Code § 501(c)(3) or Canadian charity or other non-profit group to be designated by Class Counsel and approved by the Courts.

Completion of Claim Form

24. If a living Class Member is unable to complete the Claim Form then it may be completed by the Class Member's personal representative or a member of the Class Member's family.

Irregular Claims

25. The claims process is intended to be expeditious, cost effective and "user friendly" and to minimize the burden on claimants. The Claims Administrator shall, in the absence of reasonable grounds to the contrary, assume the class member to be acting honestly and in good faith.

26. Where a Claim Form contains minor omissions or errors, the Claims Administrator shall correct such omissions or errors if the information necessary to correct the error or omission is readily available to the Claims Administrator.

27. The claims process is also intended to prevent fraud and abuse. If, after reviewing any Claim Form, the Claims Administrator believes that the claim contains unintentional errors which would materially exaggerate the Recognized Loss to be awarded to the claimant, then the Claims Administrator may disallow the claim in its entirety or make such adjustments so that an appropriate Recognized Loss is awarded to the claimant. If the Claims Administrator believes that the claim is fraudulent or contains intentional errors which would materially exaggerate the Recognized Loss to be awarded to the claimant, then the Claims Administrator shall disallow the claim in its entirety.

28. Where the Claims Administrator disallows a claim in its entirety, the Claims Administrator shall send to the Claimant at the address provided by the Claimant or the Claimant's last known email or postal address, a notice advising the Claimant that he, she, or it may request the Claims Administrator to reconsider its decision. For greater certainty, a Claimant is not entitled to a notice or a review where a claim is allowed but the Claimant disputes the determination of Recognized Loss or his or her individual compensation.
29. Any request for reconsideration must be received by the Claims Administrator within 21 days of the date of the notice advising of the disallowance. If no request is received within this time period, the Claimant shall be deemed to have accepted the Claims Administrator's determination and the determination shall be final and not subject to further review by any court or other tribunal.
30. Where a Claimant files a request for reconsideration with the Claims Administrator, the Claims Administrator shall advise Class Counsel of the request and conduct an administrative review of the Claimant's complaint.
31. Following its determination in an administrative review, the Claims Administrator shall advise the Claimant of its determination. In the event the Claims Administrator reverses a disallowance, the Claims Administrator shall send the Claimant at the Claimant's last known postal address, a notice specifying the revision to the Claims Administrator's disallowance.
32. The determination of the Claims Administrator in an administrative review is final and is not subject to further review by any court or other tribunal.
33. Any matter not referred to above shall be determined by analogy by the Claims Administrator in consultation with Class Counsel.

SCHEDULE E

Litigation Counsel Retainer

(Contingency Fee Retainer Agreement for Litigation Counsel)

SCHEDULE E

Litigation Counsel Retainer

(Contingency Fee Retainer Agreement for Litigation Counsel)

CONTINGENCY FEE RETAINER AGREEMENT

This contingency fee retainer agreement is made as of November 14, 2014, and is made:

B E T W E E N:

Thornton Grout Finnigan LLP
Canadian Pacific Tower
Toronto-Dominion Centre
100 Wellington Street West, Suite 3200
Toronto, ON M5K 1K7
Tel: 416-304-1616
Fax: 416-304-1313


("TGF")

- and -

Voorheis & Co. LLP
333 Bay Street, Suite 810
Toronto, ON M5H 2R2
Tel: 416-947-1400
Fax: 416-947-1256

("VCo")

-and-

William E. Aziz,
in his capacity as Chief Restructuring Officer ("CRO") of
The Cash Store Financial Services Inc., The Cash Store Inc.,
TCS Cash Store Inc., Instalozans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and
1693926 Alberta Ltd. doing business as "The Title Store"
15511 123 Avenue
Edmonton, AB T5V 0C3


(the "Client")

Joint Retainer

1. The Client is jointly retaining TGF and VCo (together, "Counsel") to provide litigation advice and services in respect of certain claims and potential claims of the Client as outlined below. The Client agrees that the Contingency Fee set out herein for work undertaken by Counsel on the Client's behalf shall be divided between Counsel in proportion to the work done and responsibilities assumed.

Scope of Retainer

2. Counsel is being retained to provide litigation advice and services in respect of certain claims and potential claims of the Client against certain former directors and officers, professional advisors, counter-parties and other third parties for a number of causes of action including but not limited to negligence, malfeasance, oppression, breach of fiduciary and statutory duties, breach of contract, knowing assistance and knowing receipt in connection with the operation of business of The Cash Store Financial Services Inc. ("CSF") including its related, affiliated and investee companies, CSF's public disclosure including its audited and unaudited financial statements, certain related party transactions, CSF's January 2012 purchase of a loan portfolio from third party lenders ("TPLs"), the valuation of the loan portfolio, CSF's issuance of \$132.5 million aggregate principal amount of Senior Secured Notes and related disclosures, the payment of retention payments to TPLs, CSF's regulatory compliance and such further and other matters as may be agreed between the CRO and Counsel (together, the "Claims").

Instructions

3. Counsel is authorized to act for the Client in this engagement on the reasonable instructions of the CRO, or such other person the CRO may advise Counsel in writing as authorized to instruct Counsel.

Choice of Contingency Retainer

4. In representing the Client's interests in respect of the Claims, Counsel will be incurring a significant amount of time and out-of-pocket expenses for and on behalf of the Client. In retaining the services of counsel, the Client has the option of retaining solicitors by way of an hourly rate retainer, whereby each hour or portion of an hour spent by the solicitor on the Client's file is charged at a specified hourly rate. Hourly rates vary among solicitors and the Client can consult other solicitors to compare rates. The hourly rates charged by Counsel, as at October 2014, are as follows:

John Finnigan, called to the Ontario Bar 1984	\$900/hour
John Porter, called to the Ontario Bar 1984	\$900/hour
Megan Keenberg, called to the Ontario Bar 2007	\$500/hour
Deborah Palter, called to the Ontario Bar 1996	\$625/hour
Wes Voorheis, called to the Ontario Bar 1979	\$1,150/hour
Michael Woolcombe, called to the Ontario Bar 1996	\$985/hour
Shane Priemer, called to the Ontario Bar 2004	\$600/hour
Lawyers with four to six years experience	\$375 to \$475/hour
Lawyers with one to three years experience	\$275 to \$350/hour
Law Clerks	\$275/ hour

5. Notwithstanding that the Client has been advised of the hourly rates charged by Counsel, and notwithstanding that the Client has had the opportunity to compare the hourly rates charged by Counsel with the hourly rates charged by other solicitors, the Client has

chosen to retain Counsel, jointly, by way of a contingency fee agreement. The Client understands and acknowledges that all the usual protections and controls on retainers between a solicitor and a client, as defined by the Law Society of Upper Canada and the common law, apply to this Contingency Fee Retainer Agreement. The Client understands that hourly rates are subject to increase on January 1 each year. The Clients will be notified in writing of any hourly rate increases before such increases take effect.

Amount of Contingency Fee

6. The contingency fee paid by the Client to Counsel is equal to 33.33% of all amounts recovered on behalf of the Client for all damages and losses, including interest thereon, arising from any of the pursued Claims, excluding taxes and disbursements (the "Contingency Fee"), regardless of the source of recovery whether by way of settlement of the Client's Claims, or by way of a judgment following a trial.

Distribution of Litigation Proceeds

7. The proceeds of any settlement or final order of the Court on any prosecuted Claims (the "Litigation Proceeds") shall be distributed as follows:
 - (a) Counsel will not be entitled to any payment in respect of fees unless or until Litigation Proceeds are received by the Client, subject to the termination provisions of this Agreement set out below.

- (b) The Client will be responsible for paying all reasonable disbursements and all applicable taxes as they are incurred. Any Litigation Proceeds that are specifically allocated to disbursements will be paid to the Client as reimbursement.
 - (c) Any Litigation Proceeds that are specifically allocated to costs will be paid to Counsel and credited against the Contingency Fee.
 - (d) Any Litigation Proceeds that are not specifically designated as allocations for costs or disbursements shall be included in the damages and interest award to which the Contingency Fee applies.
 - (e) Counsel will be paid the Contingency Fee plus HST on the remainder of the Litigation Proceeds allocated to damages, losses and interest.
 - (f) The remainder of the Litigation Proceeds will be paid to the Client.
8. By way of example, and for illustrative purposes only, we offer the following sample calculation. Suppose, after trial, a court ordered an award to the Client as follows:

Damages	\$20,000,000
Interest	\$2,000,000
Costs	\$2,500,000
Disbursements	\$500,000
Grand Total	<u>\$25,000,000</u>

9. The Contingency Fee would be applied to the \$20,000,000 damages award and the \$2,000,000 interest award (i.e., 33.33% of \$22,000,000, being \$7,332,600). The \$2,500,000 costs award (which is assumed for this illustration to include HST) would be

paid to Counsel and credited against the Contingency Fee. In this example, \$2,500,000 in costs will be paid to Counsel directly by an adverse party or parties, and credited against the Contingency Fee of \$7,332,600, reducing the amount payable by the Client to Counsel from \$7,332,600 to \$4,832,600. The Client would be responsible for paying all applicable taxes on this amount to Counsel. In this example 13% HST would be applied to the Fee of \$4,832,600 for a total payment of \$5,460,838. The Contingency Fee will be divided as between TGF and VCo as they determine. The remainder of the Litigation Proceeds will be paid to the Client. The \$500,000 disbursement award would be paid directly to the Client as reimbursement for disbursement costs incurred and paid. In this example, the Client's total recovery would be \$19,539,162 being \$25,000,000 less the Contingency Fee (plus tax) of \$5,460,838.

10. It is agreed that Counsel shall not recover more in fees than the Client recovers as damages or by way of settlement.

Costs Awards/ Contributions

11. The Client may be awarded costs by adverse or other parties, in addition to any monetary award for damages and interest. Unless otherwise ordered by a judge, the Client is entitled to receive any costs contribution or award, on a partial indemnity scale or a substantial indemnity scale, payable by an adverse party. By executing this Contingency Fee Retainer Agreement, the Client authorizes and directs that all funds claimed by Counsel for fees and costs shall be paid to Counsel in trust from any Litigation Proceeds. The amount of the Contingency Fee payable to Counsel shall exclude any amount

awarded and collected or agreed to that is separately specified as being in respect of costs.

12. During the course of the litigation proceedings contemplated under this Agreement, motions may be brought in court on the Client's behalf or defended on the Client's behalf. In the event that the Court awards costs to be paid to the Client by an adverse party, Counsel will render an interim account and any account so rendered will be paid to Counsel and credited to the Contingency Fee that will be charged to the Client.

Client Obligations

Disbursements

13. It is agreed that the Client will be responsible for all reasonable disbursements over the course of the file, as they are incurred, subject to potential reimbursement by an adverse party or parties as set out above in the event of recovery of a specified disbursement award.

Adverse Costs Awards and Security for Costs

14. In the event that costs of other parties are awarded against the Client or against Counsel, those costs are solely the responsibility of the Client and not the responsibility of Counsel. The Client will also bear the sole responsibility for the satisfaction of any orders of the Court requiring payment into court for security for costs.

Litigation Trust Account

15. To provide some assurance in regards to the obligations referred to in paragraphs 13 and 14 of this Agreement, the Client will, as required to fund these obligations and in any event by not later than March 31, 2015, fund a trust account with \$1,000,000 (the "Litigation Trust Account") which will be available to (i) pay disbursements and taxes thereon; (ii) pay any adverse costs awards against the Client or Counsel, and (iii) satisfy any orders or agreements to provide security for costs in respect of the prosecuted Claims. Any balance in the Litigation Trust Account will be returned to the Client at the conclusion of the prosecuted Claims.
16. In connection with any contemplated distributions by the Client to its creditors of its existing assets or any Litigation Proceeds that the Client hereafter receives from time to time, the Client and the CRO will consult with Counsel and endeavour in good faith to ensure that the Client holds back and retains, either in its own account or in the Litigation Trust Account, an appropriate amount of cash to satisfy the Client's then reasonably anticipated obligations in relation to future disbursements, possible cost awards and any existing or possible orders for security for costs.

Alternative Funding Arrangements

17. As an alternative to the obligations set forth in paragraphs 15 and 16 of this Agreement, the CRO, should he determine it to be appropriate and in the best interests of the Client and its stakeholders, shall have the discretion at any time to negotiate and implement arrangements with one or more third parties (which, for clarity, may include members of

the Ad Hoc Committee of Cash Store Noteholders) whereby that party or parties will fund all disbursements, will indemnify the Client and Counsel for adverse cost awards and will fund a payment into court (or otherwise provide appropriate security for) any amount ordered by the Court to be posted as security for costs. Any such alternative arrangements must be acceptable to Counsel, acting reasonably, and the costs of obtaining these arrangements will be paid by the Client (and may include, at the CRO's discretion, a participation in the Client's share of future Litigation Proceeds). In the event such alternative arrangements are implemented in relation to all of the Client's aforementioned obligations, any balance remaining in the Litigation Trust Account will be returned to the Client.

Right to Assess Solicitor's Bill

18. The Client has the right to ask the Superior Court of Justice to review and approve the bill submitted to the Client by Counsel if payment of their fees and disbursements is made by way of this Contingency Fee Retainer Agreement. Should the Client wish to exercise this right, the Client may apply to the Superior Court of Justice for an assessment of the solicitor's bill rendered in respect of this Contingency Fee Retainer Agreement within six months after its delivery.

Termination of this Contingency Fee Retainer Agreement

19. The parties may mutually agree at any time during the course of Counsel's representation of the Client, by written agreement between the Client and Counsel, to terminate this Contingency Fee Retainer Agreement and to enter into an hourly rate retainer agreement.

In that event, the terms of this Agreement no longer apply to the calculation of fees to be charged by Counsel for the services performed by Counsel. Instead, Counsel will charge the Client on an hourly rate for all the work they have already done on the Client's behalf from the inception of the file and all the work Counsel will continue to do on the Client's behalf to the completion of the file, either by way of settlement or by way of judgment after trial, based on the hourly rates set out in paragraph 4 of this Agreement (as such rates may be increased in accordance with paragraph 5).

20. In the event of a termination for cause by the Client, or a termination by Counsel, Counsel will be paid (a) a percentage of any Litigation Proceeds that the Client thereafter becomes entitled to, not to exceed 33.33%, to be determined by the CRO, after consultation with Counsel regarding same, based on the contribution made by Counsel to the realization of those Litigation Proceeds prior to termination; and (b) all disbursements incurred by Counsel prior to the termination and all taxes exigible on fees and disbursements. For these purposes, cause shall mean a failure by Counsel to reasonably pursue the Claims in a diligent and responsible manner which failure has materially harmed the Client and continues after reasonable notice thereof from the CRO to Counsel. Any dispute as to whether the Client had cause for termination, or as to the entitlement of Counsel to any Litigation Proceeds based on their contribution (as contemplated by paragraph 20 or 21 of this Agreement), will be submitted to a single, mutually appointed arbitrator in Ontario, pursuant to the *Arbitration Act* (Ontario) for final and binding arbitration.

21. In the event of a termination other than for cause by the Client, Counsel will be paid the greater of (a) the amount calculated by multiplying the time spent working on the Claims to the termination date by Counsel's usual hourly rates for the lawyers involved plus disbursements and all applicable taxes; and (b) 33.33% of any Litigation Proceeds that the Client becomes entitled to within twenty-four (24) months following the termination date, together with a percentage of any Litigation Proceeds that the Client becomes entitled to more than twenty-four (24) months following the termination date, not to exceed 33.33%, to be determined by the CRO, after consulting the Counsel regarding same, based on the contribution made by Counsel to the realization of those Litigation Proceeds prior to termination. In the event of a termination other than for cause by the Client, Counsel will also be paid all outstanding disbursements incurred by Counsel prior to the termination date and all taxes exigible on fees and disbursements.
22. Any termination of this Agreement by Counsel will be done in compliance with the applicable rules and regulations under the *Solicitors Act* and the Rules of Professional Conduct.
23. For the purposes of these termination provisions, the Client agrees to promptly provide Counsel with any judgment, order or settlement documents awarded or entered into at any time before or after any termination of this Agreement.
24. Until such time as all bills, accounts, disbursements and expenses have been paid to Counsel by the Client, Counsel retains a solicitor's lien on the Client's file, and will only release the file to a new solicitor upon satisfactory arrangements being made for the

protection and payment of the accounts of Counsel from any settlement or judgment after trial.

25. Unless otherwise terminated in accordance with the provisions set forth herein, this engagement ends when Counsel's work on the engagement is completed and the final account is rendered.

Acknowledgments by Counsel

26. Counsel acknowledges and agrees that the prosecution of any Claims against former directors and officers of the Client shall be conducted in a manner that the CRO determines is not adverse to certain agreed upon claims currently being pursued on behalf of CSF shareholders and noteholders and the insurance that is responsive thereto.
27. Counsel also acknowledges and agrees that nothing in this Agreement shall impair or affect in any way the ability of Client to advance and implement a plan of compromise or arrangement in the CCAA proceedings which proposes to settle and release any Claims against certain agreed upon parties as part of a global settlement proposal or otherwise, and on terms that may be approved by creditors and the court (a "CCAA Plan"), as the case may be, without the consent or participation of Counsel or any compensation therefor; provided that, where any of these particular Claims are settled in any such CCAA Plan following material and/or successful prosecution of such Claims by Litigation Counsel, then, following consultation among the CRO and Counsel,

compensation for Counsel in respect of any such Claims may be as proposed in any such CCAA Plan to be presented to creditors and the court for approval.

No Recovery by Client

28. In the event that no money is recovered by the Client by way of settlement or judgment, no fees shall be charged or billed to the Client by Counsel. As noted above, the Client remains responsible for the payment to Counsel of all reasonable disbursements as they are incurred, regardless of the outcome of the case. Further, in the event that any costs of other parties are awarded against the Client, those costs are the sole responsibility of the Client. Counsel will consult with the Client at various times during the course of litigation about the likelihood of the Claims being lost and no recovery obtained.

Appeals

29. The Client acknowledges that costs for an appeal of any judgment or order, or for services rendered for the collection of said judgment or order, are separate and apart from the services performed under this Agreement and are not covered by this Agreement. In the event of an appeal or in the event that collection on a judgment is necessary, a new retainer agreement shall be entered into between the Client and Counsel.

Confidentiality

30. Counsel undertakes not to disclose or misuse the Client's confidential information subject only to applicable law and professional rules of conduct.

Conflicts

31. While Counsel is engaged by the Client, Counsel will not act for another client whose interests conflict with the Client's interests in this matter, unless the Client consents. In this regard, provided that (i) the other matter is not the same as or related to any matter in which Counsel is currently representing the Client, and (ii) Counsel protects the Client's confidential information, the Client agrees not to object to Counsel's representation of another client in any engagement that is adverse to the Client's interests (including in litigation). Another client's interests will not normally be considered adverse to the Client's interests merely because the other client is a business competitor or is asserting legal positions that are inconsistent with legal positions asserted by the Client, or is adverse in interest to entities in which the Client has a relationship through ownership or otherwise.
32. The Client acknowledges that, after the Client is no longer a client of Counsel, that Counsel may represent other clients whose interests are adverse to the Client's, provided that Counsel protects the Client's confidential information.

Compliance with Ontario Law

33. This Agreement is made in compliance with the legislation and regulations governing contingency fee retainer arrangements in the Province of Ontario. By signing this Contingency Fee Retainer Agreement, the Client expressly consents to Counsel sending the Client commercial electronic messages, from time to time, in accordance with Canada's anti-SPAM legislation.


Voluntary Execution

34. By executing this Agreement, the Client acknowledges that it has had the opportunity to obtain independent legal advice and has nonetheless chosen to enter into this Agreement willingly and voluntarily without undue influence or coercion of any sort. The Client further confirms that by executing this Agreement that Client has had an opportunity to review the terms of the Agreement before signing and understands all the terms and conditions set out herein.


Court Approval

35. This Agreement is conditional on approval by the Court supervising the CCAA proceeding for Cash Store Financial Inc. Approval of this Agreement will be sought forthwith upon the execution of this Agreement by Counsel and the Client.

DATE: November 17, 2014

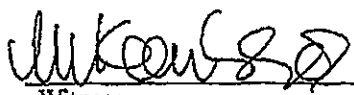


Witness
Patrick Roster

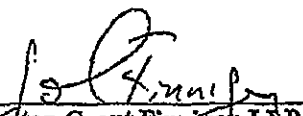


The Cash Store Financial Inc.
Per: William E. Aziz
Title: Chief Restructuring Officer

DATE: November 18, 2014

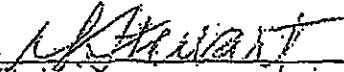


Witness
M. KEENBERG




Thornton Grout Finnigan LLP
Per: John Finnigan
Title: Partner

DATE: November 17, 2014



Witness



Voorheis & Co. LLP
Per: Michael Woolcombe
Title: Partner

SCHEDULE "D"

SENIOR LENDER SCRUTINEER REPORT

1511419 Ontario Inc.,

Formerly Known as the Cash Store Financial Services Inc. and Related Applicants

Senior Secured Lender Meeting

November 10, 2015 – 9:00 a.m.

Report of Scrutineer on Voting

All terms used but not defined herein shall have the meaning ascribed to them in the Meetings Order dated September 30, 2015 (the "**Meetings Order**").

The undersigned scrutineer hereby reports on the results of voting by the Senior Secured Lender Class who were present and voting, either in person or by proxy, at the Senior Secured Lender Meeting to consider and vote on the Plan.

The Monitor received 3 proxies by November 5, 2015.

1. The number of Senior Secured Lenders that voted in favour of the Plan is set out below:

Method of Voting	# of Votes	Value
In Person	0	0
By Proxy	3	12,000,000
Total	3	12,000,000

2. The number of Senior Secured Lenders that voted against the Plan is set out below:

Method of Voting	# of Votes	Value
In Person	0	0
By Proxy	0	0
Total		

3. The total principal amount of the Senior Secured Lender Claim is \$12,000,000 and there were a total of 3 Senior Secured Lenders entitled to attend and vote at the Senior

Secured Lender Meeting. A total of 3 votes were cast at the Senior Secured Lender Meeting representing a total value of \$12,000,000. 100% of the number of votes cast representing 100% of the value of the voting claims present and voting at the Senior Secured Lender Meeting were in favour of the resolution to approve the Plan.

4. On the basis of the foregoing, a majority of the number of Senior Secured Lenders representing more than 2/3 of the value of the voting claims present and voting at the Senior Secured Lender Meeting voted in favour of the resolution approving the Plan pursuant to the Companies Creditors' Arrangement Act.

Dated as of the 10th day of November, 2015

Mabel Kennedy

SCHEDULE "E"

SECURED NOTEHOLDER SCRUTINEER REPORT

1511419 Ontario Inc.,

Formerly Known as the Cash Store Financial Services Inc. and Related Applicants

Secured Noteholder Meeting

November 10, 2015 – 10:00 a.m.

Report of Scrutineer on Voting

All terms used but not defined herein shall have the meaning ascribed to them in the Meetings Order dated September 30, 2015 (the "Meetings Order").

The undersigned scrutineer hereby reports on the results of voting by the Secured Noteholder Class who were present and voting, either in person or by proxy, at the Secured Noteholder Meeting to consider and vote on the Plan.

The Monitor received 116 proxies by November 5, 2015.

1. The number of Secured Noteholders that voted in favour of the Plan is set out below:

Method of Voting	# of Votes	Value
In Person	0	0
By Proxy	102	101,206,000
Total	102	101,206,000

2. The number of Secured Noteholders that voted against the Plan is set out below:

Method of Voting	# of Votes	Value
In Person	0	0
By Proxy	14	7,120,000
Total		

3. The total principal amount of Secured Notes is \$132,500,000 and there were a total of 164 beneficial and 21 physical holders of Secured Notes entitled to attend and vote at

the Secured Noteholder Meeting. A total of 116 votes were cast at the Secured Noteholder Meeting representing a total value of \$108,326,000. 88% of the number of votes cast representing 93% of the value of the voting claims present and voting at the Secured Noteholder Meeting were in favour of the resolution to approve the Plan.

4. On the basis of the foregoing, a majority of the number of Secured Noteholders representing more than 2/3 of the value of the voting claims present and voting at the Secured Noteholder Meeting voted in favour of the resolution approving the Plan pursuant to the Companies Creditors' Arrangement Act.

Dated as of the 10th day of November, 2015



SCHEDULE "F"

CASHFLOW FORECAST

The Cash Store Financial Services, Inc.
Weekly Cash Forecast
(CAD 000's)

Week Ended	11/27/2015	12/4/2015	12/11/2015	12/18/2015	12/25/2015	1/1/2016	1/8/2016	1/15/2016	1/22/2016	1/29/2016	2/5/2016	2/12/2016	2/19/2016	2/26/2016	3/4/2016	
RECEIPTS:																
Non-Operating Receipts	-	1,200	-	15	-	-	-	15	-	-	-	-	15	-	-	
Asset Sale Proceeds	250	-	-	-	-	-	-	-	-	-	50	50	50	50	50	
TOTAL RECEIPTS	250	1,200	-	15	-	-	-	15	-	-	50	50	65	50	50	
OPERATING DISBURSEMENTS:																
Consulting Fees (Former Employees)	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
Operating Expenses	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	
Rent	5	-	-	-	-	3	-	-	-	3	-	-	-	3	-	
TOTAL OPERATING DISBURSEMENTS	15	10	10	10	10	13	10	10	10	13	10	10	10	13	10	
OPERATING CASH FLOW	\$ 235	\$ 1,190	\$ (10)	\$ 5	\$ (10)	\$ (13)	\$ (10)	\$ 5	\$ (10)	\$ (13)	\$ 40	\$ 40	\$ 55	\$ 37	\$ 40	
NON-OPERATING DISBURSEMENTS:																
Professional Fees - Restructuring	100	100	100	500	50	50	50	50	50	50	50	50	50	25	25	
Credit Facility Interest	125	-	-	-	125	-	-	-	-	-	-	-	-	-	-	
TOTAL NON-OPERATING DISBURSEMENTS	225	100	100	500	175	50	50	50	50	50	50	50	50	25	25	
BoP Cash	\$ 50	\$ 60	\$ 1,150	\$ 1,040	\$ 545	\$ 360	\$ 297	\$ 237	\$ 192	\$ 132	\$ 69	\$ 59	\$ 49	\$ 54	\$ 66	
Total Cash Flow	10	1,090	(110)	(495)	(185)	(63)	(60)	(45)	(60)	(63)	(10)	(10)	5	12	15	
EoP Cash Before New Borrowing	\$ 60	\$ 1,150	\$ 1,040	\$ 545	\$ 360	\$ 297	\$ 237	\$ 192	\$ 132	\$ 69	\$ 59	\$ 49	\$ 54	\$ 66	\$ 81	

Notes:

- [1] The purpose of this cash flow forecast is to determine the liquidity requirements of the Applicants during the forecast period.
 - [2] Non-operating receipts represents reimbursement estimates from National Money Mart and CSF Asset Management
 - [3] Forecast disbursements from operations are forecast based on existing Accounts Payable and operating expenses.
 - [4] Post-petition non operating expenses include professional fees associated with the Applicants restructuring.
- Forecast professional fee disbursements are based on advisor level estimates of fees that may be incurred during the forecast period.
- [5] Credit Facility Interest includes interest associated with the \$12 million in secured loans provided by the Senior Lenders.
 - [6] Use of asset sale proceeds will be used to fund the estate during this forecast period.
 - [7] DIP Exit Fee is expected be paid directly out of Monitor's trust account.
 - [8] The company has submitted a claim for a tax refund. CRA is auditing the claim and verification of any payment has not been made by CRA to date.
 - [9] Payment of the December Credit Facility interest is dependent on the timing of the Plan Implementation Date.

The Cash Store Financial Services, Inc.
Weekly Cash Forecast
(CAD 000's)

Week Ended	3/11/2016	3/18/2016	3/25/2016	4/1/2016	4/8/2016	4/15/2016	4/22/2016	4/29/2016	5/6/2016	5/13/2016	5/20/2016	Total
RECEIPTS:												
Non-Operating Receipts	-	-	-	-	-	-	-	-	-	-	-	1,245
Asset Sale Proceeds	50	-	50	50	50	50	50	50	-	-	45	895
TOTAL RECEIPTS	50	-	50	50	50	50	50	50	-	-	45	2,140
OPERATING DISBURSEMENTS:												
Consulting Fees (Former Employees)	5	5	5	5	5	5	5	5	5	5	5	130
Operating Expenses	5	5	5	5	5	5	5	5	5	5	60	185
Rent	-	-	3	-	-	-	-	3	-	-	-	20
TOTAL OPERATING DISBURSEMENTS	10	10	13	10	10	10	10	13	10	10	65	335
OPERATING CASH FLOW	\$ 40	\$ (10)	\$ 37	\$ 40	\$ 40	\$ 40	\$ 40	\$ 37	\$ (10)	\$ (10)	\$ (20)	\$ 1,805
NON-OPERATING DISBURSEMENTS:												
Professional Fees - Restructuring	25	25	25	25	25	25	25	25	25	25	25	1,575
Credit Facility Interest	-	-	-	-	-	-	-	-	-	-	-	250
TOTAL NON-OPERATING DISBURSEMENTS	25	25	25	25	25	25	25	25	25	25	25	1,825
BoP Cash	\$ 81	\$ 96	\$ 61	\$ 73	\$ 88	\$ 103	\$ 118	\$ 133	\$ 145	\$ 110	\$ 75	\$ 50
Total Cash Flow	15	(35)	12	15	15	15	15	12	(35)	(35)	(45)	(20)
EoP Cash Before New Borrowing	\$ 96	\$ 61	\$ 73	\$ 88	\$ 103	\$ 118	\$ 133	\$ 145	\$ 110	\$ 75	\$ 30	\$ 30

SCHEDULE "G"

AFFIDAVIT OF JEFFREY ROSENBERG

**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

**AFFIDAVIT OF JEFFREY ROSENBERG
SWORN NOVEMBER 16, 2015**

I, Jeffrey Rosenberg, of the City of Toronto, in the Province of Ontario, MAKE OATH
AND SAY:

1. I am a Managing Director of FTI Consulting Canada Inc. ("FTI"), acting in its capacity as Court-appointed Monitor (the "**Monitor**") in the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("**CCAA**") proceedings of the Applicants (collectively, "**Cash Store**") and, as such, I have knowledge of the matters to which I hereinafter depose.

2. I swear this affidavit in support of a motion for the approval of the fees and disbursements of FTI and for no improper purpose.

3. During the period from April 1, 2015 to October 31, 2015 (the "**Engagement Period**") FTI docketed 9,860.40 hours in respect of the CCAA Proceedings and billed

professional fees of \$5,915,332.00 and expenses of \$648,243.40, exclusive of applicable taxes, which amounted to \$328,178.77. Attached hereto as Exhibit "A" is a schedule summarizing the fees, disbursements, applicable taxes and total fees charged for each invoice.

4. Attached and marked as Exhibit "B" to this affidavit are true copies of the accounts rendered to the Applicants in connection with these CCAA Proceedings for Engagement Period (redacted for confidential information).

5. Attached hereto as Exhibit "C" is a schedule summarizing the billing rates of each of the members of FTI that rendered services in these CCAA Proceedings.

6. To the best of my knowledge, the rates charged by FTI throughout the course of these CCAA Proceedings are comparable to the rates charged by other firms in the Toronto market for the provision of similar restructuring services.

7. The hours spent on this matter involved monitoring the Applicants and dealing with a number of CCAA issues (as more particularly described in the Monitor's reports). I believe that the total hours incurred by FTI were reasonable and appropriate in the circumstances.

8. Additional professional time will be required to complete these CCAA Proceedings.

9. FTI requests that the Court approve its accounts for services rendered and recorded during the Engagement Period.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario,)
this 16th day of November, 2015.)
)
)
)
)
)
)



Commissioner for Taking Affidavits



Jeffrey Rosenberg

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE CASH STORE
FINANCIAL SERVICES INC. et al.”

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

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

Proceeding commenced at TORONTO

**AFFIDAVIT OF JEFFREY ROSENBERG
SWORN NOVEMBER 16, 2015**

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Geoff R. Hall LSUC#: 347010

Tel: (416) 601-7586

Fax: (416) 868-0673

Email: ghall@mccarthy.ca

James D. Gage LSUC#: 346761

Tel: (416) 601-7539

Fax: (416) 868-0673

Email: jgage@mccarthy.ca

Lawyers for FTI Consulting Canada Inc., the
Monitor
15029688

This is Exhibit.....A.....referred to in the
affidavit of.....Jeffrey Rosenberg.....
sworn before me, this.....16th.....
day of.....November.....2015.....

S. Fulton
.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Summary of FTI Monitor Fees
Services Rendered April 14, 2014 - October 31, 2015

Invoice #	Date	Fees	Expenses	GST	Total
29000937	April 23, 2014	\$ 102,046.50	\$ 13,267.57	\$ 5,765.70	\$ 121,079.77
29000944	April 30, 2014	\$ 205,260.50	\$ 13,938.87	\$ 10,959.97	\$ 230,159.34
29000964	May 13, 2014	\$ 200,719.00	\$ 32,157.74	\$ 11,643.84	\$ 244,520.58
29000973	May 21, 2014	\$ 169,499.00	\$ 12,564.11	\$ 9,103.16	\$ 191,166.27
29000992	May 30, 2014	\$ 132,394.00	\$ 1,592.63	\$ 6,699.33	\$ 140,685.96
29001000	May 31, 2014	\$ 111,047.50	\$ 14,655.25	\$ 6,285.14	\$ 131,987.89
29001017	June 11, 2014	\$ 91,653.50	\$ 27,937.97	\$ 5,979.57	\$ 125,571.04
29001022	June 18, 2014	\$ 86,286.50	\$ 12,762.72	\$ 4,952.46	\$ 104,001.68
29001031	June 26, 2014	\$ 113,793.50	\$ 12,243.37	\$ 6,301.84	\$ 132,338.71
29001036	June 30, 2014	\$ 92,362.50	\$ 55.60	\$ 4,620.91	\$ 97,039.01
29001058	July 9, 2014	\$ 55,269.00	\$ 18,062.23	\$ 3,666.56	\$ 76,997.79
29001059	July 15, 2014	\$ 99,248.00	\$ 14,814.51	\$ 5,703.13	\$ 119,765.64
29001072	July 24, 2014	\$ 108,880.00	\$ 4,077.00	\$ 5,647.85	\$ 118,604.85
29001075	July 29, 2014	\$ 118,297.50	\$ 11,564.88	\$ 6,493.12	\$ 136,355.50
29001080	July 31, 2014	\$ 93,724.00	\$ 4,159.22	\$ 4,894.16	\$ 102,777.38
29001099	August 13, 2014	\$ 93,555.50	\$ 37,756.08	\$ 6,565.58	\$ 137,877.16
29001102	August 20, 2014	\$ 74,395.00	\$ 1,478.11	\$ 3,793.66	\$ 79,666.77
29001105	August 27, 2014	\$ 95,235.50	\$ -	\$ 4,761.78	\$ 99,997.28
29001128	August 31, 2014	\$ 86,060.50	\$ -	\$ 4,303.03	\$ 90,363.53
29001132	September 11, 2014	\$ 61,592.50	\$ 8,667.80	\$ 3,513.02	\$ 73,773.32
29001139	September 19, 2014	\$ 103,035.50	\$ 4,272.30	\$ 5,365.39	\$ 112,673.19
29001141	September 26, 2014	\$ 98,484.50	\$ 43,399.96	\$ 7,094.22	\$ 148,978.68
29001145	September 30, 2014	\$ 103,318.00	\$ 12,287.37	\$ 5,780.27	\$ 121,385.64
29001164	October 10, 2014	\$ 47,722.00	\$ -	\$ 2,386.10	\$ 50,108.10
29001168	October 16, 2014	\$ 81,859.00	\$ 4,804.05	\$ 4,333.15	\$ 90,996.20
29001173	October 24, 2014	\$ 78,848.50	\$ 3,643.39	\$ 4,124.59	\$ 86,616.48
29001175	October 31, 2014	\$ 103,090.00	\$ 13,210.60	\$ 5,815.03	\$ 122,115.63
29001184	October 31, 2014	\$ 102,585.50	\$ 22,381.30	\$ 6,248.34	\$ 131,215.14
29001200	November 12, 2014	\$ 111,653.00	\$ 4,231.77	\$ 5,794.24	\$ 121,679.01
29001205	November 21, 2014	\$ 102,432.00	\$ 10,504.73	\$ 5,646.84	\$ 118,583.57
29001207	November 27, 2014	\$ 83,605.50	\$ 26,258.67	\$ 5,493.21	\$ 115,357.38
29001212	November 30, 2014	\$ 98,784.50	\$ -	\$ 4,939.23	\$ 103,723.73
29001241	December 11, 2014	\$ 87,057.00	\$ 21,113.05	\$ 5,408.50	\$ 113,578.55
29001244	December 17, 2014	\$ 103,036.50	\$ 5,932.56	\$ 5,448.45	\$ 114,417.51
29001247	December 24, 2014	\$ 61,621.00	\$ 6,223.38	\$ 3,392.22	\$ 71,236.60
29001252	December 31, 2014	\$ 46,307.50	\$ 3,364.16	\$ 2,483.58	\$ 52,155.24
29001272	January 15, 2015	\$ 79,302.00	\$ 12,590.42	\$ 4,594.62	\$ 96,487.04
29001280	January 23, 2015	\$ 98,195.50	\$ 7,184.66	\$ 5,269.01	\$ 110,649.17
29001285	January 30, 2015	\$ 105,539.50	\$ 4,801.56	\$ 5,517.05	\$ 115,858.11
29001293	January 31, 2015	\$ 103,372.00	\$ -	\$ 5,168.60	\$ 108,540.60
29001309	February 12, 2015	\$ 108,872.50	\$ 5,418.42	\$ 5,714.55	\$ 120,005.47
29001315	February 19, 2015	\$ 109,523.50	\$ 12,229.31	\$ 6,087.64	\$ 127,840.45
29001321	February 24, 2015	\$ 72,372.50	\$ 27,248.96	\$ 4,981.07	\$ 104,602.53
29001340	February 28, 2015	\$ 76,109.50	\$ 3,074.62	\$ 3,959.21	\$ 83,143.33
29001346	March 10, 2015	\$ 83,463.50	\$ 11,147.67	\$ 4,730.56	\$ 99,341.73
29001355	March 19, 2015	\$ 59,732.00	\$ 533.51	\$ 3,013.28	\$ 63,278.79
29001362	March 27, 2015	\$ 27,360.00	\$ 11,247.30	\$ 1,930.37	\$ 40,537.67
29001366	March 31, 2015	\$ 96,096.50	\$ -	\$ 4,804.83	\$ 100,901.33
29001392	April 17, 2015	\$ 112,024.50	\$ 7,597.50	\$ 5,981.10	\$ 125,603.10
29001396	April 23, 2015	\$ 76,478.00	\$ 4,563.42	\$ 4,052.07	\$ 85,093.49
29001418	April 30, 2015	\$ 117,679.50	\$ 3,389.16	\$ 6,053.43	\$ 127,122.09
29001428	May 14, 2015	\$ 71,479.00	\$ 13,058.74	\$ 4,226.89	\$ 88,764.63
29001430	May 19, 2015	\$ 62,108.50	\$ 8,938.71	\$ 3,552.36	\$ 74,599.57
29001439	May 28, 2015	\$ 45,153.50	\$ 17,780.48	\$ 3,146.70	\$ 66,080.68
29001466	May 31, 2015	\$ 54,620.50	\$ 34.31	\$ 2,732.74	\$ 57,387.55
29001474	June 12, 2015	\$ 35,731.50	\$ 4,642.92	\$ 2,018.72	\$ 42,393.14
29001484	June 17, 2015	\$ 29,238.50	\$ 23,480.39	\$ 2,635.94	\$ 55,354.83
29001492	June 24, 2015	\$ 34,183.00	\$ -	\$ 1,709.15	\$ 35,892.15
29001517	June 30, 2015	\$ 37,136.50	\$ 301.94	\$ 1,871.92	\$ 39,310.36
29001526	July 16, 2015	\$ 21,058.50	\$ 6,129.81	\$ 1,359.42	\$ 28,547.73
29001535	July 22, 2015	\$ 22,797.00	\$ -	\$ 1,139.85	\$ 23,936.85
29001543	July 30, 2015	\$ 22,290.50	\$ 1,838.47	\$ 1,206.45	\$ 25,335.42
29001576	July 31, 2015	\$ 31,163.50	\$ -	\$ 1,558.18	\$ 32,721.68
29001583	August 12, 2015	\$ 26,619.50	\$ 26.55	\$ 1,332.30	\$ 27,978.35
29001595	August 19, 2015	\$ 46,055.50	\$ -	\$ 2,302.78	\$ 48,358.28
29001602	August 28, 2015	\$ 34,743.50	\$ -	\$ 1,737.18	\$ 36,480.68
29001606	August 31, 2015	\$ 43,002.00	\$ -	\$ 2,150.10	\$ 45,152.10
29001632	September 10, 2015	\$ 36,662.00	\$ 7,155.36	\$ 2,190.87	\$ 46,008.23
29001643	September 16, 2015	\$ 31,368.50	\$ -	\$ 1,568.43	\$ 32,936.93
29001650	September 24, 2015	\$ 39,622.50	\$ -	\$ 1,981.13	\$ 41,603.63
29001656	September 30, 2015	\$ 75,901.50	\$ -	\$ 3,795.08	\$ 79,696.58
29001676	October 14, 2015	\$ 58,981.50	\$ 60.68	\$ 2,952.11	\$ 61,994.29
29001687	October 22, 2015	\$ 35,998.00	\$ 24,107.19	\$ 3,005.26	\$ 63,110.45
29001690	October 28, 2015	\$ 41,387.00	\$ 6,278.39	\$ 2,383.27	\$ 50,048.66
29001700	October 31, 2015	\$ 47,149.00	\$ -	\$ 2,357.45	\$ 49,506.45
TOTAL		\$ 5,915,332.00	\$ 648,243.40	\$ 328,178.77	\$ 6,891,754.17

This is Exhibit.....^B.....referred to in the
affidavit of.....Jeffrey Rosenberg.....
sworn before me, this.....16th.....
day of.....November.....20..15.....

.....S. J. Lutz.....
A COMMISSIONER FOR TAKING AFFIDAVITS



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 23, 2014
FTI Invoice No. 29000937
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 20, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$102,046.50
Expenses.....	<u>\$13,267.57</u>
Total Fees and Expenses.....	\$115,314.07
HST Registration No. 835718024RT0001	<u>\$5,765.70</u>
Total Amount Due this Period.....	\$121,079.77
Total Amount Due.....	<u>\$121,079.77</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FPI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 23, 2014
FTI Invoice No. 29000937
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through April 20, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	28.0	\$23,240.00
Jeffrey Rosenberg	Managing Director	\$710.00	57.3	\$40,683.00
Craig Munro	Managing Director	\$655.00	34.6	\$22,663.00
Pamela Luthra	Senior Director	\$620.00	7.9	\$4,898.00
Michael Kennedy	Consultant	\$325.00	32.5	\$10,562.50
Total Hours and Fees			160.3	\$102,046.50
Business Meals				\$411.72
Lodging				\$2,413.23
Other/Miscellaneous				\$78.33
Transportation				\$10,364.29
Total Expenses				\$13,267.57
HST Registration No. 835718024RT0001				\$5,765.70
Invoice Total for Current Period				\$121,079.77

The Cash Store
436646.0002 - April 20, 2014
Invoice #29000937

Date	TK#	Name	Hours	Amount	Narrative
04/14/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Edits to various statutory notices. Responded to third party inquiries. Payables discussion.
04/14/14	14888	Pamela Luthra	1.60	\$ 992.00	Review of filing matters and related materials.
04/14/14	20283	Craig Munro	11.00	\$ 7,205.00	Review of Notice to Creditors, Initial Order, bank accounts, outstanding cheques, and communications package.
04/14/14	15092	Jeffrey Rosenberg	12.90	\$ 9,159.00	Attendance at Osler for finalizing of documents for court appearance. Finalized monitor's report. Attendance at court on multiple occasions. Review of DIP proposal offers. Review of documentation.
04/14/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review documentation. Discussions with lawyers.
04/15/14	18003	Michael Kennedy	7.90	\$ 2,567.50	Review of statutory notices. Discussions regarding creditor listing. Review of disbursements.
04/15/14	14888	Pamela Luthra	6.30	\$ 3,906.00	Review of Initial Order, Affidavit, DIP Term Sheet, and Monitor's report. Call and review of financial forecast.
04/15/14	20283	Craig Munro	10.50	\$ 6,877.50	Review of statutory notices. Discussions with the accounting staff regarding third party lenders, accounts payable review process, and opening cash. Review of revised Order.
04/15/14	15092	Jeffrey Rosenberg	10.20	\$ 7,242.00	Work on DIP Report. Attendance at Osler to review and finalize Orders. Attendance in court. Multiple calls with the company regarding operational matters. Work on Issuance of DIP proceeds and daily cash reports. Operational issues. Work on daily cash report.
04/15/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review of court documentation. Review of financial information. Correspondence regarding the same.
04/16/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Responded to various third party inquiries. Review of documentation and disbursements.
04/16/14	20283	Craig Munro	8.50	\$ 5,567.50	Met with accounting staff regarding [REDACTED]. Review of payment protocol and court materials.
04/16/14	15092	Jeffrey Rosenberg	12.10	\$ 8,591.00	Reviewed latest draft of court materials. Work on advance of DIP funding. Multiple meetings with company management. Reviewed [REDACTED].
04/16/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review of court documentation. Review of financial information. Correspondence regarding the same.
04/17/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Various filing matters and review of documentation. Responded to third party inquiries. Draft of court documentation.
04/17/14	20283	Craig Munro	2.50	\$ 1,637.50	Review of daily cash balance and court materials.
04/17/14	15092	Jeffrey Rosenberg	12.40	\$ 8,804.00	Attendance at the company. Review of [REDACTED]. [REDACTED] and several calls regarding [REDACTED]. Work on [REDACTED]. Review of regulatory [REDACTED]. Work on operational [REDACTED]. Several meetings with company personnel.
04/17/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review of court documentation. Review correspondence. General file updates.
04/18/14	15092	Jeffrey Rosenberg	4.70	\$ 3,337.00	Review of cash flow projections. Conference call regarding cash flows. Work on third party lender issues. Review of correspondence. Conference call with McCarthy and email correspondence.
04/18/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review company information. Conference call regarding file updates.
04/19/14	15092	Jeffrey Rosenberg	2.70	\$ 1,917.00	Review actual cash flow projections. Conference call regarding cash flow projections and third party collections. Review court materials.
04/20/14	20283	Craig Munro	2.10	\$ 1,375.50	Review [REDACTED] spreadsheet and court materials.
04/20/14	15092	Jeffrey Rosenberg	2.30	\$ 1,633.00	Work on third party lenders [REDACTED].
04/20/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review of budget versus actual for specific period. Review correspondence. Review court materials.
TOTAL			160.30	\$ 102,046.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 30, 2014
FTI Invoice No. 29000944
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 30, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$205,260.50
Expenses.....	<u>\$13,938.87</u>
Total Fees and Expenses.....	\$219,199.37
HST Registration No. 835718024RT0001	<u>\$10,959.97</u>
Total Amount Due this Period.....	\$230,159.34
Total Amount Due.....	<u><u>\$230,159.34</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 30, 2014
FTI Invoice No. 29000944
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through April 30, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	60.0	\$49,800.00
Jeffrey Rosenberg	Managing Director	\$710.00	106.2	\$75,402.00
Craig Munro	Managing Director	\$655.00	77.5	\$50,762.50
Pamela Luthra	Senior Director	\$620.00	15.8	\$9,796.00
Michael Kennedy	Consultant	\$325.00	60.0	\$19,500.00
Total Hours and Fees			319.5	\$205,260.50
Business Meals				\$1,066.85
Telephone				\$13.95
Lodging				\$4,681.52
Other/Miscellaneous				\$1,175.63
Transportation				\$7,000.92
Total Expenses				\$13,938.87
HST Registration No. 835718024RT0001				\$10,959.97
Invoice Total for Current Period				\$230,159.34

The Cash Store
436646.0002 - April 30, 2014
Invoice #29000944

Date	TK#	Name	Hours	Amount	Narrative
04/21/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Attendance on calls regarding cash flow projections and DIP funding.
04/21/14	14888	Pamela Luthra	0.70	\$ 434.00	Review of revised model and actual versus budget reporting.
04/21/14	20283	Craig Munro	11.50	\$ 7,532.50	Disbursement review. Discussions surrounding disbursement process. Review of the third party lenders broker agreement. Review of documents regarding the [REDACTED]. Attended meetings pertaining to the [REDACTED] and status updates.
04/21/14	15092	Jeffrey Rosenberg	13.20	\$ 9,372.00	Attended head office and worked on various issues including cash flow projections, meeting with management, [REDACTED]
04/21/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review of outstanding items. Review of correspondence. Review management discussions.
04/22/14	18003	Michael Kennedy	6.90	\$ 2,242.50	Responded to third party inquiries. Review of disbursements. Correspondence with the accounts payable staff regarding the same. Attendance on calls regarding DIP funding.
04/22/14	14888	Pamela Luthra	2.90	\$ 1,798.00	Preparation of model over model bridge analysis, review of updated forecast, and review of actual versus budget analysis.
04/22/14	20283	Craig Munro	12.00	\$ 7,860.00	Reviewed payments for approval. Drafted a memo regarding issues in respect of third party lenders. Meetings with the company regarding reporting template for third party lender tracking. Attended conference call regarding [REDACTED]. Reviewed [REDACTED]
04/22/14	15092	Jeffrey Rosenberg	12.60	\$ 8,946.00	Attended head office and worked on various issues including DIP matters, cash flow matters, creditor matters, and sale matters.
04/22/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review correspondence. Review DIP funding materials. Correspondence regarding the same.
04/23/14	18003	Michael Kennedy	6.90	\$ 2,242.50	Responded to third party inquiries. Review of court documentation. Disbursement review.
04/23/14	14888	Pamela Luthra	1.30	\$ 806.00	Preparation of model over model bridge analysis, review of updated forecast, and review of actual versus budget analysis.
04/23/14	20283	Craig Munro	11.50	\$ 7,532.50	Discussions regarding [REDACTED] procedures. Meetings regarding [REDACTED] status. Discussions with company regarding third party lender balances and [REDACTED]. Discussions regarding [REDACTED]
04/23/14	15092	Jeffrey Rosenberg	12.80	\$ 9,088.00	Attended head office and worked on various issues including sale matters, DIP matters, cash flow matters, and creditor matters.
04/23/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review DIP related materials. Review correspondence. Updates regarding certain creditor matters.
04/24/14	18003	Michael Kennedy	6.90	\$ 2,242.50	Responded to third party inquiries. Correspondence and review of disbursements with the accounts payable staff. Attendance on calls regarding cash flow projections. Review of court documentation.
04/24/14	20283	Craig Munro	6.50	\$ 4,257.50	Conference calls regarding third party lender balances. Review of monitoring procedures.
04/24/14	15092	Jeffrey Rosenberg	9.80	\$ 6,958.00	Attended head office and worked on various issues [REDACTED] DIP matters, cash flow matters, creditor matters, and UK matters.
04/24/14	14798	Gregory Watson	7.00	\$ 5,810.00	Review correspondence and court material. Review DIP funding materials. Review UK related materials.
04/25/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Review of disbursements. Correspondence with the accounts payable staff regarding specific payments.
04/25/14	20283	Craig Munro	1.00	\$ 655.00	Correspondence regarding [REDACTED]. Review of daily reports.
04/25/14	15092	Jeffrey Rosenberg	10.80	\$ 7,668.00	Attended head office and worked on various issues including sale matters, DIP matters, cash flow matters, and creditor matters.
04/25/14	14798	Gregory Watson	8.00	\$ 6,640.00	Status update. Discussions regarding third party lenders. Follow up correspondence regarding the same.
04/27/14	14888	Pamela Luthra	2.10	\$ 1,302.00	Preparation of model over model bridge and review of updated model.
04/27/14	20283	Craig Munro	3.20	\$ 2,096.00	Reviewed third party lenders spreadsheet.
04/27/14	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Work on court report and [REDACTED]. Review of cash flow projections. Read materials in preparation for court.
04/27/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court materials. Review correspondence. Review [REDACTED]
04/28/14	18003	Michael Kennedy	8.40	\$ 2,730.00	Reviewed court documentation. Responded to third party inquiries. Review of disbursements and correspondence with accounts payable staff regarding the same.
04/28/14	14888	Pamela Luthra	2.30	\$ 1,426.00	Review of revised model and update of bridge analysis.

04/28/14	20283	Craig Munro	11.00	\$	7,205.00	Review of cash disbursement requests. Discussions regarding [REDACTED]. Review of payments. Attendance on calls regarding the [REDACTED]. Reviewed [REDACTED]. Review of monitoring procedures.
04/28/14	15092	Jeffrey Rosenberg	13.20	\$	9,372.00	Attendance in court. Review of various documents. Work on [REDACTED] and cash flow projections.
04/28/14	14798	Gregory Watson	7.00	\$	5,810.00	Review correspondence and court material. Review third party lender matters.
04/29/14	18003	Michael Kennedy	6.90	\$	2,242.50	Responded to third party inquiries. Review of disbursements and correspondence with the accounts payable staff regarding the same. Review of court materials.
04/29/14	14888	Pamela Luthra	2.70	\$	1,674.00	Review of revised model, update of bridge analysis, and review of actual versus budget analysis.
04/29/14	20283	Craig Munro	10.00	\$	6,550.00	Conference call regarding [REDACTED]. Drafted memo regarding [REDACTED].
04/29/14	20283	Craig Munro	0.30	\$	196.50	Attendance on calls with respect to [REDACTED].
04/29/14	15092	Jeffrey Rosenberg	12.60	\$	8,946.00	Correspondence regarding status update and sale process. Attended meetings with various stakeholders. Conference call with [REDACTED].
04/29/14	14798	Gregory Watson	8.00	\$	6,640.00	Conference call with Houlihan Lokey. Review of business plan. Review of correspondence.
04/30/14	18003	Michael Kennedy	7.40	\$	2,405.00	Discussions with stakeholders. Conference calls regarding DIP financing. Review of outstanding items.
04/30/14	14888	Pamela Luthra	3.80	\$	2,356.00	Responded to third party inquiries. Review of disbursements. Correspondence with accounts payable staff regarding the same. Review of court documentation.
04/30/14	20283	Craig Munro	10.50	\$	6,877.50	Review of revised model, update of bridge analysis, and review of actual versus budget analysis. Review of cash flow budget versus actual. Call regarding the same. Meetings regarding [REDACTED]. Review of Order regarding additional third party lenders protections. Review of DIP Term Sheet. Further calls regarding [REDACTED].
04/30/14	15092	Jeffrey Rosenberg	12.90	\$	9,159.00	Completed analysis in preparation for court. Work on cash flow projections and budget versus actual. Reviewed [REDACTED] issues. Work on DIP Term Sheet. Attendance at several meetings with company management.
04/30/14	14798	Gregory Watson	8.00	\$	6,640.00	Review court materials. Attendance at court. Review correspondence.
TOTAL			319.50	\$	205,260.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 13, 2014
FTI Invoice No. 29000964
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 11, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$200,719.00
Expenses.....	<u>\$32,157.74</u>
Total Fees and Expenses.....	\$232,876.74
HST Registration No. 835718024RT0001	<u>\$11,643.84</u>
Total Amount Due this Period.....	\$244,520.58
Total Amount Due.....	<u><u>\$244,520.58</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 13, 2014
FTI Invoice No. 29000964
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through May 11, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	50.0	\$41,500.00
Simon Kirkhope	Managing Director	\$1,165.00	9.0	\$10,485.00
Andrew Himsley	Managing Director	\$1,160.00	8.0	\$9,280.00
Jeffrey Rosenberg	Managing Director	\$710.00	105.2	\$74,692.00
Craig Munro	Managing Director	\$655.00	47.6	\$31,178.00
Pamela Luthra	Senior Director	\$620.00	24.8	\$15,376.00
Michael Kennedy	Consultant	\$325.00	55.6	\$18,070.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			301.4	\$200,719.00
Business Meals				\$1,773.04
Telephone				\$9.48
Lodging				\$7,594.33
Other/Miscellaneous				\$3,071.07
Transportation				\$19,709.82
Total Expenses				\$32,157.74
HST Registration No. 835718024RT0001				\$11,643.84
Invoice Total for Current Period				\$244,520.58

The Cash Store
436646.0002 - May 11, 2014
Invoice #29000964

Date	TK#	Name	Hours	Amount	Narrative
05/01/14	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
05/01/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
05/01/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Disbursement review. Responded to third party inquiries. Correspondence with the accounts payable staff regarding the same. Review of court documentation.
05/01/14	14888	Pamela Luthra	5.10	\$ 3,162.00	Review of DIP Term Sheet and preparation of covenant analysis.
05/01/14	20283	Craig Munro	6.50	\$ 4,257.50	Discussions regarding [REDACTED] Review of cash flow. Discussions with respect to branch results.
05/01/14	15092	Jeffrey Rosenberg	12.70	\$ 9,017.00	Work on cash flows and third party matters. Follow up on [REDACTED] Attended various meetings with company management. Work [REDACTED] matters. Review of disbursements.
05/01/14	14798	Gregory Watson	7.00	\$ 5,810.00	Review third party lender matters. Attend conference calls regarding the same. Review [REDACTED] materials.
05/02/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Prepared schedule of disbursements and reviewed specific payments. Responded to third party inquiries.
05/02/14	14888	Pamela Luthra	4.20	\$ 2,604.00	Review of updated model and preparation of model bridge and analysis.
05/02/14	20283	Craig Munro	3.50	\$ 2,292.50	Approval of disbursements. Email correspondence regarding [REDACTED] [REDACTED] Review of [REDACTED] analysis and follow up. Review branch closure analysis [REDACTED]
05/02/14	15092	Jeffrey Rosenberg	12.30	\$ 8,733.00	Attendance at head office. Review of company expenses. Work on cash flow projections and DIP matters. Attend various conference calls. Work on creditor matters. Review correspondence.
05/02/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review DIP funding matters. Review correspondence. Attend conference calls regarding the same.
05/03/14	15092	Jeffrey Rosenberg	7.30	\$ 5,183.00	Work on cash flows and DIP Term Sheet. Review of management presentation. Attended multiple conference calls. Review of correspondence.
05/04/14	14888	Pamela Luthra	0.80	\$ 496.00	Review of revised DIP Term Sheet and preparation of covenant analysis.
05/04/14	15092	Jeffrey Rosenberg	6.30	\$ 4,473.00	Work on cash flows and DIP Term Sheet. Attended calls regarding the same. Review of correspondence.
05/05/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Responded to third party inquiries. Review of disbursements. Correspondence with accounts payable staff regarding the same.
05/05/14	14888	Pamela Luthra	4.90	\$ 3,038.00	Review of revised model. Update of bridge analysis. Review of actual versus budget analysis. Responded to various vendor issues.
05/05/14	20283	Craig Munro	4.00	\$ 2,620.00	Reviewed emails regarding branch analysis and revised cash flow.
05/05/14	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Call regarding DIP Term Sheet. Call with DIP lenders and bondholders to review forecasts. Review of revised forecasts and several update calls regarding the same. Review of correspondence and court materials. Several calls with the company regarding [REDACTED]
05/05/14	14798	Gregory Watson	8.00	\$ 6,640.00	Discussions regarding third party lender matters. Discussions regarding creditors. Review court materials.
05/06/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
05/06/14	18003	Michael Kennedy	7.10	\$ 2,307.50	Review of court materials. Responded to third party inquiries. Review of disbursements with the accounts payable staff and attendance at meetings regarding the same.
05/06/14	14888	Pamela Luthra	4.60	\$ 2,852.00	Review of revised model. Update of bridge analysis. Review of actual versus budget analysis.
05/06/14	20283	Craig Munro	9.10	\$ 5,960.50	Reviewed disbursements. Further follow up on [REDACTED] Meeting with company management regarding [REDACTED] Reviewed revised bondholder DIP Term Sheet.
05/06/14	15092	Jeffrey Rosenberg	12.50	\$ 8,875.00	Reviewed DIP Term Sheet. Review of correspondence. Work on supplier matters and attended conference calls regarding the same.
05/06/14	14798	Gregory Watson	8.00	\$ 6,640.00	Attendance on conference calls regarding supplier matters. Review of correspondence. Review DIP funding materials.
05/07/14	18003	Michael Kennedy	7.40	\$ 2,405.00	Responded to third party inquiries. Follow up regarding disbursement items. Attendance on multiple calls regarding supplier matters.
05/07/14	14888	Pamela Luthra	5.20	\$ 3,224.00	Review of revised model. Update to covenant analysis. Responded to [REDACTED] [REDACTED] Review of cash flow forecast.

05/07/14	20283	Craig Munro	9.20	\$	6,026.00	Reviewed disbursements and weekly budget versus actual results. Reviewed Notice [REDACTED] Provided a third party lenders collections update. Reviewed third party lenders cash receipt process. Attended meeting regarding [REDACTED] process. Reviewed [REDACTED] and follow up on inquiries.
05/07/14	15092	Jeffrey Rosenberg	12.70	\$	9,017.00	Review of budget versus actual results. Work on new cash flow projections. Work on revised joint DIP Term Sheet attended several conference calls and meetings regarding the same.
05/07/14	14798	Gregory Watson	7.00	\$	5,810.00	Review DIP funding materials. Conference calls regarding same. Correspondence regarding file updates with various professionals.
05/08/14	18003	Michael Kennedy	8.10	\$	2,632.50	Responded to third party inquiries. Follow up regarding specific disbursements. Review of court related materials.
05/08/14	17907	Simon Kirkhope	1.00	\$	1,165.00	Review of financials and attendance at management meeting.
05/08/14	20283	Craig Munro	10.00	\$	6,550.00	Reviewed disbursements. Analysis on [REDACTED] DIP Term Sheet. Reviewed court materials. [REDACTED] daily settlement follow up. Attended company meetings regarding branch closure analysis.
05/08/14	15092	Jeffrey Rosenberg	12.80	\$	9,088.00	Work on cash flow projections, court report, and store closures. Attended several meetings. Reviewed new DIP proposals. Review of correspondence and emails. Attended conference calls.
05/08/14	14798	Gregory Watson	8.00	\$	6,640.00	Attendance on conference calls with various professionals. Review third party lender matters. Review correspondence.
05/09/14	15457	Andrew Himsley	8.00	\$	9,280.00	Cash flow model review and follow up meetings pertaining to the same.
05/09/14	18003	Michael Kennedy	8.20	\$	2,665.00	Responded to third party inquiries. Follow up with accounts payable staff regarding specific disbursements.
05/09/14	17907	Simon Kirkhope	8.00	\$	9,320.00	Review of financials and attendance at management meeting.
05/09/14	20283	Craig Munro	5.00	\$	3,275.00	Reviewed branch analysis. Drafted emails regarding the same.
05/09/14	15092	Jeffrey Rosenberg	12.10	\$	8,591.00	Attended meetings regarding [REDACTED]. Work on court report and cash flow projections. Work on supplier issues. Review [REDACTED] Review of emails and correspondence.
05/09/14	14798	Gregory Watson	6.00	\$	4,980.00	Status update. [REDACTED] Review court materials.
05/10/14	20283	Craig Munro	0.30	\$	196.50	Status update call.
05/10/14	15092	Jeffrey Rosenberg	4.20	\$	2,982.00	Work on wind down plan and review of correspondence. [REDACTED]
05/11/14	15092	Jeffrey Rosenberg	4.00	\$	2,840.00	Review of court material [REDACTED] and wind down matters.
05/11/14	14798	Gregory Watson	2.00	\$	1,660.00	Review court materials. Status update. Review [REDACTED]
TOTAL			301.40	\$	200,719.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 21, 2014
FTI Invoice No. 29000973
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 18, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$169,499.00
Expenses.....	<u>\$12,564.11</u>
Total Fees and Expenses.....	\$182,063.11
HST Registration No. 835718024RT0001	<u>\$9,103.16</u>
Total Amount Due this Period.....	\$191,166.27
Total Amount Due.....	<u><u>\$191,166.27</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FPI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 21, 2014
FTI Invoice No. 29000973
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through May 18, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	29.0	\$24,070.00
Simon Kirkhope	Managing Director	\$1,165.00	6.6	\$7,689.00
Andrew Himsley	Managing Director	\$1,160.00	32.0	\$37,120.00
Jeffrey Rosenberg	Managing Director	\$710.00	73.0	\$51,830.00
Craig Munro	Managing Director	\$655.00	29.2	\$19,126.00
Pamela Luthra	Senior Director	\$620.00	8.2	\$5,084.00
Liam Griffin	Consultant	\$735.00	15.0	\$11,025.00
Michael Kennedy	Consultant	\$325.00	41.0	\$13,325.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	1.4	\$161.00
Total Hours and Fees			236.0	\$169,499.00
Business Meals				\$860.22
Telephone				\$37.00
Lodging				\$5,053.22
Transportation				\$6,613.67
Total Expenses				\$12,564.11
HST Registration No. 835718024RT0001				\$9,103.16
Invoice Total for Current Period				\$191,166.27

The Cash Store
438646.0002 - May 18, 2014
Invoice #29000973

Date	TK#	Name	Hours	Amount	Narrative
05/12/14	16374	Liam Griffin	1.00	\$ 735.00	Review of cash flow model and correspondence.
05/12/14	15457	Andrew Himsley	8.00	\$ 9,280.00	review and follow up.
05/12/14	18441	Linda Kelly	1.00	\$ 115.00	File administration.
05/12/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Review of disbursements. Follow up with accounts payable staff regarding the same.
05/12/14	17907	Simon Kirkhope	0.50	\$ 582.50	Preparation of court report and multiple calls regarding the same.
05/12/14	20283	Craig Munro	3.30	\$ 2,161.50	Reviewed and third party lenders collection updates.
05/12/14	15092	Jeffrey Rosenberg	13.20	\$ 9,372.00	Review of budget versus actual results. Attended management meetings. Work on supplier and issues. Review of . Review of correspondence. Review of court materials.
05/12/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review legal documents. Review . Status updates.
05/13/14	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
05/13/14	16374	Liam Griffin	6.50	\$ 4,777.50	Review of cash flow model and correspondence.
05/13/14	15457	Andrew Himsley	8.00	\$ 9,280.00	review and follow up.
05/13/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
05/13/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Review of disbursements. Follow up with accounts payable staff regarding the same. Responded to third party inquiries. Review of contracts.
05/13/14	17907	Simon Kirkhope	1.00	\$ 1,165.00	Preparation of court report and multiple calls regarding the same.
05/13/14	20283	Craig Munro	9.50	\$ 6,222.50	Reviewed Monitor's Supplemental Report. Discussions regarding various vendors. Reviewed weekly cash flow updates. Reviewed the third party lenders summary.
05/13/14	15092	Jeffrey Rosenberg	14.30	\$ 10,153.00	Work on Monitor's Supplemental Third Report. Disbursement reviews. Work on cash flow projections . Review of DIP Term Sheet and attended conference calls regarding the same. Review of issues. Attended various calls regarding the same.
05/13/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review court report. Attend court. Review correspondence.
05/14/14	16374	Liam Griffin	5.50	\$ 4,042.50	Review of cash flow model and correspondence.
05/14/14	15457	Andrew Himsley	8.00	\$ 9,280.00	review and follow up.
05/14/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Review of disbursements. Follow up with accounts payable staff regarding the same.
05/14/14	17907	Simon Kirkhope	0.50	\$ 582.50	Preparation of court report and multiple calls regarding the same.
05/14/14	14888	Pamela Luthra	2.80	\$ 1,736.00	Covenant test analysis and review of revised DIP Term Sheet. Review of revised forecast and preparation of model bridge.
05/14/14	20283	Craig Munro	10.10	\$ 6,615.50	Reviewed Meeting regarding reconciliation. Reviewed management presentation. Discussions regarding . Reviewed payroll and revised DIP Term Sheet.
05/14/14	15092	Jeffrey Rosenberg	13.60	\$ 9,656.00	Work on cash flow projections and budget versus actual results. DIP Term Sheet review. Follow up on operational and human resource issues. Attended several meetings with company management. Work and follow up . Work with respect to third party lenders matters. Attended conference call with Houlihan Lokey regarding DIP Term Sheet.
05/14/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review DIP funding materials. Correspondence regarding . Review correspondence.
05/15/14	16374	Liam Griffin	2.00	\$ 1,470.00	Review of cash flow model and correspondence.
05/15/14	15457	Andrew Himsley	8.00	\$ 9,280.00	review and follow up.
05/15/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
05/15/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Responded to third party inquiries. Review of disbursements. Discussions with accounts payable staff regarding the same. Contract reviews.
05/15/14	17907	Simon Kirkhope	3.60	\$ 4,194.00	Preparation of court report and multiple calls regarding the same.
05/15/14	14888	Pamela Luthra	4.70	\$ 2,914.00	Covenant test analysis and review of revised DIP Term Sheet. Review of revised forecast and preparation of model bridge.
05/15/14	20283	Craig Munro	3.80	\$ 2,489.00	Conference calls regarding vendor matters. follow up. Reviewed

05/15/14	15092	Jeffrey Rosenberg	12.30	\$	8,733.00	Conference call and follow up regarding [REDACTED] Work on Monitor's Fourth Report [REDACTED]. Cash flow and operational analysis review. Review of leases. Work on [REDACTED]. Work on information technology matters. Review of [REDACTED] for court. [REDACTED]
05/15/14	14798	Gregory Watson	6.00	\$	4,980.00	Review DIP funding materials. Conference calls in respect of the same. Review court materials.
05/16/14	18003	Michael Kennedy	8.00	\$	2,600.00	Responded to third party inquiries. Disbursement reviews.
05/16/14	17907	Simon Kirkhope	1.00	\$	1,165.00	Preparation of court report and multiple calls regarding the same.
05/16/14	14888	Pamela Luthra	0.70	\$	434.00	Planning calls and review of court documents.
05/16/14	20283	Craig Munro	2.50	\$	1,637.50	Reviewed [REDACTED] and follow up regarding various vendor related matters.
05/16/14	15092	Jeffrey Rosenberg	11.80	\$	8,378.00	Work on DIP Term Sheet. Review of [REDACTED] and operations. Follow up on operational and human resource matters. Conference calls with the DIP Lenders. Work on cash flow projections.
05/16/14	14798	Gregory Watson	6.00	\$	4,980.00	Review DIP funding materials. Review correspondence. Attend court. Review [REDACTED].
05/17/14	15092	Jeffrey Rosenberg	3.70	\$	2,627.00	Work on information technology and operational matters. Review of correspondence. Work with respect to third party lenders matters. Review of court materials.
05/18/14	15092	Jeffrey Rosenberg	4.10	\$	2,911.00	Review of budget versus actual results. Review of [REDACTED] changes regarding the same. Review of correspondence and emails.
TOTAL			236.00	\$	169,499.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 30, 2014
FTI Invoice No. 29000992
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 25, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$132,394.00
Expenses.....	<u>\$1,592.63</u>
Total Fees and Expenses.....	\$133,986.63
HST Registration No. 835718024RT0001	<u>\$6,699.33</u>
Total Amount Due this Period.....	\$140,685.96
Total Amount Due.....	<u><u>\$140,685.96</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 30, 2014
FTI Invoice No. 29000992
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through May 25, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	21.0	\$17,430.00
Simon Kirkhope	Managing Director	\$1,165.00	2.5	\$2,912.50
Jeffrey Rosenberg	Managing Director	\$710.00	58.9	\$41,819.00
Craig Munro	Managing Director	\$655.00	10.1	\$6,615.50
Pamela Luthra	Senior Director	\$620.00	37.6	\$23,312.00
David Freskos	Director	\$370.00	38.5	\$14,245.00
Chad McDonnell	Senior Consultant	\$325.00	42.0	\$13,650.00
Michael Kennedy	Consultant	\$325.00	37.3	\$12,122.50
Ana Arevalo	Administrative Professional	\$115.00	0.7	\$80.50
Linda Kelly	Administrative Professional	\$115.00	1.8	\$207.00
Total Hours and Fees			250.4	\$132,394.00
Business Meals				\$184.15
Transportation				\$1,408.48
Total Expenses				\$1,592.63
HST Registration No. 835718024RT0001				\$6,699.33
Invoice Total for Current Period				\$140,685.96

The Cash Store
436646.0002 - May 25, 2014
Invoice #29000992

Date	TK#	Name	Hours	Amount	Narrative
05/19/14	15047	David Freskos	3.20	\$ 1,184.00	Coordinate information technology matters.
05/19/14	18003	Michael Kennedy	4.00	\$ 1,300.00	Responded to third party inquiries. Review of leases.
05/19/14	17907	Simon Kirkhope	1.50	\$ 1,747.50	Draft report and review of correspondence.
05/19/14	14888	Pamela Luthra	1.00	\$ 620.00	Review of court documents and Monitor's Reports.
05/20/14	15273	Ana Arevalo	0.40	\$ 46.00	File administration.
05/20/14	15047	David Freskos	5.60	\$ 2,072.00	Coordinate and review information technology matters. Follow up regarding information technology materials.
05/20/14	18441	Linda Kelly	1.20	\$ 138.00	File administration.
05/20/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Responded to third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same. Daily reporting.
05/20/14	14888	Pamela Luthra	10.10	\$ 6,262.00	Review of court filings. Call regarding vendors and disbursements. Discussions regarding utility vendors. Review daily reporting.
05/20/14	16035	Chad McDonnell	9.40	\$ 3,055.00	Review of data. Work on information technology matters. Provide update regarding information technology matters.
05/20/14	20283	Craig Munro	3.10	\$ 2,030.50	Review [REDACTED]. Email exchange regarding [REDACTED]. Review of court documents.
05/20/14	15092	Jeffrey Rosenberg	12.80	\$ 9,088.00	Attendance at various meetings. Work on information technology and operational matters. Review of cash flows. Work on [REDACTED]. Work on UK matters. Work on third party lender matters. Review of DIP matters.
05/20/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review court materials [REDACTED]. Review third party lender matters.
05/21/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/21/14	15047	David Freskos	8.10	\$ 2,997.00	Work on information technology matters. Review correspondence regarding the same. Attend discussions regarding the same.
05/21/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
05/21/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Drafted [REDACTED]. Disbursement review. Follow up with accounts payable staff regarding the same.
05/21/14	14888	Pamela Luthra	7.90	\$ 4,898.00	[REDACTED]. Review of disbursement requests and utility vendor letter.
05/21/14	16035	Chad McDonnell	8.10	\$ 2,632.50	Review of data. Work on information technology matters. Further [REDACTED].
05/21/14	20283	Craig Munro	2.80	\$ 1,834.00	Review of court documents and Monitor's Reports. [REDACTED].
05/21/14	15092	Jeffrey Rosenberg	12.50	\$ 8,875.00	Attended various meetings with management. Work on information technology matters. Review of operational matters. Work on UK operations. Follow up regarding human resources issues. Actual versus budget review. Review of correspondence. Attendance at various meetings at the company. [REDACTED]. Work on disbursement matters. Cash flow matters review.
05/21/14	14798	Gregory Watson	6.00	\$ 4,980.00	Status update on file matters. Review correspondence. Review operational matters. Review management matters.
05/22/14	15047	David Freskos	12.20	\$ 4,514.00	Work on information technology matters. Correspondence regarding the same. [REDACTED]. Follow up [REDACTED].
05/22/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
05/22/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Responded to third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same. [REDACTED].
05/22/14	17907	Simon Kirkhope	0.50	\$ 582.50	Draft report and review of correspondence.
05/22/14	14888	Pamela Luthra	8.70	\$ 5,394.00	Review of [REDACTED] and daily cash report. Responded to third party inquiries.
05/22/14	16035	Chad McDonnell	13.20	\$ 4,290.00	Further work on information technology matters. Work on data analysis and provide report details. Coordination of further analysis. Review correspondence.
05/22/14	20283	Craig Munro	2.90	\$ 1,899.50	Review of [REDACTED]. Follow up regarding [REDACTED].
05/22/14	15092	Jeffrey Rosenberg	11.70	\$ 8,307.00	Attended various meeting [REDACTED]. Work on various operational [REDACTED]. Work on [REDACTED].
05/22/14	14798	Gregory Watson	6.00	\$ 4,980.00	Discussions [REDACTED]. Review operational matters. Review [REDACTED]. Review correspondence.

05/23/14	15047	David Freskos	9.40	\$	3,478.00	Coordinate information technology related work on a remote basis. Work on information technology related matters. [REDACTED]
05/23/14	18441	Linda Kelly	0.20	\$	23.00	File administration.
05/23/14	18003	Michael Kennedy	8.30	\$	2,697.50	Responded to third party inquiries. Disbursement review with accounts payable staff. Daily reporting.
05/23/14	17907	Simon Kirkhope	0.50	\$	582.50	Draft report and review of correspondence.
05/23/14	14888	Pamela Luthra	9.90	\$	6,138.00	Review of [REDACTED] and daily cash report. Meeting with regarding [REDACTED]
05/23/14	16035	Chad McDonnell	11.30	\$	3,672.50	Finalization and follow up regarding data and information technology matters. Review of data [REDACTED]
05/23/14	20283	Craig Munro	1.30	\$	851.50	[REDACTED] exchange regarding third party collection agents. Review of cash balances.
05/23/14	15092	Jeffrey Rosenberg	12.30	\$	8,733.00	Attendance at head office. Work on various [REDACTED] [REDACTED] Review of business plan and attendance at various meetings regarding the same.
05/23/14	14798	Gregory Watson	3.00	\$	2,490.00	Review correspondence. Review business plan materials.
05/24/14	15092	Jeffrey Rosenberg	2.80	\$	1,988.00	Work on information technology matters. [REDACTED]. Work on lease repudiations [REDACTED]. Work on [REDACTED]
05/25/14	15092	Jeffrey Rosenberg	6.80	\$	4,828.00	Review of correspondence. Work on [REDACTED] Review [REDACTED]
TOTAL			250.40	\$	132,394.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 31, 2014
FTI Invoice No. 29001000
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 31, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$111,047.50
Expenses.....	<u>\$14,655.25</u>
Total Fees and Expenses.....	\$125,702.75
HST Registration No. 835718024RT0001	<u>\$6,285.14</u>
Total Amount Due this Period.....	\$131,987.89
Previous Balance Due.....	<u>\$140,685.96</u>
Total Amount Due.....	<u>\$272,673.85</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 31, 2014
FTI Invoice No. 29001000
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through May 31, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	25.0	\$20,750.00
Jeffrey Rosenberg	Managing Director	\$710.00	54.9	\$38,979.00
Craig Munro	Managing Director	\$655.00	4.2	\$2,751.00
Pamela Luthra	Senior Director	\$620.00	55.1	\$34,162.00
Michael Kennedy	Consultant	\$325.00	43.9	\$14,267.50
Ana Arevalo	Administrative Professional	\$115.00	0.7	\$80.50
Linda Kelly	Administrative Professional	\$115.00	0.5	\$57.50
Total Hours and Fees			184.3	\$111,047.50
Business Meals				\$896.81
Telephone				\$39.57
Lodging				\$4,627.47
Transportation				\$9,091.40
Total Expenses				\$14,655.25
HST Registration No. 835718024RT0001				\$6,285.14
Invoice Total for Current Period				\$131,987.89

The Cash Store
436646.0002 - May 31, 2014
Invoice #29001000

Date	TK#	Name	Hours	Amount	Narrative
05/26/14	18003	Michael Kennedy	10.20	\$ 3,315.00	Responded to third party inquiries. Disbursement reviews. Follow up with accounts payable staff regarding the same.
05/26/14	14888	Pamela Luthra	3.20	\$ 1,984.00	Coordination [REDACTED]. Review of [REDACTED]. Review of [REDACTED]. Review of [REDACTED].
05/26/14	20283	Craig Munro	0.50	\$ 327.50	Review of correspondence.
05/26/14	15092	Jeffrey Rosenberg	12.20	\$ 8,662.00	Attended management meeting conference call. Attended meeting at [REDACTED]. Work on business plan. Review of [REDACTED] and operational issues. Review of emails and correspondence. Detailed review of [REDACTED].
05/26/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review business plan materials. Review correspondence. Correspondence regarding general file updates.
05/27/14	15273	Ana Arevalo	0.40	\$ 46.00	File administration.
05/27/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
05/27/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Responded to third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same.
05/27/14	14888	Pamela Luthra	5.50	\$ 3,410.00	Review of daily reports.
05/27/14	14888	Pamela Luthra	10.90	\$ 6,758.00	Review of [REDACTED]. Review of [REDACTED]. Analysis regarding DIP continuity schedule and [REDACTED].
05/27/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of correspondence. Review business plan materials.
05/28/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
05/28/14	18003	Michael Kennedy	9.30	\$ 3,022.50	Responded to third party inquiries. Follow up calls with various vendors regarding services. Disbursement review. Follow up with accounts payable staff regarding the same.
05/28/14	14888	Pamela Luthra	14.30	\$ 8,866.00	Review of DIP facility [REDACTED]. Review of [REDACTED]. Review of [REDACTED].
05/28/14	20283	Craig Munro	1.00	\$ 655.00	Conference call regarding [REDACTED].
05/28/14	15092	Jeffrey Rosenberg	12.30	\$ 8,733.00	Attendance at head office. Work on business plan. Review budget versus actual cash flow. Work on cash flow projections. Attended various meetings. Work on operational matters.
05/28/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of outstanding items. Review correspondence. Review business plan materials.
05/29/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Responded to third party inquiries. [REDACTED] correspondence with [REDACTED] vendors regarding services. Review of disbursements. Follow up with accounts payable staff regarding the same.
05/29/14	14888	Pamela Luthra	12.10	\$ 7,502.00	Preparation of covenant analysis and [REDACTED]. Review of disbursement requests. Coordination regarding suppliers and utility service providers. Review of forecast.
05/29/14	20283	Craig Munro	2.00	\$ 1,310.00	Review of [REDACTED]. Review of third party collection agencies.
05/29/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on [REDACTED]. Review of business plan. Work [REDACTED]. Review of [REDACTED]. Attended various meetings.
05/29/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of court materials. Status updates. Attend meetings regarding court materials.
05/30/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/30/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Responded to third party inquiries. Disbursement reviews. Follow up with accounts payable staff regarding the same.
05/30/14	14888	Pamela Luthra	4.10	\$ 2,542.00	Call with [REDACTED]. Preparation of [REDACTED]. Review of disbursements requests. Reconciliation of [REDACTED]. Review of [REDACTED].
05/30/14	14888	Pamela Luthra	5.00	\$ 3,100.00	Daily reporting. Disbursement review.
05/30/14	20283	Craig Munro	0.70	\$ 458.50	Review of correspondence.
05/30/14	15092	Jeffrey Rosenberg	12.90	\$ 9,159.00	Attendance at head office. Work on [REDACTED]. Follow up regarding human resources matters. Work on court materials. Work on [REDACTED].
05/30/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review correspondence. Discussions regarding [REDACTED]. Review court materials.
05/31/14	15092	Jeffrey Rosenberg	3.80	\$ 2,698.00	Work on operational matters. Review emails and correspondence. Work on Monitor's Report. Review of business plan.
TOTAL			184.30	\$ 111,047.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 11, 2014
FTI Invoice No. 29001017
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 8, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$91,653.50
Expenses.....	<u>\$27,937.97</u>
Total Fees and Expenses.....	\$119,591.47
HST Registration No. 835718024RT0001	<u>\$5,979.57</u>
Total Amount Due this Period.....	\$125,571.04
Previous Balance Due.....	<u>\$131,987.89</u>
Total Amount Due.....	<u>\$257,558.93</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 11, 2014
FTI Invoice No. 29001017
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through June 8, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	15.0	\$12,450.00
Jeffrey Rosenberg	Managing Director	\$710.00	72.6	\$51,546.00
Craig Munro	Managing Director	\$655.00	1.1	\$720.50
Antonio Rega	Managing Director	\$530.00	2.6	\$1,378.00
Pamela Luthra	Senior Director	\$620.00	31.3	\$19,406.00
David Freskos	Director	\$370.00	6.0	\$2,220.00
Erin Litwin	Senior Consultant	\$460.00	7.7	\$3,542.00
Ana Arevalo	Administrative Professional	\$115.00	0.3	\$34.50
Linda Kelly	Administrative Professional	\$115.00	3.1	\$356.50
Total Hours and Fees			139.7	\$91,653.50
Business Meals				\$1,828.60
Miscellaneous				\$323.34
Lodging				\$7,968.24
Transportation				\$17,817.79
Total Expenses				\$27,937.97
HST Registration No. 835718024RT0001				\$5,979.57
Invoice Total for Current Period				\$125,571.04

The Cash Store
436646.0002 - June 8, 2014
Invoice #29001017

Date	TK#	Name	Hours	Amount	Narrative
05/19/14	11136	Antonio Rega	1.20	\$ 636.00	Prepared methodology, [REDACTED]
05/21/14	11136	Antonio Rega	1.40	\$ 742.00	Obtain status update and review collections summary [REDACTED]
05/27/14	15047	David Freskos	2.40	\$ 888.00	Work on information technology matters. Review of the same.
06/01/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
06/01/14	15092	Jeffrey Rosenberg	1.30	\$ 923.00	Work on cash flow projections. Reviewed disbursements. Review of emails.
06/02/14	15047	David Freskos	3.60	\$ 1,332.00	Work on and review information technology matters. Review of data.
06/02/14	18126	Erin Litwin	1.20	\$ 552.00	Responded to third party inquiries. Drafted various [REDACTED]
06/02/14	14888	Pamela Luthra	9.20	\$ 5,704.00	Review of disbursement requests. Review of [REDACTED] Review of third party lenders [REDACTED]. Correspondence regarding vendor [REDACTED]
06/02/14	20283	Craig Munro	1.10	\$ 720.50	Reviewed emails and court materials.
06/02/14	15092	Jeffrey Rosenberg	14.20	\$ 10,082.00	Review of business plan. Work on human resources matters. Work on information technology matters. Review of historical information. Work on [REDACTED] matters. Review disbursements. Attended meetings with management. Review of [REDACTED] reports. Follow up on operational issues.
06/02/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review business plan. Review correspondence. Correspondence regarding [REDACTED]
06/03/14	18441	Linda Kelly	0.60	\$ 69.00	File administration.
06/03/14	18126	Erin Litwin	1.80	\$ 828.00	Compile contacts [REDACTED]. Responded to third party inquiries.
06/03/14	14888	Pamela Luthra	4.50	\$ 2,790.00	Correspondence regarding [REDACTED] agreements. Review of disbursement requests. Multiple calls with suppliers. Review of actual versus budget cash flow results. Review of [REDACTED]. Call with human resources [REDACTED]
06/03/14	15092	Jeffrey Rosenberg	13.30	\$ 9,443.00	Work on marketing matters. Reviewed actual versus budget analysis. Work on [REDACTED] matters. Work on operational matters. Compiled analysis on [REDACTED] product matters. Work on [REDACTED] matters. Disbursement reviews. Cash flow projection analysis and review. Attended various meetings.
06/03/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review [REDACTED] matters. Review correspondence. Correspondence regarding [REDACTED] matters.
06/04/14	18441	Linda Kelly	2.00	\$ 230.00	File administration.
06/04/14	18126	Erin Litwin	2.20	\$ 1,012.00	Drafted various [REDACTED] letters. Responded to third party inquiries.
06/04/14	15092	Jeffrey Rosenberg	15.00	\$ 10,650.00	Review of budget versus actual and cash flow projections. Work on [REDACTED] Work on operational matters. Work on human resources matters. Work on [REDACTED] matters. Attended various meetings and work on operational matters.
06/04/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review [REDACTED] matters. Review correspondence. Correspondence regarding file updates.
06/05/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
06/05/14	18126	Erin Litwin	2.10	\$ 966.00	Returned third party inquiries. Drafted various [REDACTED]
06/05/14	14888	Pamela Luthra	9.40	\$ 5,828.00	Review of disbursement requests. Reconciliation of [REDACTED] [REDACTED] Review of third party lenders [REDACTED]r. Review of vendor invoices and outstanding payables.
06/05/14	15092	Jeffrey Rosenberg	15.00	\$ 10,650.00	Disbursement review. Work on human resources matters. Attended various meetings regarding operational matters. Review of court report. Attended various meetings. Review of capital expenditure matters. Work [REDACTED] issues.
06/06/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
06/06/14	18126	Erin Litwin	0.40	\$ 184.00	Responded to third party inquiries.
06/06/14	14888	Pamela Luthra	8.20	\$ 5,084.00	Responded to third party inquiries. Review of vendor invoices. Review of [REDACTED] report. Correspondence with [REDACTED] vendors. Review of disbursement requests. Review of [REDACTED]
06/06/14	15092	Jeffrey Rosenberg	13.80	\$ 9,798.00	Attendance at head office. Work on court report and human resources matters. Attended meetings [REDACTED]
TOTAL			139.70	\$ 91,653.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 18, 2014
FTI Invoice No. 29001022
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 15, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$86,286.50
Expenses.....	<u>\$12,762.72</u>
Total Fees and Expenses.....	\$99,049.22
HST Registration No. 835718024RT0001	<u>\$4,952.46</u>
Total Amount Due this Period.....	\$104,001.68
Previous Balance Due.....	<u>\$125,571.04</u>
Total Amount Due.....	<u>\$229,572.72</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 18, 2014
FTI Invoice No. 29001022
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through June 15, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	20.0	\$16,600.00
Jeffrey Rosenberg	Managing Director	\$710.00	62.3	\$44,233.00
Jodi Porepa	Managing Director	\$655.00	1.2	\$786.00
Pamela Luthra	Senior Director	\$620.00	20.0	\$12,400.00
Michael Kennedy	Consultant	\$325.00	36.5	\$11,862.50
Jesse Beamish	Intern	\$175.00	1.0	\$175.00
Ana Arevalo	Administrative Professional	\$115.00	0.8	\$92.00
Linda Kelly	Administrative Professional	\$115.00	1.2	\$138.00
Total Hours and Fees			143.0	\$86,286.50
Business Meals				\$526.82
Telephone				\$49.33
Lodging				\$3,432.12
Transportation				\$8,754.45
Total Expenses				\$12,762.72
HST Registration No. 835718024RT0001				\$4,952.46
Invoice Total for Current Period				\$104,001.68

The Cash Store
436646.0002 - June 15, 2014
Invoice #29001022

Date	TK#	Name	Hours	Amount	Narrative
06/09/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
06/09/14	14888	Pamela Luthra	8.80	\$ 5,456.00	Review of [REDACTED] reconciliation. Review of [REDACTED] transfer request and follow up regarding [REDACTED]. Responded to third party inquiries.
06/09/14	15092	Jeffrey Rosenberg	5.70	\$ 4,047.00	Review of disbursements. Review of budget versus actual analysis. Review of historical financial information. Review of third party lenders [REDACTED]. Work on operational matters. Work on [REDACTED]. Follow up on [REDACTED].
06/09/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review third party lender materials. Review preference matters. Correspondence regarding the same.
06/10/14	15273	Ana Arevalo	0.40	\$ 46.00	File administration.
06/10/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
06/10/14	18003	Michael Kennedy	9.20	\$ 2,990.00	Responded to third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same. [REDACTED] letter drafts and review.
06/10/14	15092	Jeffrey Rosenberg	15.00	\$ 10,650.00	Work on budget versus actual analysis. Review of disbursements. Work with respect to [REDACTED]. Review of [REDACTED]. Work on court documentation. Work on [REDACTED]. Review of [REDACTED]. Review supplier issues. Work on [REDACTED]. Work on human resources issues.
06/11/14	15273	Ana Arevalo	0.40	\$ 46.00	File administration.
06/11/14	20823	Jesse Beamish	1.00	\$ 175.00	File administration.
06/11/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Disbursement review. Follow up with accounts payable staff regarding the same. [REDACTED]. Work on [REDACTED] matters. Responded to third party inquiries.
06/11/14	14888	Pamela Luthra	8.90	\$ 5,518.00	Review of third party lenders summary. Review of [REDACTED] transfer. Compilation of actual versus budget reporting.
06/11/14	15092	Jeffrey Rosenberg	14.20	\$ 10,082.00	Review of disbursements. Review of court documents. Work with respect to [REDACTED]. Work on [REDACTED] matters. Work on operational matters. Review of budget versus actual cash flow. Cash flow projection analysis. Supplier matters and meetings regarding the same.
06/11/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of court materials. Review [REDACTED] matters. Review correspondence.
06/12/14	18003	Michael Kennedy	10.10	\$ 3,282.50	Meeting with various vendors [REDACTED]. Responded to third party inquiries. Disbursement review and follow up with accounts payable staff.
06/12/14	15092	Jeffrey Rosenberg	15.00	\$ 10,650.00	Work on Title Store wind up. Work on court report. Disbursement review. Work on [REDACTED]. Work on human resources issues.
06/12/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review correspondence. Review court materials. Review [REDACTED].
06/13/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
06/13/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Responded to various third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same. Conference call regarding vendor issues.
06/13/14	15532	Jodi Porepa	1.20	\$ 786.00	Status update discussion.
06/13/14	15092	Jeffrey Rosenberg	6.30	\$ 4,473.00	Attend management presentation meetings. Work on operating [REDACTED]. Disbursement reviews. Review of third party [REDACTED]. Work with respect to court report.
06/13/14	14798	Gregory Watson	5.00	\$ 4,150.00	Update on management presentation meetings and correspondence regarding the same.
06/14/14	14888	Pamela Luthra	2.30	\$ 1,426.00	Compilation of actual versus budget reporting.
06/14/14	15092	Jeffrey Rosenberg	1.80	\$ 1,278.00	Review [REDACTED]. Work with respect to Title Store. Review of correspondence.
06/15/14	15092	Jeffrey Rosenberg	4.30	\$ 3,053.00	Work with respect to court report. Review of [REDACTED]. Disbursement review. Review of court materials. Work with respect to preference review.
TOTAL			143.00	\$ 86,286.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 26, 2014
FTI Invoice No. 29001031
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 22, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$113,793.50
Expenses.....	<u>\$12,243.37</u>
Total Fees and Expenses.....	\$126,036.87
HST Registration No. 835718024RT0001	<u>\$6,301.84</u>
Total Amount Due this Period.....	\$132,338.71
Total Amount Due.....	<u><u>\$132,338.71</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FPI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 26, 2014
FTI Invoice No. 29001031
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through June 22, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	19.0	\$15,770.00
Jeffrey Rosenberg	Managing Director	\$710.00	74.7	\$53,037.00
Jodi Porepa	Managing Director	\$655.00	46.5	\$30,457.50
Michael Kennedy	Consultant	\$325.00	43.6	\$14,170.00
Jesse Beamish	Intern	\$175.00	1.0	\$175.00
Ana Arevalo	Administrative Professional	\$115.00	0.8	\$92.00
Linda Kelly	Administrative Professional	\$115.00	0.8	\$92.00
Total Hours and Fees			186.4	\$113,793.50
Business Meals				\$911.92
Lodging				\$3,252.59
Other/Miscellaneous				\$810.00
Transportation				\$7,268.86
Total Expenses				\$12,243.37
HST Registration No. 835718024RT0001				\$6,301.84
Invoice Total for Current Period				\$132,338.71

The Cash Store
436646.0002 - June 22, 2014
Invoice #29001031

Date	TK#	Name	Hours	Amount	Narrative
06/16/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
06/16/14	18003	Michael Kennedy	8.90	\$ 2,892.50	Responded to third party inquiries. Disbursement review and follow up with accounts payable staff. Drafted various vendor [REDACTED]
06/16/14	15532	Jodi Porepa	3.50	\$ 2,292.50	Review emails. [REDACTED]. Status update meeting. Discussions with company. Respond to inquiries.
06/16/14	15092	Jeffrey Rosenberg	14.20	\$ 10,082.00	Disbursement reviews. Work on [REDACTED]. Work on preference review. Review of operational matters. Work on marketing matters. [REDACTED]
06/16/14	14798	Gregory Watson	7.00	\$ 5,810.00	Attendance at court and management presentations. Review correspondence.
06/17/14	15273	Ana Arevalo	0.40	\$ 46.00	File administration.
06/17/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
06/17/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Responded to third party inquiries. Review of disbursements. Follow up with accounts payable staff regarding the same. Drafted various [REDACTED] certain suppliers.
06/17/14	15532	Jodi Porepa	7.50	\$ 4,912.50	Review emails. Review court reports. Review financial statements. Review daily information. [REDACTED]
06/17/14	15092	Jeffrey Rosenberg	13.90	\$ 9,869.00	Attended company management meeting. Work on preference review. Review [REDACTED] issue. Disbursement reviews. Review of [REDACTED] issue. Review of court materials. Attendance at various meetings.
06/17/14	14798	Gregory Watson	2.00	\$ 1,660.00	Update on management presentations. Update on preference materials. Review correspondence.
06/18/14	15273	Ana Arevalo	0.40	\$ 46.00	File administration.
06/18/14	20823	Jesse Beamish	1.00	\$ 175.00	File administration.
06/18/14	18003	Michael Kennedy	8.90	\$ 2,892.50	Responded to third party inquiries. Draft [REDACTED] vendor letters. Review of court documentation. Disbursement reviews. Follow up with accounts payable staff regarding the same.
06/18/14	15532	Jodi Porepa	6.70	\$ 4,388.50	Daily reporting. Review of emails. Discussions with employees and management. Status update. Work on human resources matters. Work on operational matters. Review of disbursements. Attended various meetings. Work on marketing matters.
06/18/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Review of actual versus budget cash flow. Review of revised cash flow projections. Work on [REDACTED] and review of various old files and correspondence.
06/19/14	18003	Michael Kennedy	8.60	\$ 2,795.00	Responded to third party inquiries. Follow up with various vendors regarding supplier issues. Disbursement review. Follow up with accounts payable staff regarding the same.
06/19/14	15532	Jodi Porepa	10.10	\$ 6,615.50	Discussions with management. Review [REDACTED]. Review daily reporting. Review budget versus actual analysis. Work on [REDACTED]. Work on human resources matters. Work on operational matters. Work on [REDACTED]. Follow up on [REDACTED]
06/19/14	15092	Jeffrey Rosenberg	13.80	\$ 9,798.00	Disbursement review. Review of [REDACTED] matters. Work on marketing matters. Attended calls and meetings regarding the same. Review of disbursements.
06/19/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review of correspondence. Correspondence regarding preference review.
06/20/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Disbursement review. Follow up with accounts payable staff regarding the same. Follow up with suppliers regarding specific issues. Responded to third party inquiries.
06/20/14	15532	Jodi Porepa	7.90	\$ 5,174.50	Review court reports. Review model. Review of information provided. Discussions with company. Follow up on weekly reports. Follow up on reconciling items. Follow up on transfers at under value [REDACTED]
06/20/14	15092	Jeffrey Rosenberg	12.10	\$ 8,591.00	[REDACTED] Work on human resources matters. Review of branch issues. Work on vendor matters. Review of data room matters. Disbursement review. Work on operational matters.
06/20/14	14798	Gregory Watson	8.00	\$ 6,640.00	Attendance at meeting [REDACTED]. Correspondence regarding the same.
06/21/14	15532	Jodi Porepa	7.30	\$ 4,781.50	Updating weekly reporting model. Respond to inquiries.
06/21/14	15092	Jeffrey Rosenberg	1.20	\$ 852.00	Review of emails and correspondence.
06/22/14	15532	Jodi Porepa	3.50	\$ 2,292.50	Transfers at under value and preferences review. Review of court reports and model.
06/22/14	15092	Jeffrey Rosenberg	5.80	\$ 4,118.00	Review of [REDACTED] issues. Disbursement review. Review of [REDACTED] Review of [REDACTED]
TOTAL			186.40	\$ 113,793.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 30, 2014
FTI Invoice No. 29001036
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 30, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$92,362.50
Expenses.....	<u>\$55.60</u>
Total Fees and Expenses.....	\$92,418.10
HST Registration No. 835718024RT0001	<u>\$4,620.91</u>
Total Amount Due this Period.....	\$97,039.01
Previous Balance Due.....	<u>\$132,338.71</u>
Total Amount Due.....	<u>\$229,377.72</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 30, 2014
FTI Invoice No. 29001036
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through June 30, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	7.0	\$5,810.00
Jeffrey Rosenberg	Managing Director	\$710.00	62.4	\$44,304.00
Jodi Porepa	Managing Director	\$655.00	41.5	\$27,182.50
Michael Kennedy	Consultant	\$325.00	45.1	\$14,657.50
Bryan Lee	Consultant	\$295.00	0.8	\$236.00
Ana Arevalo	Administrative Professional	\$115.00	0.8	\$92.00
Linda Kelly	Administrative Professional	\$115.00	0.7	\$80.50
Total Hours and Fees			158.3	\$92,362.50
Other/Miscellaneous				\$55.60
Total Expenses				\$55.60
HST Registration No. 835718024RT0001				\$4,620.91
Invoice Total for Current Period				\$97,039.01

The Cash Store
436646.0002 - June 30, 2014
Invoice #29001036

Date	TK#	Name	Hours	Amount	Narrative
06/23/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
06/23/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Responded to third party inquiries. Drafted various vendor letters. Follow up with vendors [REDACTED]. Disbursements review. Follow up with accounts payable staff regarding the same.
06/23/14	15532	Jodi Porepa	9.10	\$ 5,960.50	Daily Reporting. Weekly reporting. [REDACTED] Review of cash flow forecast. [REDACTED] Review of disbursements.
06/23/14	15092	Jeffrey Rosenberg	14.10	\$ 10,011.00	Work on operational matters. Work on human resources matters. Attended various meetings. Work on preference matters. Work on supplier issues. [REDACTED]. Work on supplier matters. Work on information technology matters. Work on vendor related matters.
06/24/14	15273	Ana Arevalo	0.40	\$ 46.00	File administration.
06/24/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Responded to third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same. Drafted [REDACTED]. Follow up with vendors [REDACTED].
06/24/14	15532	Jodi Porepa	8.50	\$ 5,567.50	Discussions with management. Review daily reports. Follow up on specific items. [REDACTED] review and correspondence. Review of disbursements. Work on operational matters. Attendance at management presentations. Work on information technology matters. Work on [REDACTED] matters. Review of [REDACTED]. Work on [REDACTED] requests. Work with respect to suppliers. Review of budget versus actual results.
06/24/14	15092	Jeffrey Rosenberg	15.00	\$ 10,650.00	
06/25/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
06/25/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Various reporting, responded to third party inquiries, and disbursement review.
06/25/14	15532	Jodi Porepa	7.60	\$ 4,978.00	Daily report monitoring. Preference review. Follow up with the company.
06/25/14	15092	Jeffrey Rosenberg	8.10	\$ 5,751.00	Review of budget versus actual analysis and cash flow projections. Disbursement reviews. Work with respect to [REDACTED]. Review of lease matters and [REDACTED]. Review of [REDACTED] matters.
06/25/14	15092	Jeffrey Rosenberg	1.80	\$ 1,278.00	Review of correspondence [REDACTED]
06/26/14	15273	Ana Arevalo	0.40	\$ 46.00	File administration.
06/26/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Various reporting, responded to third party inquiries, and disbursement review. Review of leases.
06/26/14	19951	Bryan Lee	0.80	\$ 236.00	[REDACTED]
06/26/14	15532	Jodi Porepa	7.60	\$ 4,978.00	Preference review. Status update. [REDACTED] report activities. Discussions with [REDACTED]. Review of additional information provided.
06/26/14	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Work on human resources matters. Review of disbursements. Conference call with [REDACTED]. Work on [REDACTED] matters. Conference call with [REDACTED] regarding various issues. Review of third party lender matters.
06/27/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Various reporting. Responded to third party inquiries. Disbursement review.
06/27/14	15532	Jodi Porepa	7.80	\$ 5,109.00	[REDACTED] Identify and track specific transactions. Follow up with management. Daily monitoring. Follow up on outstanding items. Status update. Review of [REDACTED]. Work on human resources matters.
06/27/14	15092	Jeffrey Rosenberg	7.40	\$ 5,254.00	Work on [REDACTED] matters. Review of specific leases. Disbursement reviews. Work on information technology matters. Work on [REDACTED]. Various creditor matters.
06/27/14	14798	Gregory Watson	7.00	\$ 5,810.00	Attendance at meeting [REDACTED]. Review of correspondence.
06/28/14	15092	Jeffrey Rosenberg	2.90	\$ 2,059.00	Work on operational matters. Review of emails and correspondence. Work on human resources matters.
06/29/14	15532	Jodi Porepa	0.90	\$ 589.50	Follow up on reviewable [REDACTED]
06/30/14	18003	Michael Kennedy	2.00	\$ 650.00	Variance analysis reporting and responded to third party inquiries.
06/30/14	15092	Jeffrey Rosenberg	4.80	\$ 3,408.00	Work on [REDACTED]. Conference calls with McCarthy and Goodmans. Review budget versus actual results. Calls regarding operational issues. Work on human resources matters. Review of disbursements. Review of emails and correspondence.
TOTAL			158.30	\$ 92,362.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 9, 2014
FTI Invoice No. 29001058
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 6, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$55,269.00
Expenses.....	<u>\$18,062.23</u>
Total Fees and Expenses.....	\$73,331.23
HST Registration No. 835718024RT0001	<u>\$3,666.56</u>
Total Amount Due this Period.....	\$76,997.79
Previous Balance Due.....	<u>\$229,377.72</u>
Total Amount Due.....	<u><u>\$306,375.51</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 9, 2014
FTI Invoice No. 29001058
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 6, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	15.0	\$12,450.00
Jeffrey Rosenberg	Managing Director	\$710.00	45.2	\$32,092.00
Michael Kennedy	Consultant	\$325.00	32.9	\$10,692.50
Ana Arevalo	Administrative Professional	\$115.00	0.3	\$34.50
Total Hours and Fees			93.4	\$55,269.00
Business Meals				\$1,301.10
Lodging				\$4,150.79
Other/Miscellaneous				\$68.20
Transportation				\$12,542.14
Total Expenses				\$18,062.23
HST Registration No. 835718024RT0001				\$3,666.56
Invoice Total for Current Period				\$76,997.79

The Cash Store
436646.0002 - July 6, 2014
Invoice #29001058

Date	TK#	Name	Hours	Amount	Narrative
07/01/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/01/14	18003	Michael Kennedy	5.00	\$ 1,625.00	Responded to third party inquiries. Drafted multiple [REDACTED]
07/01/14	15092	Jeffrey Rosenberg	1.70	\$ 1,207.00	Work on budget versus actual and cash flow projection [REDACTED]
07/02/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Responded to third party inquiries. Daily reporting. Disbursement reviews. Follow up with accounts payable staff regarding the same.
07/02/14	15092	Jeffrey Rosenberg	14.30	\$ 10,153.00	Review of budget versus actual analysis. Work on revised cash flow projections. Review of supplier issues. Work on human resources matters. Review of disbursements. [REDACTED] Review of [REDACTED]
07/02/14	14798	Gregory Watson	4.00	\$ 3,320.00	Attendance at various company meetings. Status update on outstanding issues. Review correspondence.
07/03/14	18003	Michael Kennedy	8.60	\$ 2,795.00	Daily reporting. Responded to third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same.
07/03/14	15092	Jeffrey Rosenberg	14.70	\$ 10,437.00	Review of disbursements. Discussion with human resources and information technology regarding [REDACTED]. Review of [REDACTED] matters and [REDACTED] Work on operational matters. Attendance at various company meetings.
07/03/14	14798	Gregory Watson	5.00	\$ 4,150.00	General file matters and review of court materials. Review DIP funding matters.
07/04/14	18003	Michael Kennedy	10.20	\$ 3,315.00	Daily reporting. Responded to third party inquiries. Disbursement review. Follow up with accounts payable regarding the same.
07/04/14	15092	Jeffrey Rosenberg	11.30	\$ 8,023.00	Attended meetings with respect to human resources and real estate issues. Conference call with respect [REDACTED] and other various matters relating to [REDACTED]. Review of disbursements. Review of operational issues. [REDACTED]
07/04/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review correspondence. Review DIP funding matters. Discussions regarding sales process.
07/06/14	15092	Jeffrey Rosenberg	3.20	\$ 2,272.00	Attended conference calls. Work on [REDACTED] materials. Review of emails and correspondence.
TOTAL			93.40	\$ 55,269.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 15, 2014
FTI Invoice No. 29001059
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 13, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$99,248.00
Expenses.....	<u>\$14,814.51</u>
Total Fees and Expenses.....	\$114,062.51
HST Registration No. 835718024RT0001	<u>\$5,703.13</u>
Total Amount Due this Period.....	\$119,765.64
Previous Balance Due.....	<u>\$76,997.79</u>
Total Amount Due.....	<u><u>\$196,763.43</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 15, 2014
FTI Invoice No. 29001059
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 13, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	18.0	\$14,940.00
Jeffrey Rosenberg	Managing Director	\$710.00	68.6	\$48,706.00
Jodi Porepa	Managing Director	\$655.00	34.6	\$22,663.00
Michael Kennedy	Consultant	\$325.00	39.6	\$12,870.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			161.4	\$99,248.00
Business Meals				\$280.89
Lodging				\$3,114.92
Transportation				\$11,418.70
Total Expenses				\$14,814.51
HST Registration No. 835718024RT0001				\$5,703.13
Invoice Total for Current Period				\$119,765.64

The Cash Store
436646.0002 - July 13, 2014
Invoice #29001059

Date	TK#	Name	Hours	Amount	Narrative
07/07/14	18003	Michael Kennedy	4.50	\$ 1,462.50	Daily reporting. Responded to third party inquiries. Disbursement review.
07/07/14	15092	Jeffrey Rosenberg	14.30	\$ 10,153.00	Work on [REDACTED]. Review of disbursements. Review of transfers at under value [REDACTED] attend meetings at McCarthy regarding the same. Work with respect to the UK operations. Work with respect to leases. Review of marketing matters. Review of preliminary budget versus actual cash flow results.
07/07/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review of legal documents and outstanding items. Attend meetings regarding transfers at under value.
07/08/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/08/14	18003	Michael Kennedy	8.90	\$ 2,892.50	Disbursement review. Follow up with accounts payable staff regarding the same. Daily reporting. Responded to third party inquiries.
07/08/14	15532	Jodi Porepa	7.10	\$ 4,650.50	Review email correspondence. Review annual reports. Review third party lending documents.
07/08/14	15092	Jeffrey Rosenberg	13.50	\$ 9,585.00	Attended conference call regarding the UK operations. Attended management meetings. Work on marketing matters. Work on DIP matters. Work on draft actual versus budget results and analysis. Work on supplier matters. Work on various store related matters.
07/08/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review of correspondence. Review DIP funding matters. Correspondence regarding management meetings.
07/09/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/09/14	18003	Michael Kennedy	9.30	\$ 3,022.50	Disbursement review. Follow up with accounts payable staff regarding the same. Daily reporting. Responded to third party inquiries.
07/09/14	15532	Jodi Porepa	8.40	\$ 5,502.00	Preference review. Review third party lending documents. Follow up with the company. Discussions with management.
07/09/14	15092	Jeffrey Rosenberg	12.80	\$ 9,088.00	Work on [REDACTED] matters. Review of disbursements. Attended various meetings with management. Work on certain store matters. Work on budget versus actual results and revised cash flow projections. Work on human resources matters. Work on UK matters. Work on real estate matters.
07/09/14	14798	Gregory Watson	6.00	\$ 4,980.00	Attendance on calls [REDACTED]. Review [REDACTED]. Status update on outstanding matters.
07/10/14	18003	Michael Kennedy	8.70	\$ 2,827.50	Daily reporting. Responded to third party inquiries. Drafted multiple [REDACTED] letters. Disbursement reviews.
07/10/14	15532	Jodi Porepa	10.30	\$ 6,746.50	Preference review. Review third party lending documents. Follow up with the company. Discussions with management.
07/10/14	15092	Jeffrey Rosenberg	12.90	\$ 9,159.00	Work on marketing related matters. Disbursement reviews. Work on real estate summary. Work on various store issues. Review of transfers at under value and attended management meetings regarding the same. Lease review and analysis. Attended various meetings.
07/11/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Responded to third party inquiries. Daily reporting. Disbursement review. Follow up with accounts payable staff regarding the same.
07/11/14	15532	Jodi Porepa	7.50	\$ 4,912.50	Preference review. Review third party lending documents. Follow up with the company. Follow up on information provided by company [REDACTED].
07/11/14	15092	Jeffrey Rosenberg	12.40	\$ 8,804.00	Prepare for and attend conference call regarding the UK. Further work on intercompany balances. Review of disbursements. Work on human resources matters. Work on information technology matters. Attended several meetings at the company with management. Review of transfers at under value.
07/13/14	15532	Jodi Porepa	1.30	\$ 851.50	Review of various reports.
07/13/14	15092	Jeffrey Rosenberg	2.70	\$ 1,917.00	Review of correspondence. Review of [REDACTED] matters. Summarization of disbursements. Review of bondholder [REDACTED].
TOTAL			161.40	\$ 99,248.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 24, 2014
FTI Invoice No. 29001072
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 20, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$108,880.00
Expenses.....	<u>\$4,077.00</u>
Total Fees and Expenses.....	\$112,957.00
HST Registration No. 835718024RT0001	<u>\$5,647.85</u>
Total Amount Due this Period.....	\$118,604.85
Total Amount Due.....	<u>\$118,604.85</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 24, 2014
FTI Invoice No. 29001072
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 20, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	25.0	\$20,750.00
Jeffrey Rosenberg	Managing Director	\$710.00	67.8	\$48,138.00
Jodi Porepa	Managing Director	\$655.00	38.5	\$25,217.50
Michael Kennedy	Consultant	\$325.00	45.0	\$14,625.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.7	\$80.50
Total Hours and Fees			177.6	\$108,880.00
Business Meals				\$525.75
Lodging				\$822.68
Other/Miscellaneous				\$250.00
Transportation				\$2,478.57
Total Expenses				\$4,077.00
HST Registration No. 835718024RT0001				\$5,647.85
Invoice Total for Current Period				\$118,604.85

The Cash Store
436646.0002 - July 20, 2014
Invoice #29001072

Date	TK#	Name	Hours	Amount	Narrative
07/14/14	18003	Michael Kennedy	9.20	\$ 2,990.00	Drafted [REDACTED] letters. Lease reviews. Responded to third party inquiries. Daily reporting. Disbursement reviews.
07/14/14	15532	Jodi Porepa	11.20	\$ 7,336.00	Preference review. Drafting court report. Review of press releases.
07/14/14	15092	Jeffrey Rosenberg	14.60	\$ 10,366.00	Work on marketing matters. Review of disbursements. Work on human resources matters. Update call with Goodmans. Work on transfers at under value. Work on supplier [REDACTED]. Work on UK matters. Update call with McCarthy. Work on [REDACTED]
07/14/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of court documentation and outstanding items. Review creditor matters. Review human resources matters.
07/15/14	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
07/15/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
07/15/14	18003	Michael Kennedy	8.60	\$ 2,795.00	Lease review. Responded to third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same. Daily reporting.
07/15/14	15532	Jodi Porepa	9.50	\$ 6,222.50	Draft court report. Review information for [REDACTED]. Review press releases. Review legal documents.
07/15/14	15092	Jeffrey Rosenberg	13.50	\$ 9,585.00	Attend management meeting. Attend [REDACTED] supplier issues meeting. Attend human resources meeting. Work on budget versus actual and cash flow projections. Work on [REDACTED] matters. Work on various supplier issues. Work on [REDACTED] issues. Work on third party lender matters. Work on UK matters. Review of disbursements. Review of real estate issues.
07/15/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of correspondence. Update on management meetings. Correspondence regarding UK matters.
07/16/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
07/16/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Call regarding leases. Disbursement review. Daily reporting.
07/16/14	15532	Jodi Porepa	10.20	\$ 6,681.00	Discussions with management. Review of documentation. Finalize draft wording for report.
07/16/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on cash flow projections and budget versus actual. Review of disbursements. Work on human resources matters. Attend various meetings with management. Review payables matters. Work on UK matters. Work on court matters and court report. Work on [REDACTED] matters. Work on creditor queries.
07/16/14	14798	Gregory Watson	5.00	\$ 4,150.00	Attendance on multiple conference calls. Review of correspondence. Review court materials.
07/17/14	18003	Michael Kennedy	8.60	\$ 2,795.00	Responded to third party inquiries. Disbursement review. Follow up with accounts payable staff regarding the same. Daily reporting.
07/17/14	15532	Jodi Porepa	7.60	\$ 4,978.00	Discussions [REDACTED]. Review of documentation. Finalize draft wording for report.
07/17/14	15092	Jeffrey Rosenberg	14.80	\$ 10,508.00	Work on marketing matters. Disbursement review. Work on real estate matters. Work on stores with respect [REDACTED]. [REDACTED] attended various meetings regarding the same. Work on court report. Work on UK matters.
07/17/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of court materials. Update on real estate matters. Status update on outstanding items.
07/18/14	18003	Michael Kennedy	10.30	\$ 3,347.50	Daily reporting. Responded to third party inquiries. Disbursement review. Correspondence with accounts payable staff regarding the same.
07/18/14	15092	Jeffrey Rosenberg	7.60	\$ 5,396.00	Work on court report. Disbursement review. Work on [REDACTED] matters. Work on UK and human resources matters. Work with respect to realization analysis.
07/18/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review court report. Correspondence regarding [REDACTED]. Review correspondence.
07/20/14	15092	Jeffrey Rosenberg	3.60	\$ 2,556.00	Review of emails and correspondence. Work on [REDACTED] matters. Summarization of disbursements.
TOTAL			177.80	\$ 108,880.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 29, 2014
FTI Invoice No. 29001075
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 27, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$118,297.50
Expenses.....	<u>\$11,564.88</u>
Total Fees and Expenses.....	\$129,862.38
HST Registration No. 835718024RT0001	<u>\$6,493.12</u>
Total Amount Due this Period.....	\$136,355.50
Previous Balance Due.....	<u>\$219,258.38</u>
Total Amount Due.....	<u>\$355,613.88</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 29, 2014
FTI Invoice No. 29001075
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 27, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	18.0	\$14,940.00
Jeffrey Rosenberg	Managing Director	\$710.00	73.9	\$52,469.00
Jodi Porepa	Managing Director	\$655.00	51.0	\$33,405.00
Michael Kennedy	Consultant	\$325.00	53.3	\$17,322.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.8	\$92.00
Total Hours and Fees			197.6	\$118,297.50
Business Meals				\$1,319.74
Telephone				\$9.48
Lodging				\$3,192.10
Other/Miscellaneous				\$152.80
Transportation				\$6,890.76
Total Expenses				\$11,564.88
HST Registration No. 835718024RT0001				\$6,493.12
Invoice Total for Current Period				\$136,355.50

The Cash Store
436646.0002 - July 27, 2014
Invoice #29001075

Date	TK#	Name	Hours	Amount	Narrative
07/21/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
07/21/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Daily reporting. Disbursement review. Correspondence with [REDACTED]
07/21/14	18003	Michael Kennedy	5.00	\$ 1,625.00	Responded to third party inquiries.
07/21/14	15532	Jodi Porepa	9.50	\$ 6,222.50	Review final court documents. Review transfers at under value [REDACTED] Follow up with [REDACTED]
07/21/14	15092	Jeffrey Rosenberg	14.10	\$ 10,011.00	Review of correspondence and emails. Work on human resources matters. Attended management meetings regarding operations and human resources matters. Review of marketing matters. Work on transfers at under value matters. Work on third party lenders summary [REDACTED]
07/21/14	14798	Gregory Watson	4.00	\$ 3,320.00	Update on third party lender matters. Update [REDACTED] and transfers at under value matters. Review correspondence.
07/22/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/22/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
07/22/14	18003	Michael Kennedy	8.90	\$ 2,892.50	Drafted multiple vendor letters. Responded to third party inquiries. Disbursement review. Daily reporting.
07/22/14	15532	Jodi Porepa	10.00	\$ 6,550.00	Review information provided by management. Discussions with [REDACTED] Review transfers at under value documents.
07/22/14	15092	Jeffrey Rosenberg	12.80	\$ 9,088.00	Attended company management meeting. Work on human resources matters. Review budget versus actual and cash flow projections. Work on marketing matters. Disbursement review. Work with respect to creditor calls.
07/22/14	14798	Gregory Watson	6.00	\$ 4,980.00	Update on management meetings. [REDACTED]
07/23/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/23/14	18003	Michael Kennedy	8.80	\$ 2,860.00	Responded to third party inquiries. Disbursement review. Correspondence with accounts payable staff regarding the same. Daily reporting.
07/23/14	15532	Jodi Porepa	8.40	\$ 5,502.00	Review information provided by management. Discussions with management. Review transfers at under value documents.
07/23/14	15092	Jeffrey Rosenberg	12.30	\$ 8,733.00	Work on sale matters. Work on UK matters. Call with [REDACTED] [REDACTED] Worker on information request [REDACTED] Attend conference call regarding sale process. Review of human resources matters. Work [REDACTED] matters. Work on lease matters.
07/23/14	14798	Gregory Watson	4.00	\$ 3,320.00	Status update on sales process. Discussions in respect of same. Update on [REDACTED] issues.
07/24/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
07/24/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Daily reporting. Disbursement review. Drafted multiple [REDACTED] Review of leases. Daily reporting.
07/24/14	15532	Jodi Porepa	11.50	\$ 7,532.50	Discussions with management. Review transfers at under value documents. Draft process for report.
07/24/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on transfers at under value matters. [REDACTED] [REDACTED] respect to the sales process. Returned bondholder and creditor calls. Review of disbursements. Work on [REDACTED] human resources matters.
07/24/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of correspondence. Update on preferences and transfers at under value. Update on creditor matters.
07/25/14	18003	Michael Kennedy	5.00	\$ 1,625.00	Responded to third party inquiries. Daily reporting.
07/25/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Responded to third party inquiries. Daily reporting. Drafted [REDACTED] [REDACTED]. Daily reporting. Disbursement reviews.
07/25/14	15532	Jodi Porepa	7.10	\$ 4,650.50	Review of documentation provided by management.
07/25/14	15092	Jeffrey Rosenberg	8.60	\$ 6,106.00	Work on [REDACTED] Work on wind down budget. Disbursement reviews. Work on information request [REDACTED] Review of human resources matters. Work on information technology matters. Work with respect to [REDACTED]
07/26/14	15092	Jeffrey Rosenberg	4.60	\$ 3,266.00	Work on competition analysis. Attended conference calls regarding the same. Review of correspondence. Work on human resources matters.
07/27/14	15532	Jodi Porepa	4.50	\$ 2,947.50	Review of documentation provided by management.
07/27/14	15092	Jeffrey Rosenberg	7.80	\$ 5,538.00	Work on competition analysis. Review of emails and correspondence.
TOTAL			197.60	\$ 118,297.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 31, 2014
FTI Invoice No. 29001080
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$93,724.00
Expenses.....	<u>\$4,159.22</u>
Total Fees and Expenses.....	\$97,883.22
HST Registration No. 835718024RT0001	<u>\$4,894.16</u>
Total Amount Due this Period.....	\$102,777.38
Previous Balance Due.....	<u>\$355,613.88</u>
Total Amount Due.....	<u><u>\$458,391.26</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 31, 2014
FTI Invoice No. 29001080
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	17.0	\$14,110.00
Jeffrey Rosenberg	Managing Director	\$710.00	50.5	\$35,855.00
Jodi Porepa	Managing Director	\$655.00	45.6	\$29,868.00
David Freskos	Director	\$370.00	1.1	\$407.00
Michael Kennedy	Consultant	\$325.00	41.1	\$13,357.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.5	\$57.50
Total Hours and Fees			156.4	\$93,724.00
Business Meals				\$132.96
Lodging				\$809.05
Transportation				\$3,217.21
Total Expenses				\$4,159.22
HST Registration No. 835718024RT0001				\$4,894.16
Invoice Total for Current Period				\$102,777.38

The Cash Store
436646.0002 - July 31, 2014
Invoice #29001080

Date	TK#	Name	Hours	Amount	Narrative
07/18/14	15532	Jodi Porepa	7.20	\$ 4,716.00	Discussions with management. Review of documentation. Finalize draft wording for report.
07/23/14	15047	David Freskos	1.10	\$ 407.00	Coordination of information [REDACTED]
07/28/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
07/28/14	18003	Michael Kennedy	13.80	\$ 4,485.00	Disbursement review. Daily reporting. Correspondence with accounts payable staff regarding the same. Responded to third party inquiries. Review of contracts and leases.
07/28/14	15532	Jodi Porepa	8.20	\$ 5,371.00	Review documentation. Draft summary. Discussions [REDACTED]
07/28/14	15092	Jeffrey Rosenberg	12.50	\$ 8,875.00	Work on human resources matters. Work on information technology matters. Work on cash flow matters. Attended various meetings [REDACTED]. Work on supplier matters. Review of [REDACTED]
07/28/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of correspondence. Update on management meetings. Update on [REDACTED] meetings.
07/29/14	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
07/29/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
07/29/14	18003	Michael Kennedy	8.90	\$ 2,892.50	Responded to third party inquiries. Disbursement review. Daily reporting. Drafted [REDACTED]
07/29/14	15532	Jodi Porepa	10.00	\$ 6,550.00	Review documentation. Draft summary. Discussions [REDACTED]
07/29/14	15092	Jeffrey Rosenberg	12.30	\$ 8,733.00	Work on budget versus actual and cash flow projections. Work on transfers at under value. Work on supplier matters. Attend various meetings [REDACTED]
07/29/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review of correspondence. Update on preferences and transfers at under value matters.
07/30/14	18003	Michael Kennedy	9.30	\$ 3,022.50	Responded to third party inquiries. Disbursement review. Correspondence with accounts payable staff regarding the same. Daily reporting.
07/30/14	15532	Jodi Porepa	9.60	\$ 6,288.00	Review [REDACTED] Discussions with [REDACTED]. Discussions with management.
07/30/14	15092	Jeffrey Rosenberg	12.60	\$ 8,946.00	Work on budget versus actual and cash flow forecast. Work on short term daily forecast. Review of disbursements. Work on real estate matters. Work on human resources matters. Attend various meetings. Work on information technology matters [REDACTED]. Conference call with [REDACTED]. Work with respect to [REDACTED] marketing matters.
07/30/14	14798	Gregory Watson	6.00	\$ 4,980.00	Update on sales process. Status update on outstanding matters. Review [REDACTED] funding materials.
07/31/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Returned third party inquiries. Disbursement review and reconciliation. Drafted vendor letters. Daily reporting.
07/31/14	15532	Jodi Porepa	10.60	\$ 6,943.00	Review documentation. Draft summary. Discussions [REDACTED]
07/31/14	15092	Jeffrey Rosenberg	13.10	\$ 9,301.00	Work on summary for [REDACTED]. Review of [REDACTED]. Work on Title Store issues. Work on human resources issues. Attend several meetings. Review information and send information to McCarthy. Work on real estate matters. Review of disbursements. Work on [REDACTED] matters.
07/31/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review legal documents. Review correspondence.
TOTAL			156.40	\$ 93,724.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 13, 2014
FTI Invoice No. 29001099
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 10, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$93,555.50
Expenses.....	<u>\$37,756.08</u>
Total Fees and Expenses.....	\$131,311.58
HST Registration No. 835718024RT0001	<u>\$6,565.58</u>
Total Amount Due this Period.....	\$137,877.16
Previous Balance Due.....	<u>\$100,653.53</u>
Total Amount Due.....	<u><u>\$238,530.69</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 13, 2014
FTI Invoice No. 29001099
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through August 10, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	20.0	\$16,600.00
Jeffrey Rosenberg	Managing Director	\$710.00	49.3	\$35,003.00
Jodi Porepa	Managing Director	\$655.00	38.6	\$25,283.00
David Freskos	Director	\$370.00	1.2	\$444.00
Michael Kennedy	Consultant	\$325.00	49.5	\$16,087.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			159.8	\$93,555.50
Business Meals				\$3,598.92
Telephone				\$9.48
Lodging				\$10,201.42
Other/Miscellaneous				\$64.77
Transportation				\$23,881.49
Total Expenses				\$37,756.08
HST Registration No. 835718024RT0001				\$6,565.58
Invoice Total for Current Period				\$137,877.16

The Cash Store
436646.0002 - August 10, 2014
Invoice #29001099

Date	TK#	Name	Hours	Amount	Narrative
07/30/14	15047	David Freskos	1.20	\$ 444.00	information technology report.
08/01/14	15092	Jeffrey Rosenberg	8.10	\$ 5,751.00	Review of disbursements. Work on matters. Compiled information for sales process. Work on human resources matters. Attended several conference calls regarding sales process.
08/01/14	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
08/01/14	15532	Jodi Porepa	6.90	\$ 4,519.50	Review documentation. Draft summary. Status update on other on-going monitoring activities.
08/01/14	18003	Michael Kennedy	10.40	\$ 3,380.00	Returned third party inquiries. Disbursement review. Daily reporting. Correspondence with accounts payable staff regarding the same.
08/02/14	15092	Jeffrey Rosenberg	4.70	\$ 3,337.00	Work on matters. Review of correspondence. Attended several conference calls. Prepared information for.
08/04/14	15092	Jeffrey Rosenberg	5.20	\$ 3,692.00	Review of correspondence. Review revised Work on budget versus actual and cash flow analysis.
08/04/14	18003	Michael Kennedy	4.00	\$ 1,300.00	Responded to third party inquiries. Daily reporting.
08/05/14	14798	Gregory Watson	5.00	\$ 4,150.00	General file updates. Review of correspondence. Update on matters.
08/05/14	15532	Jodi Porepa	7.00	\$ 4,585.00	Draft summary. Discussions with management.
08/05/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Daily reporting. Disbursement reviews. Correspondence with accounts payable staff regarding the same. Responded to third party inquiries.
08/05/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
08/06/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of outstanding items. Update call. Review DIP funding materials.
08/06/14	15092	Jeffrey Rosenberg	12.60	\$ 8,946.00	Work on budget versus actual analysis and short term daily forecast. Disbursements review. Work on real estate matters. Work on supplier matters and conference calls regarding the same. Review of human resources matters. Attended various meetings. Work with respect to new DIP financing. Work on marketing matters.
08/06/14	15532	Jodi Porepa	8.40	\$ 5,502.00	Review legal documents. Review draft report. Review.
08/06/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Disbursement reviews. Daily reporting.
08/07/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of court materials. Review correspondence.
08/07/14	15092	Jeffrey Rosenberg	14.40	\$ 10,224.00	Review of disbursements. Work on human resources matters. Attended various meetings regarding the same. Review of operational matters. Work on matters. Work on court matters. Work on supplier. Review correspondence.
08/07/14	15532	Jodi Porepa	8.70	\$ 5,698.50	Review internal control documentation. Review additional.
08/07/14	18003	Michael Kennedy	8.70	\$ 2,827.50	Daily reporting. Disbursement reviews. Responded to third party inquiries. Review of leases.
08/07/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
08/08/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review matters. Update third party lenders.
08/08/14	15092	Jeffrey Rosenberg	4.30	\$ 3,053.00	Work on matters. Review of disbursements. Work on matters and call regarding the same. Work on supplier issues.
08/08/14	15532	Jodi Porepa	7.60	\$ 4,978.00	Review information support. Conference call to discuss status. Follow up on call. Preparation and review for call.
08/08/14	18003	Michael Kennedy	9.60	\$ 3,120.00	Responded to third party inquiries. Daily reporting. Disbursement reviews. Correspondence with accounts payable staff regarding the same. Lease analysis.
TOTAL			159.80	\$ 93,555.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 20, 2014
FTI Invoice No. 29001102
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 17, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$74,395.00
Expenses.....	\$1,478.11
Total Fees and Expenses.....	\$75,873.11
HST Registration No. 835718024RT0001	\$3,793.66
Total Amount Due this Period.....	\$79,666.77
Total Amount Due.....	<u>\$79,666.77</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FFI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 20, 2014
FTI Invoice No. 29001102
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through August 17, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	10.0	\$8,300.00
Jeffrey Rosenberg	Managing Director	\$710.00	29.0	\$20,590.00
Jodi Porepa	Managing Director	\$655.00	45.7	\$29,933.50
Michael Kennedy	Consultant	\$325.00	47.7	\$15,502.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			133.0	\$74,395.00
Business Meals				\$179.61
Transportation				\$1,298.50
Total Expenses				\$1,478.11
HST Registration No. 835718024RT0001				\$3,793.66
Invoice Total for Current Period				\$79,666.77

The Cash Store
436646.0002 - August 17, 2014
Invoice #29001102

Date	TK#	Name	Hours	Amount	Narrative
08/11/14	18003	Michael Kennedy	13.50	\$ 4,387.50	Daily reporting. Disbursement reviews. Correspondence with accounts payable staff regarding the same. Responded to third party inquiries.
08/11/14	15532	Jodi Porepa	9.90	\$ 6,484.50	Draft facts. Review of correspondence. Review company related information and financials. Correspondence with the company regarding the same.
08/11/14	15092	Jeffrey Rosenberg	5.10	\$ 3,621.00	Attended conference calls regarding appeal and specific [REDACTED]. Review of disbursements. Work on information for the third party lenders [REDACTED]. Work on [REDACTED] matters. Review budget versus actual analysis.
08/11/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review correspondence. Update on third party lenders.
08/12/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/12/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Disbursement review. Daily reporting. Returned third party inquiries. Follow up regarding leases.
08/12/14	15532	Jodi Porepa	10.40	\$ 6,812.00	Review email communication. Update draft analysis. Discussions with management.
08/12/14	15092	Jeffrey Rosenberg	4.70	\$ 3,337.00	Review of disbursements. Work on information [REDACTED]. Attendance on calls regarding operational matters. Various calls with suppliers.
08/12/14	14798	Gregory Watson	2.00	\$ 1,660.00	Update on third party lenders and correspondence regarding the same.
08/13/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/13/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Daily reporting. Disbursement reviews. Returned third party inquiries.
08/13/14	15532	Jodi Porepa	9.30	\$ 6,091.50	[REDACTED] Update draft analysis. Discussions with management.
08/13/14	15092	Jeffrey Rosenberg	5.20	\$ 3,692.00	Work on budget versus actual results and forecast. Work on short term daily forecast. Review of disbursements. Work on real estate matters. Review of court materials. Work on human resources matters. Attended conference call [REDACTED]. Work on marketing matters.
08/13/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review of correspondence. Review court materials. Correspondence regarding the same.
08/14/14	18003	Michael Kennedy	8.40	\$ 2,730.00	Returned third party inquiries. Disbursement review. Daily reporting. Compiled data with respect to specific leases.
08/14/14	15532	Jodi Porepa	11.00	\$ 7,205.00	Review correspondence. Update draft analysis. [REDACTED]
08/14/14	15092	Jeffrey Rosenberg	4.10	\$ 2,911.00	Multiple calls to various suppliers. Conference call regarding court hearing and transfers at under value update. Review of disbursements. Work on [REDACTED]. [REDACTED]. Review of correspondence. Work on human resources matters.
08/14/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review court related materials and correspondence regarding the same.
08/15/14	18003	Michael Kennedy	9.20	\$ 2,990.00	Disbursement review. Responded to third party inquiries. Daily reporting. Work on operational matters.
08/15/14	15092	Jeffrey Rosenberg	4.80	\$ 3,408.00	Work on [REDACTED] matters. Work on operational matters. Disbursement review. Review of correspondence. Review of [REDACTED] issues.
08/15/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review of legal documents and correspondence.
08/17/14	15532	Jodi Porepa	5.10	\$ 3,340.50	Reviewing monthly financial information. Review analysis.
08/17/14	15092	Jeffrey Rosenberg	5.10	\$ 3,621.00	Review of emails and correspondence. Review operational matters. Disbursement review.
TOTAL			133.00	\$ 74,395.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 27, 2014
FTI Invoice No. 29001105
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 24, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$95,235.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$95,235.50
HST Registration No. 835718024RT0001	<u>\$4,761.78</u>
Total Amount Due this Period.....	\$99,997.28
Previous Balance Due.....	<u>\$79,666.77</u>
Total Amount Due.....	<u><u>\$179,664.05</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 27, 2014
FTI Invoice No. 29001105
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through August 24, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	25.0	\$20,750.00
Jeffrey Rosenberg	Managing Director	\$710.00	56.7	\$40,257.00
Jodi Porepa	Managing Director	\$655.00	48.9	\$32,029.50
Michael Kennedy	Consultant	\$325.00	6.2	\$2,015.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	1.0	\$115.00
Total Hours and Fees			138.4	\$95,235.50
HST Registration No. 835718024RT0001				\$4,761.78
Invoice Total for Current Period				\$99,997.28

The Cash Store
436646.0002 - August 24, 2014
Invoice #29001105

Date	TK#	Name	Hours	Amount	Narrative
08/18/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
08/18/14	15532	Jodi Porepa	8.90	\$ 5,829.50	Discussions with management. Review of financial information. Prepare analysis. Daily report monitoring.
08/18/14	15092	Jeffrey Rosenberg	13.80	\$ 9,798.00	Work on budget versus actual. Follow up on operational matters. Work on supplier matters. Reviewed cash flow forecast and related matters. Work on transfers at under value matters. Review of disbursements.
08/18/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of outstanding items. Review legal documents. Review transfers at under value matters.
08/19/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/19/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
08/19/14	15532	Jodi Porepa	10.60	\$ 6,943.00	Discussions with management. Review of financial information. Prepare analysis for review. Daily report monitoring and correspondence.
08/19/14	15092	Jeffrey Rosenberg	14.30	\$ 10,153.00	Attend management meeting. Attend conference call [REDACTED]. Work on budget versus actual. Work on [REDACTED]. Work on human resources matters. Work on Title Store matters. Work on [REDACTED]. Work on cash flow projections and review of disbursements.
08/19/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of correspondence. Status update on outstanding matters. Update on sale matters. Correspondence regarding [REDACTED].
08/20/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/20/14	18003	Michael Kennedy	0.80	\$ 260.00	Responded to third party inquiries.
08/20/14	15532	Jodi Porepa	9.10	\$ 5,960.50	Review financial analysis. Review of financial information. [REDACTED]. Follow up with company regarding the same. Review correspondence.
08/20/14	15092	Jeffrey Rosenberg	8.20	\$ 5,822.00	Work on [REDACTED]. Review of memo and attended conference calls regarding the same. Review of disbursements. Review of [REDACTED] and attended conference calls regarding the same. Calls to suppliers. Work on human resources matters. Work on cash flow projections and budget versus actual analysis. Conference call with Houllihan Lokey.
08/20/14	14798	Gregory Watson	5.00	\$ 4,150.00	General file updates. Review sales process materials and correspondence regarding the same.
08/21/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
08/21/14	15532	Jodi Porepa	12.60	\$ 8,253.00	[REDACTED]. Prepare financial analysis. Review of financial information. Daily report review. Correspondence regarding the same.
08/21/14	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Work on [REDACTED] and conference call regarding the same. Review of disbursements. Review of operating plan. Work on human resources matters. Calls with suppliers. Review of court matters. Review of correspondence. Work on UK court matters.
08/21/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review UK related materials. Update on sales process. Review court documents.
08/22/14	18003	Michael Kennedy	5.40	\$ 1,755.00	Responded to third party inquiries. Daily reporting. Disbursement reviews.
08/22/14	15532	Jodi Porepa	0.40	\$ 262.00	Daily report monitoring. Review of correspondence. Status update.
08/22/14	15092	Jeffrey Rosenberg	3.70	\$ 2,627.00	Work on [REDACTED]. Conference call regarding the same. Review of disbursements. Work on [REDACTED]. Work on transfers at under value matters. Work on [REDACTED].
08/22/14	14798	Gregory Watson	5.00	\$ 4,150.00	General file updates. Review creditor matters. Update on sales process.
08/23/14	15532	Jodi Porepa	2.00	\$ 1,310.00	Status update. Review of legal documents.
08/23/14	15092	Jeffrey Rosenberg	2.30	\$ 1,633.00	Work on transfers at under value and attendance on several calls with respect to the same.
08/24/14	15532	Jodi Porepa	5.30	\$ 3,471.50	Review of legal documents. Revised and updated draft report.
08/24/14	15092	Jeffrey Rosenberg	6.10	\$ 4,331.00	Review of lease disclaimers. Review of correspondence.
TOTAL			138.40	\$ 95,235.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 31, 2014
FTI Invoice No. 29001128
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 31, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$86,060.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$86,060.50
HST Registration No. 835718024RT0001	<u>\$4,303.03</u>
Total Amount Due this Period.....	\$90,363.53
Previous Balance Due.....	<u>\$99,997.28</u>
Total Amount Due.....	<u>\$190,360.81</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 31, 2014
FTI Invoice No. 29001128
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through August 31, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	18.0	\$14,940.00
Jeffrey Rosenberg	Managing Director	\$710.00	40.4	\$28,684.00
Jodi Porepa	Managing Director	\$655.00	42.2	\$27,641.00
Michael Kennedy	Consultant	\$325.00	45.1	\$14,657.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			146.9	\$86,060.50
HST Registration No. 835718024RT0001				\$4,303.03
Invoice Total for Current Period				\$90,363.53

The Cash Store
436646.0002 - August 31, 2014
Invoice #29001128

Date	TK#	Name	Hours	Amount	Narrative
08/25/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
08/25/14	18003	Michael Kennedy	12.50	\$ 4,062.50	Disbursement review. Responded to third party inquiries. Daily reporting.
08/25/14	15532	Jodi Porepa	10.30	\$ 6,746.50	Discussions with [REDACTED]. Review documents. Status update.
08/25/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review correspondence. Review preference materials.
08/26/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/26/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Responded to third party inquiries. Daily reporting. Disbursement reviews. [REDACTED].
08/26/14	15532	Jodi Porepa	10.00	\$ 6,550.00	Discussions with [REDACTED]. Review documents. Status update. Review of correspondence.
08/26/14	15092	Jeffrey Rosenberg	14.30	\$ 10,153.00	Attended management meeting. Work on budget versus actual analysis. Work on [REDACTED] issues. Work on human resources matters. Review of cash flow projections and disbursements. Work on transfers at under value analysis. Follow up on operational matters. Work on Title Store matters. Review of cash flow forecast and company needs.
08/26/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of correspondence. Correspondence regarding transfers and under value.
08/27/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/27/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
08/27/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Disbursement review. Responded to third party inquiries. Daily reporting and reconciliation.
08/27/14	15532	Jodi Porepa	6.10	\$ 3,995.50	Discussions with [REDACTED]. Review documents. Status update.
08/27/14	15092	Jeffrey Rosenberg	8.40	\$ 5,964.00	Work on [REDACTED] matters. Review of memo and attended conference calls regarding the same. Review of disbursements. Review of real estate matters and attended conference calls regarding the same. Work on human resources matters. Work on cash flow projections and budget versus actual analysis. [REDACTED].
08/27/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review correspondence. Attend calls regarding [REDACTED] matters. Review real estate matters.
08/28/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Disbursement and cash flow review. Responded to third party inquiries. Daily reporting.
08/28/14	15532	Jodi Porepa	12.20	\$ 7,991.00	Discussions with [REDACTED]. Review documents. Status update. Review of correspondence.
08/28/14	15092	Jeffrey Rosenberg	8.70	\$ 6,177.00	Work on [REDACTED] issues and conference call regarding the same. Review of disbursements. Work on human resources matters. Calls with suppliers [REDACTED]. Work on [REDACTED]. Review of correspondence. Work on transfers at under value and real estate matters.
08/28/14	14798	Gregory Watson	6.00	\$ 4,980.00	Review of correspondence. Review real estate matters. Update on preferences and transfers at under value.
08/29/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Disbursement and cash flow review. Responded to third party inquiries. Daily reporting.
08/29/14	15532	Jodi Porepa	3.60	\$ 2,358.00	Revised draft Factum.
08/29/14	15092	Jeffrey Rosenberg	7.20	\$ 5,112.00	Work on [REDACTED] issues. Review of disbursements. Calls with suppliers [REDACTED]. Work on [REDACTED] matters. Review of transfers at under value. Work on real estate matters. Conference call [REDACTED].
08/30/14	15092	Jeffrey Rosenberg	1.10	\$ 781.00	Review of correspondence and cash flow forecast. Work on [REDACTED].
08/31/14	15092	Jeffrey Rosenberg	0.70	\$ 497.00	Review of correspondence.
TOTAL			146.90	\$ 86,060.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 11, 2014
FTI Invoice No. 29001132
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 7, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$61,592.50
Expenses.....	<u>\$8,667.80</u>
Total Fees and Expenses.....	\$70,260.30
HST Registration No. 835718024RT0001	<u>\$3,513.02</u>
Total Amount Due this Period.....	\$73,773.32
Total Amount Due.....	<u><u>\$73,773.32</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 11, 2014
FTI Invoice No. 29001132
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 7, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	18.0	\$14,940.00
Jeffrey Rosenberg	Managing Director	\$710.00	49.6	\$35,216.00
Michael Kennedy	Consultant	\$325.00	34.8	\$11,310.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.5	\$57.50
Total Hours and Fees			103.5	\$61,592.50
Business Meals				\$844.22
Lodging				\$3,660.46
Transportation				\$4,163.12
Total Expenses				\$8,667.80
HST Registration No. 835718024RT0001				\$3,513.02
Invoice Total for Current Period				\$73,773.32

The Cash Store
436646.0002 - September 7, 2014
Invoice #29001132

Date	TK#	Name	Hours	Amount	Narrative
09/01/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/02/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/02/14	18003	Michael Kennedy	12.10	\$ 3,932.50	Disbursement reviews. Correspondence with accounts payable staff regarding the same. Daily reporting. Responded to third party inquiries.
09/02/14	15092	Jeffrey Rosenberg	13.60	\$ 9,656.00	Work on creditor matters. Review of disbursements. Work on sale process analysis. Discussions [REDACTED]. Work on budget versus actual reporting and review of revised forecast.
09/02/14	14798	Gregory Watson	4.00	\$ 3,320.00	Update on sales process. Review correspondence.
09/03/14	18441	Linda Kelly	0.50	\$ 57.50	File administration.
09/03/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Daily reporting and review. Disbursement reviews. Correspondence with accounts payable staff regarding the same. Responded to third party inquiries.
09/03/14	15092	Jeffrey Rosenberg	12.70	\$ 9,017.00	Work on budget versus actual reporting and cash flow projections. Attended conference call update with bondholder advisors. Review of disbursements. Work on supplier matters. Work on human resources matters.
09/03/14	14798	Gregory Watson	6.00	\$ 4,980.00	Attendance on various conference calls. Update call [REDACTED]. Review bondholder materials.
09/04/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Responded to third party inquiries. [REDACTED]. Disbursement reviews and correspondence [REDACTED].
09/04/14	15092	Jeffrey Rosenberg	13.90	\$ 9,869.00	Work on creditor matters. Work on lease matters. Review of [REDACTED]. [REDACTED] Review of disbursements. Correspondence regarding the sale process. Operational matters review. Work regarding [REDACTED] issues. Work on human resources issues.
09/04/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of correspondence. Review [REDACTED] matters. Update on sales process.
09/05/14	18003	Michael Kennedy	6.50	\$ 2,112.50	Disbursement review. Daily reporting. Responded to third party inquiries.
09/05/14	15092	Jeffrey Rosenberg	6.70	\$ 4,757.00	Review of disbursements. Work on supplier matters. Work on [REDACTED] analysis. Review of Title Store matters. Work on cash flow matters.
09/05/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review correspondence. Correspondence regarding [REDACTED].
09/06/14	15092	Jeffrey Rosenberg	2.70	\$ 1,917.00	Review of [REDACTED] in preparation for conference call and review of correspondence.
TOTAL			103.50	\$ 61,592.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 19, 2014
FTI Invoice No. 29001139
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 14, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$103,035.50
Expenses.....	\$4,272.30
Total Fees and Expenses.....	\$107,307.80
HST Registration No. 835718024RT0001	\$5,365.39
Total Amount Due this Period.....	\$112,673.19
Previous Balance Due.....	\$73,773.32
Total Amount Due.....	<u>\$186,446.51</u>

Please Wire Transfer To:

**Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715**



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 19, 2014
FTI Invoice No. 29001139
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 14, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	25.0	\$20,750.00
Jeffrey Rosenberg	Managing Director	\$710.00	64.4	\$45,724.00
Jodi Porepa	Managing Director	\$655.00	31.1	\$20,370.50
Michael Kennedy	Consultant	\$325.00	49.5	\$16,087.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.3	\$34.50
Total Hours and Fees			170.9	\$103,035.50
Business Meals				\$388.24
Lodging				\$1,391.46
Other/Miscellaneous				\$20.00
Transportation				\$2,472.60
Total Expenses				\$4,272.30
HST Registration No. 835718024RT0001				\$5,365.39
Invoice Total for Current Period				\$112,673.19

The Cash Store
436646.0002 - September 14, 2014
Invoice #29001139

Date	TK#	Name	Hours	Amount	Narrative
09/08/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
09/08/14	18003	Michael Kennedy	12.10	\$ 3,932.50	Disbursement review. Follow up inquiries with accounts payable staff regarding the same. Responded to third party inquiries. Work on operational matters.
09/08/14	15532	Jodi Porepa	1.20	\$ 786.00	Conference call regarding Motion Material and status update.
09/08/14	15092	Jeffrey Rosenberg	12.30	\$ 8,733.00	Review of disbursements. Work on human resources matters. Review of correspondence. Work on third party lender matters. Work on operational matters. Work on information technology matters.
09/08/14	14798	Gregory Watson	6.00	\$ 4,980.00	General file updates. Review third party lender matters. Review correspondence.
09/09/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/09/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Daily reporting. Disbursement review. Responded to third party inquiries. Summary analysis of specific leases.
09/09/14	15532	Jodi Porepa	7.10	\$ 4,650.50	Review of correspondence. Status update. Review of documents provided by the company. Follow up on outstanding items.
09/09/14	15092	Jeffrey Rosenberg	13.50	\$ 9,585.00	Work on budget versus actual. Work on cash flow projections. Review of disbursements and human resources matters. Review of marketing matters. Attend management meeting. Review . Work with respect to transfers at under value.
09/09/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review of outstanding items. Review DIP funding matters. Review transfers at under value materials.
09/10/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Daily reporting. Responded to third party inquiries. Correspondence with accounts payable staff regarding certain vendors. Disbursement reviews.
09/10/14	15532	Jodi Porepa	8.80	\$ 5,764.00	Review correspondence and analysis. Discussions with the company. Review of Motion Material.
09/10/14	15092	Jeffrey Rosenberg	13.40	\$ 9,514.00	Work on budget versus actual reporting and cash flow projections. Attended conference call update with bondholder advisors. Review of disbursements. Work on human resources matters. Review Follow up on operational matters. Work on supplier matters. Work on Title Store matters.
09/10/14	14798	Gregory Watson	6.00	\$ 4,980.00	Update on file matters. Review Review correspondence.
09/11/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/11/14	18003	Michael Kennedy	13.20	\$ 4,290.00	Responded to third party inquiries. Disbursement review. Correspondence with accounts payable staff regarding the same. Daily reporting.
09/11/14	15532	Jodi Porepa	7.10	\$ 4,650.50	Data review. Prepare update and revisions of report. Review daily reports. Review correspondence.
09/11/14	15092	Jeffrey Rosenberg	12.70	\$ 9,017.00	Work on Update with respect to third party lenders matters. Review of disbursements. Work on real estate matters. Work on operational matters. Calls with respect to transfers at under value.
09/11/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review correspondence. Review transfers at under value. Attend calls regarding the same.
09/12/14	18003	Michael Kennedy	7.80	\$ 2,535.00	Disbursement review. Daily reporting. Responded to third party inquiries. Review correspondence.
09/12/14	15532	Jodi Porepa	6.90	\$ 4,519.50	Review of data. Develop . Prepare draft report. Review report. Follow up regarding the same.
09/12/14	15092	Jeffrey Rosenberg	6.70	\$ 4,757.00	Work on revised branch model and attend conference call regarding the same. Review of disbursements. Review Attended . Work on . Work on operational matters.
09/12/14	14798	Gregory Watson	4.00	\$ 3,320.00	Attendance Review of correspondence. Update on sales process.
09/13/14	15092	Jeffrey Rosenberg	2.70	\$ 1,917.00	Work on human resources matters. Review of correspondence.
09/14/14	15092	Jeffrey Rosenberg	3.10	\$ 2,201.00	Work on Title Store matters. Review of correspondence. Review of cash flow projections. Review of human resources matters.
TOTAL			170.90	\$ 103,035.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 26, 2014
FTI Invoice No. 29001141
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 21, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$98,484.50
Expenses.....	\$43,399.96
Total Fees and Expenses.....	\$141,884.46
HST Registration No. 835718024RT0001	\$7,094.22
Total Amount Due this Period.....	\$148,978.68
Previous Balance Due.....	\$186,446.51
Total Amount Due.....	<u>\$335,425.19</u>

Please Wire Transfer To:

**Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCAPT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715**



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 26, 2014
FTI Invoice No. 29001141
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 21, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	20.0	\$16,600.00
Jeffrey Rosenberg	Managing Director	\$710.00	62.3	\$44,233.00
Jodi Porepa	Managing Director	\$655.00	34.6	\$22,663.00
Michael Kennedy	Consultant	\$325.00	45.8	\$14,885.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.3	\$34.50
Total Hours and Fees			163.6	\$98,484.50
Business Meals				\$2,284.79
Telephone				\$168.87
Supplies				\$293.88
Lodging				\$11,613.21
Transportation				\$29,039.21
Total Expenses				\$43,399.96
HST Registration No. 835718024RT0001				\$7,094.22

The Cash Store
436646.0002 - September 21, 2014
Invoice #29001141

Date	TK#	Name	Hours	Amount	Narrative
09/15/14	18003	Michael Kennedy	12.30	\$ 3,997.50	Disbursement reviews and follow up with accounts payable staff regarding the same. Daily reporting. Responded to third party inquiries.
09/15/14	15532	Jodi Porepa	6.70	\$ 4,388.50	Review company analysis. Follow up on outstanding items.
09/15/14	15092	Jeffrey Rosenberg	10.80	\$ 7,668.00	Review of disbursements. Review of [REDACTED] Work on human resources matters. Review of cash flow projections. Work on operational matters. Work on transfers at under value motion. Attendance on several conference calls.
09/15/14	14798	Gregory Watson	4.00	\$ 3,320.00	General file updates. Attended conference calls regarding sale materials. Review [REDACTED] matters.
09/16/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/16/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Daily reporting. Responded to third party inquiries. Lease summary updates. Disbursement review.
09/16/14	15532	Jodi Porepa	8.10	\$ 5,305.50	Update [REDACTED] report mapping. Review analysis with company.
09/16/14	15092	Jeffrey Rosenberg	13.10	\$ 9,301.00	Attend meeting with [REDACTED]. Review of disbursements. Work on human resources matters. Review of operational matters. Work on due diligence matters. Work on variance analysis and budget versus actual cash flow. Work on cash flow projections.
09/16/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of correspondence. Update on sales process. Review [REDACTED]
09/17/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
09/17/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Disbursement review. Lease summary updates. Responded to third party inquiries. Daily reporting. Review of correspondence.
09/17/14	15532	Jodi Porepa	7.40	\$ 4,847.00	Updates and edits to [REDACTED] report mapping. Review analysis with company.
09/17/14	15092	Jeffrey Rosenberg	13.40	\$ 9,514.00	Work on stay extension matters. Work on budget versus actual matters. Work on real estate matters. Work on [REDACTED] matters with respect to [REDACTED]. Work on transfers at under value [REDACTED]. Work on accounts receivable analysis to support possible [REDACTED]. Work on Asset Purchase Agreement. Work on revised cash flow projections.
09/17/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court documents. Review correspondence.
09/18/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Disbursement review. Daily reporting. Correspondence with accounts payable staff regarding the same.
09/18/14	15532	Jodi Porepa	8.90	\$ 5,829.50	[REDACTED]. Review analysis with company. Review correspondence.
09/18/14	15092	Jeffrey Rosenberg	12.70	\$ 9,017.00	Review of [REDACTED]. Work on Asset Purchase Agreement. Review of disbursements. Review of human resources matters. Work on Title Store matters. Work on operational matters. Attended meetings and calls regarding the same. Work with respect [REDACTED]
09/18/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of outstanding items. Update on sales process. Review legal documents.
09/19/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/19/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Daily reporting. Responded to third party inquiries. Disbursement reviews.
09/19/14	15532	Jodi Porepa	3.50	\$ 2,292.50	[REDACTED] report updates. Review analysis with company.
09/19/14	15092	Jeffrey Rosenberg	6.70	\$ 4,757.00	Work on schedules for Asset Purchase Agreement. Review of disbursements. Attend calls regarding [REDACTED] and review of information regarding the same. Prepare for and attend conference calls with [REDACTED]. Calls with McCarthy regarding various matters.
09/19/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of legal documents. Update on creditor matters. Update on transfers at under value.
09/20/14	15092	Jeffrey Rosenberg	2.50	\$ 1,775.00	Review of Asset Purchase Agreement. Work on schedules with respect to the same.
09/21/14	15092	Jeffrey Rosenberg	3.10	\$ 2,201.00	Work on Asset Purchase Agreement. Review of emails and correspondence. Disbursement review.
TOTAL			163.60	\$ 98,484.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 30, 2014
FTI Invoice No. 29001145
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 30, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$103,318.00
Expenses.....	\$12,287.37
Total Fees and Expenses.....	\$115,605.37
HST Registration No. 835718024RT0001	\$5,780.27
Total Amount Due this Period.....	\$121,385.64
 Previous Balance Due.....	 \$335,425.19
 Total Amount Due.....	 \$456,810.83

Please Wire Transfer To:

**Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715**



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 30, 2014
FTI Invoice No. 29001145
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 30, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	21.0	\$17,430.00
Jeffrey Rosenberg	Managing Director	\$710.00	71.1	\$50,481.00
Jodi Porepa	Managing Director	\$655.00	20.4	\$13,362.00
Michael Kennedy	Consultant	\$325.00	67.3	\$21,872.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.9	\$103.50
Total Hours and Fees			181.3	\$103,318.00
Business Meals				\$1,263.58
Lodging				\$4,108.52
Other/Miscellaneous				\$20.00
Transportation				\$6,895.27
Total Expenses				\$12,287.37
HST Registration No. 835718024RT0001				\$5,780.27

The Cash Store
436646.0002 - September 30, 2014
Invoice #29001145

Date	TK#	Name	Hours	Amount	Narrative
09/22/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
09/22/14	18003	Michael Kennedy	12.90	\$ 4,192.50	Daily reporting. Disbursement review. Correspondence with accounts payable staff regarding the same. Responded to third party inquiries.
09/22/14	15532	Jodi Porepa	2.20	\$ 1,441.00	Review of correspondence. Review additional documentation. Review company analysis.
09/22/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on [REDACTED]. Review of emails and correspondence. Work on [REDACTED]. Review of disbursements. Attended meetings and conference calls regarding operational issues. [REDACTED]. Work on human resources issues. Work on [REDACTED]. Work on DIP financing matters. Attended various meetings.
09/22/14	14798	Gregory Watson	3.00	\$ 2,490.00	Update on third party lender matters. Review legal documents.
09/23/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/23/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Disbursement review. Daily reporting. Attended conference call regarding [REDACTED].
09/23/14	15532	Jodi Porepa	7.10	\$ 4,650.50	Review of correspondence. Follow up on outstanding items. Review information provided by company. [REDACTED]
09/23/14	15092	Jeffrey Rosenberg	13.90	\$ 9,869.00	Attended management meeting. Review of disbursements. Work on budget versus actual cash flow. Work on cash flow projections. Work on [REDACTED]. Work on [REDACTED]. Work on court report and attend meetings regarding the same. Work on marketing matters and real estate matters.
09/23/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review correspondence. Review court materials.
09/24/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
09/24/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Disbursement review. Responded to third party inquiries. Daily reporting. Further analysis [REDACTED]
09/24/14	15532	Jodi Porepa	2.50	\$ 1,637.50	Follow up on outstanding items. Review information. Review of correspondence.
09/24/14	15092	Jeffrey Rosenberg	8.60	\$ 6,106.00	Work on [REDACTED] matters. Work on real estate matters. Work on court report. Work on motion materials. Work on draft Asset Purchase Agreement. Work on budget versus actual results. Work on revised [REDACTED]. Attended conference call regarding court materials. Review of disbursements. Work on regulatory matters.
09/24/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review of regulatory items. Review court materials. Update on DIP funding matters.
09/25/14	18003	Michael Kennedy	8.00	\$ 2,600.00	Daily reporting. Disbursement review. Correspondence with accounts payable staff regarding the same. Responded to third party inquiries.
09/25/14	15092	Jeffrey Rosenberg	4.00	\$ 2,840.00	Work on court report. Review of supplier matters. Disbursement review. Review of operational issues. [REDACTED]. Work on court materials. Work on DIP financing matters.
09/25/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court materials. Review legal documents. Review DIP funding materials.
09/26/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/26/14	18003	Michael Kennedy	8.90	\$ 2,892.50	Daily reporting. Responded to third party inquiries. Disbursement reviews.
09/26/14	15092	Jeffrey Rosenberg	7.10	\$ 5,041.00	Work on [REDACTED]. Work on [REDACTED]. Review of court materials. Disbursement review. Work on operational matters. Work with respect to the Asset Purchase Agreement. Work on marketing and human resources matters.
09/26/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of correspondence and legal documents.
09/27/14	15092	Jeffrey Rosenberg	3.50	\$ 2,485.00	Work on court materials. Review of correspondence.
09/28/14	15532	Jodi Porepa	0.90	\$ 589.50	Review of correspondence.
09/28/14	15092	Jeffrey Rosenberg	4.20	\$ 2,982.00	Review of correspondence. Work on real estate matters. Work with respect to preparation for court. Disbursement review. Work on human resources matters.
09/29/14	18003	Michael Kennedy	12.80	\$ 4,160.00	Responded to third party inquiries. Disbursement reviews. Daily reporting.
09/29/14	15532	Jodi Porepa	3.60	\$ 2,358.00	Discussions with management. Review of correspondence.
09/29/14	15092	Jeffrey Rosenberg	8.10	\$ 5,751.00	Work on marketing matters. Work on human resources matters. Review of disbursements. Review of court materials. Work on [REDACTED]
09/29/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court materials. Review DIP funding materials. Review correspondence.
09/30/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.

09/30/14	18003	Michael Kennedy	8.30	\$	2,697.50	██████████ Responded to third party inquiries. Disbursement reviews. Edits to lease summary analysis.
09/30/14	15532	Jodi Porepa	4.10	\$	2,685.50	Review of correspondence. ██████████
09/30/14	15092	Jeffrey Rosenberg	8.00	\$	5,680.00	Review of disbursements. Work on human resources matters. Review of budget versus actual cash flow. Review of correspondence. Work on ██████████ matters. Work on court materials.
TOTAL			181.30	\$	103,318.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 10, 2014
FTI Invoice No. 29001164
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 5, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$47,722.00
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$47,722.00
HST Registration No. 835718024RT0001	<u>\$2,386.10</u>
Total Amount Due this Period.....	\$50,108.10
Previous Balance Due.....	<u>\$270,364.32</u>
Total Amount Due.....	<u>\$320,472.42</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 10, 2014
FTI Invoice No. 29001164
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 5, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	13.0	\$10,790.00
Jeffrey Rosenberg	Managing Director	\$710.00	39.8	\$28,258.00
Michael Kennedy	Consultant	\$325.00	26.3	\$8,547.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.5	\$57.50
Total Hours and Fees			80.2	\$47,722.00

HST Registration No. 835718024RT0001

\$2,386.10

The Cash Store
436646.0002 - October 5, 2014
Invoice #29001164

Date	TK#	Name	Hours	Amount	Narrative
10/01/14	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
10/01/14	18441	Linda Kelly	0.50	\$ 57.50	File administration.
10/01/14	18003	Michael Kennedy	8.40	\$ 2,730.00	Daily reporting. Responded to third party inquiries. Disbursement review and correspondence with accounts payable staff regarding the same.
10/01/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on human resources issues. Work [REDACTED] Review of budget versus actual and revised cash flow projections. Work on [REDACTED] [REDACTED] Work on [REDACTED] Work on operational matters. Review of court materials and work on court report.
10/01/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review court report. Review [REDACTED] Review correspondence.
10/02/14	18003	Michael Kennedy	8.40	\$ 2,730.00	Daily reporting. Disbursement review. Responded to third party inquiries. Follow up regarding [REDACTED]
10/02/14	15092	Jeffrey Rosenberg	14.20	\$ 10,082.00	Work on court report and review of materials. Work on operational matters. Work on [REDACTED] Review of [REDACTED] Disbursement review. Review of sale process matters. Work on human resources matters.
10/02/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court report. Update on sales process.
10/03/14	18003	Michael Kennedy	9.50	\$ 3,087.50	Daily reporting. Disbursement review. Review branch related matters. Review supplier matters. Responded to third party inquiries.
10/03/14	15092	Jeffrey Rosenberg	8.10	\$ 5,751.00	Work on court report and review of materials. Review of operational matters. [REDACTED] Review of disbursements. Work on human resources matters. [REDACTED]
10/03/14	14798	Gregory Watson	4.00	\$ 3,320.00	Status update on outstanding items. Review court materials. Review legal documents.
10/05/14	15092	Jeffrey Rosenberg	3.80	\$ 2,698.00	Work on court materials. Review of correspondence and operational matters.
TOTAL			80.20	\$ 47,722.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 16, 2014
FTI Invoice No. 29001168
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 12, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$81,859.00
Expenses.....	\$4,804.05
Total Fees and Expenses.....	\$86,663.05
HST Registration No. 835718024RT0001	\$4,333.15
Total Amount Due this Period.....	\$90,996.20
Previous Balance Due.....	\$320,472.42
Total Amount Due.....	<u>\$411,468.62</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 16, 2014
FTI Invoice No. 29001168
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 12, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	12.0	\$9,960.00
Jeffrey Rosenberg	Managing Director	\$710.00	50.7	\$35,997.00
Jodi Porepa	Managing Director	\$655.00	29.9	\$19,584.50
Michael Kennedy	Consultant	\$325.00	49.5	\$16,087.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	1.4	\$161.00
Total Hours and Fees			144.1	\$81,859.00
Business Meals				\$488.35
Lodging				\$1,924.95
Other/Miscellaneous				\$30.50
Transportation				\$2,360.25
Total Expenses				\$4,804.05
HST Registration No. 835718024RT0001				\$4,333.15

The Cash Store
436646.0002 - October 12, 2014
Invoice #29001168

Date	TK#	Name	Hours	Amount	Narrative
10/06/14	18441	Linda Kelly	1.00	\$ 115.00	File administration.
10/06/14	18003	Michael Kennedy	12.10	\$ 3,932.50	Disbursement reviews. Responded to third party inquiries. Daily reporting. Review of cash flow. Work on [REDACTED] matters. Review correspondence.
10/06/14	15532	Jodi Porepa	2.60	\$ 1,703.00	Review of specific reporting requirements. Review reports. Review filed information.
10/06/14	15092	Jeffrey Rosenberg	13.80	\$ 9,798.00	Review of court materials. Review of disbursements. Work on human resources matters. Work on operational matters. Work on [REDACTED] matters. Work on court report.
10/06/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court materials. Review [REDACTED] materials. Review correspondence.
10/07/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/07/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Disbursement reviews. Daily reporting. Responded to third party inquiries.
10/07/14	15532	Jodi Porepa	7.30	\$ 4,781.50	Review [REDACTED]. Review correspondence prior to transaction.
10/08/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Daily reporting. Disbursement review. Follow up with accounts payable regarding the same. Responded to third party inquiries.
10/08/14	15532	Jodi Porepa	8.00	\$ 5,240.00	Review [REDACTED]. Discussions with [REDACTED]. Review information provided by the company.
10/08/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Review of budget versus actual cash flow. Work on transition matters. Work on human resources matters. Attend meeting regarding [REDACTED]. Work on court reports. Work on revised cash flow projections. Work on [REDACTED] matters. [REDACTED] Work on court matters.
10/09/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
10/09/14	18003	Michael Kennedy	12.60	\$ 4,095.00	Daily reporting. Disbursement reviews. Follow up with accounts payable regarding the same. Responded to third party inquiries.
10/09/14	15532	Jodi Porepa	8.70	\$ 5,698.50	Review emails. Discussions with [REDACTED]. Review information provided by the company.
10/09/14	15092	Jeffrey Rosenberg	13.60	\$ 9,656.00	Attended various management meetings with respect [REDACTED]. Work on court report. Work on operational matters. Work on human resources matters. Attended various conference call regarding the potential sale. Attend various conference calls regarding court materials. Work on [REDACTED] matters. Review of disbursements.
10/09/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court report. Review sale materials. Discussions in respect of same.
10/10/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/10/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Responded to third party inquiries. Disbursement review. Daily reporting.
10/10/14	15532	Jodi Porepa	3.30	\$ 2,161.50	Follow up with company regarding [REDACTED]. Review [REDACTED]. Discussions with [REDACTED]. Review information provided by the company.
10/10/14	15092	Jeffrey Rosenberg	7.30	\$ 5,183.00	Work on court materials. Work on human resources matters. Work on operational matters. Review of disbursements.
10/10/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court materials. Review correspondence.
10/12/14	15092	Jeffrey Rosenberg	2.30	\$ 1,633.00	Work on human resources matters and review of emails and documentation.
TOTAL			144.10	\$ 81,859.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 24, 2014
FTI Invoice No. 29001173
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 19, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$78,848.50
Expenses.....	\$3,643.39
Total Fees and Expenses.....	\$82,491.89
HST Registration No. 835718024RT0001	\$4,124.59
Total Amount Due this Period.....	\$86,616.48
Previous Balance Due.....	\$90,996.20
Total Amount Due.....	<u>\$177,612.68</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 24, 2014
FTI Invoice No. 29001173
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 19, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	19.0	\$15,770.00
Jeffrey Rosenberg	Managing Director	\$710.00	45.3	\$32,163.00
Jodi Porepa	Managing Director	\$655.00	26.8	\$17,554.00
Michael Kennedy	Consultant	\$325.00	40.9	\$13,292.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			132.6	\$78,848.50

Business Meals	\$54.87
Lodging	\$1,177.41
Transportation	\$2,411.11
Total Expenses	\$3,643.39

HST Registration No. 835718024RT0001 **\$4,124.59**

The Cash Store
436646.0002 - October 19, 2014
Invoice #29001173

Date	TK#	Name	Hours	Amount	Narrative
10/13/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review legal documents. Review court materials. Correspondence regarding the same.
10/13/14	15092	Jeffrey Rosenberg	3.70	\$ 2,627.00	Work on operational matters. Work on court materials. Work on creditor matters.
10/14/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/14/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review legal documents. Review court materials.
10/14/14	15532	Jodi Porepa	4.00	\$ 2,620.00	Review [REDACTED] Review financial information for [REDACTED] details.
10/14/14	18003	Michael Kennedy	12.50	\$ 4,062.50	Payables review. Responded to third party inquiries. Daily reporting. Lease reviews.
10/15/14	14798	Gregory Watson	4.00	\$ 3,320.00	Update on sales process. Review court documents. Review correspondence.
10/15/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Review of budget versus actual cash flow. Work on transition matters. Work on human resources matters. Work on revised cash flow projections. Work on [REDACTED] matters. Review of disbursements. Work on competition matters. Work on third party lenders matters. Work on cumulative budget versus actual analysis. Conference call regarding regulatory matters. Work on [REDACTED]
10/15/14	15532	Jodi Porepa	9.00	\$ 5,895.00	Review information provided by the company regarding [REDACTED] Coordinate with [REDACTED]
10/15/14	18003	Michael Kennedy	8.80	\$ 2,860.00	Daily reporting. Data review. Disbursement review. Responded to third party inquiries.
10/16/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/16/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review court report. Update on sales process. Correspondence regarding competition items.
10/16/14	15092	Jeffrey Rosenberg	12.90	\$ 9,159.00	Work on competition matters. Work on court reporting matters. Work on operational matters. Call regarding competition matters. Work on sale matters. Work on real estate matters. Work on human resources matters. Work on operational matters.
10/16/14	15532	Jodi Porepa	11.80	\$ 7,729.00	Review information provided by the company regarding [REDACTED] Coordinate with [REDACTED]
10/16/14	18003	Michael Kennedy	12.10	\$ 3,932.50	Daily reporting. Responded to third party inquiries. Lease [REDACTED] Data review and analysis.
10/17/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review competition documentation. Update on creditor matters. Review correspondence.
10/17/14	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Work on competition matters. Attended various calls regarding the same. Review of disbursement. Work on operating matters. Work on human resources matters. Work on third party lenders matters. Work with respect to creditor matters. Calls with management [REDACTED] Review of documentation.
10/17/14	15532	Jodi Porepa	2.00	\$ 1,310.00	Review documents [REDACTED]
10/17/14	18003	Michael Kennedy	7.50	\$ 2,437.50	Disbursement review. Responded to third party inquiries. Daily reporting. Lease summary adjustments. Data compilation and analysis.
10/18/14	15092	Jeffrey Rosenberg	2.40	\$ 1,704.00	Review of emails and documentation. Work on court materials
10/19/14	15092	Jeffrey Rosenberg	4.30	\$ 3,053.00	Work on operational matters. Work on court materials. Work on creditor matters.
TOTAL			132.60	\$ 78,848.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 31, 2014
FTI Invoice No. 29001175
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 26, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$103,090.00
Expenses.....	\$13,210.60
Total Fees and Expenses.....	\$116,300.60
HST Registration No. 835718024RT0001	\$5,815.03
Total Amount Due this Period.....	\$122,115.63
Previous Balance Due.....	\$177,612.68
Total Amount Due.....	<u>\$299,728.31</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCAPT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 31, 2014
FTI Invoice No. 29001175
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 26, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	15.0	\$12,450.00
Jeffrey Rosenberg	Managing Director	\$710.00	68.8	\$48,848.00
Jodi Porepa	Managing Director	\$655.00	39.5	\$25,872.50
Michael Kennedy	Consultant	\$325.00	48.7	\$15,827.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.2	\$23.00
Total Hours and Fees			172.8	\$103,090.00

Business Meals	\$1,048.86
Telephone	\$19.95
Lodging	\$2,810.68
Other/Miscellaneous	\$20.00
Transportation	\$9,311.11
Total Expenses	\$13,210.60

HST Registration No. 835718024RT0001 **\$5,815.03**

The Cash Store
436646.0002 - October 26, 2014
Invoice #29001175

Date	TK#	Name	Hours	Amount	Narrative
10/20/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court related documents. Correspondence regarding the same. Update on sales process.
10/20/14	15092	Jeffrey Rosenberg	13.20	\$ 9,372.00	Work on operational matters. Work on court materials. Work on creditor matters. Attend conference call update [REDACTED]. Work on third party [REDACTED] matters. Attend various conference calls with the company. Work on creditor matters. Review of disbursements.
10/20/14	15532	Jodi Porepa	6.60	\$ 4,323.00	Review documents [REDACTED]
10/20/14	18003	Michael Kennedy	12.40	\$ 4,030.00	Daily reporting. Disbursement review. Responded to third party inquiries. Cash flow review.
10/21/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/21/14	14798	Gregory Watson	3.00	\$ 2,490.00	Update on management meetings. Update on third party lender matters. Review correspondence.
10/21/14	15092	Jeffrey Rosenberg	14.80	\$ 10,508.00	Attend management meeting. Work on third party lenders matters. Work on regulatory matters. Work [REDACTED] matters. Review of cash flow projections.
10/21/14	15532	Jodi Porepa	9.40	\$ 6,157.00	Review and prepare documentation [REDACTED] [REDACTED] [REDACTED]. Status update.
10/21/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Daily reporting. Disbursement review. Responded to third party inquiries. Data compilation and analysis.
10/22/14	14798	Gregory Watson	3.00	\$ 2,490.00	Status update on third party lenders. Update on regulatory matters.
10/22/14	15092	Jeffrey Rosenberg	12.10	\$ 8,591.00	Review of budget versus actual cash flow. Work on revised cash flow projections. Review of disbursements. Review of human resources matters. Work on information technology matters.
10/22/14	15532	Jodi Porepa	8.20	\$ 5,371.00	Review and prepare documentation [REDACTED]
10/22/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
10/22/14	18003	Michael Kennedy	8.40	\$ 2,730.00	Data compilation and analysis. Disbursement review. Daily reporting. Responded to third party inquiries.
10/23/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/23/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court report. Review legal documents. Update on sales process.
10/23/14	15092	Jeffrey Rosenberg	12.90	\$ 9,159.00	Work on competition matters. Work on court reporting matters. Work on operational matters. Calls regarding competition matters. Work on sale matters. Work on real estate matters. Work on human resources matters. Work on operational matters. Work on supplier matters. Review of Title Store matters.
10/23/14	15532	Jodi Porepa	8.20	\$ 5,371.00	Review and prepare documentation [REDACTED]
10/23/14	18003	Michael Kennedy	9.20	\$ 2,990.00	Data compilation and analysis. Disbursement review. Responded to third party inquiries. Daily reporting.
10/24/14	14798	Gregory Watson	1.00	\$ 830.00	Review competition materials. Review correspondence.
10/24/14	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Work on competition matters. Work on operational matters. Work on repudiation matter. Review of disbursements. Work on human resources matters. Work on DIP financing matters. Work on branch [REDACTED] matters. Work on real estate matters.
10/24/14	15532	Jodi Porepa	3.70	\$ 2,423.50	Review and prepare documentation [REDACTED]
10/24/14	18003	Michael Kennedy	9.60	\$ 3,120.00	Daily reporting. Lease analysis. Disbursement review. Responded to third party inquiries.
10/25/14	15092	Jeffrey Rosenberg	2.40	\$ 1,704.00	Review of emails and documentation. Review of repudiation notices.
10/26/14	15092	Jeffrey Rosenberg	5.10	\$ 3,621.00	Work on real estate matters. Work on disbursements. Work on creditor matters. Work on third party lenders matters. Review of competition materials.
10/26/14	15532	Jodi Porepa	3.40	\$ 2,227.00	Review and prepare documentation [REDACTED]
TOTAL			172.80	\$ 103,090.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 31, 2014
FTI Invoice No. 29001184
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 31, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$102,585.50
Expenses.....	\$22,381.30
Total Fees and Expenses.....	\$124,966.80
HST Registration No. 835718024RT0001	\$6,248.34
Total Amount Due this Period.....	\$131,215.14
Previous Balance Due.....	\$122,115.63
Total Amount Due.....	<u>\$253,330.77</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 31, 2014
FTI Invoice No. 29001184
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 31, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	17.0	\$14,110.00
Jeffrey Rosenberg	Managing Director	\$710.00	60.5	\$42,955.00
Jodi Porepa	Managing Director	\$655.00	44.2	\$28,951.00
Michael Kennedy	Consultant	\$325.00	50.7	\$16,477.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.2	\$23.00
Total Hours and Fees			173.2	\$102,585.50
Business Meals				\$1,530.04
Lodging				\$6,135.20
Other/Miscellaneous				\$40.00
Transportation				\$14,676.06
Total Expenses				\$22,381.30
HST Registration No. 835718024RT0001				\$6,248.34

The Cash Store
436646.0002 - October 31, 2014
Invoice #29001184

Date	TK#	Name	Hours	Amount	Narrative
10/27/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review legal documents. Update on competition matters. Review correspondence.
10/27/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on operational matters. Work on creditor matters. Attend conference call update of various matters. Various conference calls with the company. Review of disbursements. Work on competition matters.
10/27/14	15532	Jodi Porepa	9.20	\$ 6,026.00	Review variance analysis. Discussions in respect of same.
10/27/14	18441	Linda Kelly	0.20	\$ 23.00	Review court report. Update on operational matters.
10/27/14	18003	Michael Kennedy	12.90	\$ 4,192.50	Review disbursements. Responded to third party inquiries. Vendor related matters. Review of documentation. Daily reporting.
10/28/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/28/14	14798	Gregory Watson	3.00	\$ 2,490.00	Update on regulatory matters. Review correspondence. Correspondence regarding competition matters.
10/28/14	15092	Jeffrey Rosenberg	13.50	\$ 9,585.00	Attend management meeting. Work on third party lenders matters. Work on regulatory matters. Work on Title Store matters. Review of cash flow projections.
10/28/14	15532	Jodi Porepa	9.90	\$ 6,484.50	Review [REDACTED] documents. Prepare indices, copies and [REDACTED]
10/28/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Daily reporting. Responded to third party inquiries. Lease reviews. Disbursement review.
10/29/14	14798	Gregory Watson	4.00	\$ 3,320.00	Correspondence regarding regulatory materials. Review regulatory materials. Review correspondence.
10/29/14	15092	Jeffrey Rosenberg	12.80	\$ 9,088.00	Review of budget versus actual cash flow results. Work on revised cash flow projections. Review of disbursements. Review of human resources matters. Work on information technology matters. Work on real estate matters. Work on regulatory matters. Work on [REDACTED] matters. Calls and work with respect to [REDACTED]
10/29/14	15532	Jodi Porepa	9.00	\$ 5,895.00	Review [REDACTED] documents. [REDACTED]
10/29/14	18003	Michael Kennedy	9.60	\$ 3,120.00	Daily reporting. Responded to third party inquiries. Data compilation and review. Disbursement review. Correspondence with accounts payable regarding the same.
10/30/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review court materials. Update regarding regulatory matters.
10/30/14	15092	Jeffrey Rosenberg	12.90	\$ 9,159.00	Work on court reporting matters. Work on operational matters. Work on real estate matters. Work on human resources matters. Work on operational matters. Work on supplier matters. work on Title Store matters. [REDACTED]. Work on regulatory matters.
10/30/14	15532	Jodi Porepa	9.80	\$ 6,419.00	Review [REDACTED] documents. Prepare indices, copies and facilitate transfer [REDACTED]
10/30/14	18003	Michael Kennedy	9.90	\$ 3,217.50	Daily reporting. Data compilation and review. Disbursement and payables review. Correspondence with accounts payable regarding the same. Responded to third party inquiries. Lease disclaimer matters.
10/31/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/31/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review correspondence. Update on [REDACTED]
10/31/14	15092	Jeffrey Rosenberg	7.60	\$ 5,396.00	Work on competition matters. Work on operational matters. Work on repudiation matters. Review of disbursements. Work on human resources matters. Work [REDACTED]. Work on branch [REDACTED]. Work on real estate matters. [REDACTED]. Review of creditor matters.
10/31/14	15532	Jodi Porepa	6.30	\$ 4,126.50	Review [REDACTED] documents. Prepare indices. [REDACTED] documents for [REDACTED]
10/31/14	18003	Michael Kennedy	10.10	\$ 3,282.50	Daily reporting. Lease disclaimer correspondence and review. Disbursement reviews. Data compilation and review. Responded to third party inquiries.
TOTAL			173.20	\$ 102,585.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

November 12, 2014
FTI Invoice No. 29001200
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 9, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$111,653.00
Expenses.....	\$4,231.77
Total Fees and Expenses.....	\$115,884.77
HST Registration No. 835718024RT0001	\$5,794.24
Total Amount Due this Period.....	\$121,679.01
Previous Balance Due.....	\$131,215.14
Total Amount Due.....	<u>\$252,894.15</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

November 12, 2014
FTI Invoice No. 29001200
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through November 9, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	18.0	\$14,940.00
Jeffrey Rosenberg	Managing Director	\$710.00	77.2	\$54,812.00
Jodi Porepa	Managing Director	\$655.00	39.4	\$25,807.00
Craig Munro	Managing Director	\$655.00	0.5	\$327.50
Michael Kennedy	Consultant	\$325.00	48.3	\$15,697.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			184.0	\$111,653.00
Business Meals				\$386.69
Lodging				\$1,365.79
Other/Miscellaneous				\$27.81
Transportation				\$2,451.48
Total Expenses				\$4,231.77
HST Registration No. 835718024RT0001				\$5,794.24

The Cash Store
436646.0002 - November 9, 2014
Invoice #29001200

Date	TK#	Name	Hours	Amount	Narrative
11/01/14	15092	Jeffrey Rosenberg	2.40	\$ 1,704.00	Work on human resource matters. Work on real estate matters. Review of correspondence.
11/02/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
11/02/14	15092	Jeffrey Rosenberg	2.50	\$ 1,775.00	Work on human resource matters. Attend calls regarding the same. Review of emails and correspondence.
11/03/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
11/03/14	14798	Gregory Watson	5.00	\$ 4,150.00	Work on litigation matters. Attended call on competition matters. Review court materials.
11/03/14	15092	Jeffrey Rosenberg	14.10	\$ 10,011.00	Work on [REDACTED] matters. Work on human resource matters. Work on information technology matters. Work on regulatory matters. Work on [REDACTED] matters. Work on real estate matters. Attend update conference call. Work on [REDACTED] matters. Review of sale matters. Review of disbursements.
11/03/14	15532	Jodi Porepa	7.20	\$ 4,716.00	Review archived [REDACTED]. Review information [REDACTED]. Review other correspondence.
11/03/14	18003	Michael Kennedy	12.30	\$ 3,997.50	Responded to third party inquiries. Data compilation and review. Disbursement review. Daily reporting. Branch closure calls and meetings.
11/04/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court materials. Review legal documents. Update on competition matters.
11/04/14	15092	Jeffrey Rosenberg	12.80	\$ 9,088.00	Review of [REDACTED]. Work on actual versus budget summary. Work on cash flow projections. Work on court reporting matters. Work on [REDACTED]. Work on operational [REDACTED]. Review of disbursements.
11/04/14	15532	Jodi Porepa	6.50	\$ 4,257.50	Review archived [REDACTED]. Review information [REDACTED]. Discussion with [REDACTED]. Follow up with company regarding information requests.
11/04/14	18003	Michael Kennedy	9.20	\$ 2,990.00	Data compilation and review of summary. Daily reporting. Responded to third party inquiries. Disbursement review.
11/05/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review of competition matters. Correspondence regarding litigation.
11/05/14	15092	Jeffrey Rosenberg	13.50	\$ 9,585.00	Work on actual versus budget reporting. Work on cash flow projections. Work on human resource matters. Work on information technology matters. Work on operational matters. Work on [REDACTED] analysis. Work on competition matters.
11/05/14	15532	Jodi Porepa	8.60	\$ 5,633.00	Review [REDACTED]. Review [REDACTED]. Prepare information requests for the company. Correspondence regarding the same.
11/05/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Review daily reporting. Disbursement review. Responded to third party inquiries. Branch closure summary review.
11/06/14	20283	Craig Munro	0.50	\$ 327.50	Review court [REDACTED]
11/06/14	14798	Gregory Watson	3.00	\$ 2,490.00	Update on competition matters and attended calls regarding the same.
11/06/14	15092	Jeffrey Rosenberg	12.40	\$ 8,804.00	Work on competition matters. Work on real estate matters. Work on human resource matters. Work on real estate matters. Review of disbursements. Work on operational matters.
11/06/14	15532	Jodi Porepa	10.90	\$ 7,139.50	Review [REDACTED] documentation. Review [REDACTED]. Status update. Call with Osler. Follow up regarding [REDACTED] materials.
11/06/14	18003	Michael Kennedy	8.90	\$ 2,892.50	[REDACTED] Responded to third party inquiries. Daily reporting. Review of company correspondence.
11/07/14	14798	Gregory Watson	3.00	\$ 2,490.00	Attended calls regarding [REDACTED]. Review competition matters.
11/07/14	15092	Jeffrey Rosenberg	9.10	\$ 6,461.00	Attended update call regarding various matters. Attend competition matter calls and work with respect to the same. Work on human resource matters. Review of disbursements. Review of cash flow projections.
11/07/14	15532	Jodi Porepa	6.20	\$ 4,061.00	Review and finalize documents for [REDACTED]. Discussion with Osler. Review [REDACTED] archives. Work on information requests with the company.
11/07/14	18003	Michael Kennedy	9.80	\$ 3,185.00	Responded to third party inquiries. Disbursement review. Data compilation and review of summary. Review of company correspondence.
11/08/14	15092	Jeffrey Rosenberg	5.30	\$ 3,763.00	Work on competition matters. Work on cash flow projections. Review of correspondence.
11/09/14	15092	Jeffrey Rosenberg	5.10	\$ 3,621.00	Review of cash flow matters. Work on human resource matters. Review of competition matters. Review disbursements.
TOTAL			184.00	\$ 111,653.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

November 21, 2014
FTI Invoice No. 29001205
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 16, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$102,432.00
Expenses.....	<u>\$10,504.73</u>
Total Fees and Expenses.....	\$112,936.73
HST Registration No. 835718024RT0001	<u>\$5,646.84</u>
Total Amount Due this Period.....	\$118,583.57
Previous Balance Due.....	<u>\$252,894.15</u>
Total Amount Due.....	<u>\$371,477.72</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

November 21, 2014
FTI Invoice No. 29001205
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through November 16, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	20.0	\$16,600.00
Jeffrey Rosenberg	Managing Director	\$710.00	72.0	\$51,120.00
Jodi Porepa	Managing Director	\$655.00	25.6	\$16,768.00
Michael Kennedy	Consultant	\$325.00	55.0	\$17,875.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			173.2	\$102,432.00

Business Meals	\$1,107.27
Lodging	\$1,897.34
Transportation	\$7,500.12
Total Expenses	\$10,504.73

HST Registration No. 835718024RT0001 **\$5,646.84**

The Cash Store
436646.0002 - November 16, 2014
Invoice #29001205

Date	TK#	Name	Hours	Amount	Narrative
11/10/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of litigation matters. Review correspondence. Review court materials.
11/10/14	15092	Jeffrey Rosenberg	12.30	\$ 8,733.00	Work on competition matters. Work on cash flow projections. Review of disbursements. Attend various update calls. Work on court report.
11/10/14	15532	Jodi Porepa	3.10	\$ 2,030.50	Review and preparation for court report. Review Osler responses. Review [REDACTED]
11/10/14	18003	Michael Kennedy	12.50	\$ 4,062.50	Daily reporting and reconciliation. Review of [REDACTED] Disbursement review. Responded to third party inquiries.
11/11/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
11/11/14	14798	Gregory Watson	4.00	\$ 3,320.00	Attended calls regarding creditor matters. Review court materials. Review correspondence.
11/11/14	15092	Jeffrey Rosenberg	14.20	\$ 10,082.00	Review of [REDACTED]. Work on actual versus budget cash flow. Work on cash flow projections. Work on court reporting matters. [REDACTED] Review of creditor matters and correspondence.
11/11/14	15532	Jodi Porepa	3.00	\$ 1,965.00	Preparation for court report.
11/11/14	18003	Michael Kennedy	9.40	\$ 3,055.00	[REDACTED]. Review of documentation. Responded to third party inquiries. Disbursement review.
11/12/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
11/12/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of litigation matters and correspondence regarding the same.
11/12/14	15092	Jeffrey Rosenberg	13.50	\$ 9,585.00	Work on actual versus budget. Work on cash flow projections. Work on human resource matters. Work on information technology matters. Work on operational matters. Work on real estate matters.
11/12/14	15532	Jodi Porepa	7.90	\$ 5,174.50	Review [REDACTED]. Review [REDACTED] documents to be sent to [REDACTED]
11/12/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Review of [REDACTED]. Responded to third party inquiries. Disbursement review. Daily reporting and reconciliation.
11/13/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review of litigation matters. Review court materials. Update regarding sale matters.
11/13/14	15092	Jeffrey Rosenberg	12.40	\$ 8,804.00	Work on competition matters. Work on real estate matters. Work on human resource matters. Work on [REDACTED] matters. Review of disbursements. Work on operational matters. Review of information technology matters. Work on transitional service matters with the company. Work on creditor matters.
11/13/14	15532	Jodi Porepa	8.10	\$ 5,305.50	Prepare court report materials. Review [REDACTED]
11/13/14	18003	Michael Kennedy	8.80	\$ 2,860.00	[REDACTED] Responded to third party inquiries. Review of documentation. Disbursement review.
11/14/14	14798	Gregory Watson	4.00	\$ 3,320.00	Attended calls regarding court filing. Review court documents. General file updates.
11/14/14	15092	Jeffrey Rosenberg	9.10	\$ 6,461.00	Attend update call regarding various matters. Attend call regarding court report. Work on human resource matters. Review of disbursements. Review of cash flow projections. Work on materials for court report.
11/14/14	15532	Jodi Porepa	3.50	\$ 2,292.50	Review of court materials. [REDACTED] Correspondence regarding court matters.
11/14/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Review court materials. [REDACTED] Responded to third party inquires. Correspondence regarding payables matters. Work on operational matters.
11/15/14	15092	Jeffrey Rosenberg	5.30	\$ 3,763.00	Work on sales process. Work on court report. Review materials for court appearance. Review repudiation notices.
11/15/14	18003	Michael Kennedy	4.00	\$ 1,300.00	Compiled information and edited court materials.
11/16/14	15092	Jeffrey Rosenberg	5.20	\$ 3,692.00	Attend conference call regarding secondary sales process. Work on court report. Work on sale process matters.
11/16/14	18003	Michael Kennedy	3.90	\$ 1,267.50	[REDACTED] edited court materials. Work on operational matters. Review disbursements.
TOTAL			173.20	\$ 102,432.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

November 27, 2014
FTI Invoice No. 29001207
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 23, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$83,605.50
Expenses.....	\$26,258.67
Total Fees and Expenses.....	\$109,864.17
HST Registration No. 835718024RT0001	\$5,493.21
Total Amount Due this Period.....	\$115,357.38
Previous Balance Due.....	\$240,262.58
Total Amount Due.....	<u>\$355,619.96</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

November 27, 2014
FTI Invoice No. 29001207
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through November 23, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	2.0	\$1,660.00
Jeffrey Rosenberg	Managing Director	\$710.00	72.4	\$51,404.00
Jodi Porepa	Managing Director	\$655.00	22.7	\$14,868.50
Michael Kennedy	Consultant	\$325.00	47.8	\$15,535.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			146.1	\$83,605.50
Business Meals				\$1,821.25
Lodging				\$7,015.89
Other/Miscellaneous				\$40.00
Transportation				\$17,381.53
Total Expenses				\$26,258.67
HST Registration No. 835718024RT0001				\$5,493.21

The Cash Store
436646.0002 - November 23, 2014
Invoice #29001207

Date	TK#	Name	Hours	Amount	Narrative
11/17/14	15092	Jeffrey Rosenberg	14.50	\$ 10,295.00	Work on [REDACTED] Review of disbursements. Work on human resource issues. Work on operational issues. Work on [REDACTED] Work on court report.
11/17/14	18003	Michael Kennedy	12.80	\$ 4,160.00	Disbursement review. Responded to third party inquiries. Daily reporting. Work on various vendor issues. Review of court materials. Work on operational matters.
11/18/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
11/18/14	15092	Jeffrey Rosenberg	14.20	\$ 10,082.00	Work on actual versus budget reporting. Work on cash flow projections. Work on court report and review of materials. Work on real estate matters. Work on creditor matters. Work on operational matters. Review of disbursements.
11/18/14	15532	Jodi Porepa	6.50	\$ 4,257.50	Review documents prepared [REDACTED] Review updated reports and motion material.
11/18/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Review of court materials. Daily reporting. Disbursement review. Responded to third party inquiries.
11/19/14	15092	Jeffrey Rosenberg	13.50	\$ 9,585.00	Work on actual versus budget reporting. Work on cash flow projections. Work on human resource matters. Work on information technology matters. Work on operational matters. Work on real estate matters. Work on court report. Work on third party lender matters. Review of [REDACTED] matters. Work on competition matters.
11/19/14	15532	Jodi Porepa	5.20	\$ 3,406.00	Review documents for court report. Discussions with Osler. Review [REDACTED] documents.
11/19/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
11/19/14	18003	Michael Kennedy	8.40	\$ 2,730.00	Review company [REDACTED] Review court materials. Disbursement review. Daily reporting. Responded to third party inquiries.
11/20/14	15092	Jeffrey Rosenberg	12.40	\$ 8,804.00	Work on competition matters. Review of real estate matters. Work on human resource matters. Review of disbursements. Work on operational matters. Work on information technology matters. Work on transitional services matters with the company. Work on creditor matters.
11/20/14	15532	Jodi Porepa	5.10	\$ 3,340.50	Review materials for next court appearance. Provide updated details and comments. Review correspondence.
11/20/14	18003	Michael Kennedy	8.90	\$ 2,892.50	Review court documentation. Daily reporting. Disbursement review. Responded to third party inquiries.
11/21/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
11/21/14	14798	Gregory Watson	2.00	\$ 1,660.00	Review court materials. Update on regulatory issues.
11/21/14	15092	Jeffrey Rosenberg	9.10	\$ 6,461.00	Attended court. [REDACTED] Work on [REDACTED] matters. Review of regulatory matters. Work on competition matters. Review of disbursements.
11/21/14	15532	Jodi Porepa	5.90	\$ 3,864.50	Review materials for next court appearance. Provide updated details and comments. [REDACTED] Review documents. Discussions with Osler.
11/21/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
11/21/14	18003	Michael Kennedy	8.60	\$ 2,795.00	Responded to third party inquiries. Disbursement review. Daily reporting. Location summary and review of current closures.
11/22/14	15092	Jeffrey Rosenberg	4.20	\$ 2,982.00	Work on real estate matters. Work on competition matters. Review of creditor matters.
11/23/14	15092	Jeffrey Rosenberg	4.50	\$ 3,195.00	Review of correspondence. Work on real estate matters. Work on competition matters.
TOTAL			146.10	\$ 83,605.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

November 30, 2014
FTI Invoice No. 29001212
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through November 30, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$98,784.50
Expenses.....	\$0.00
Total Fees and Expenses.....	\$98,784.50
HST Registration No. 835718024RT0001	\$4,939.23
Total Amount Due this Period.....	\$103,723.73
 Previous Balance Due.....	 \$233,940.95
 Total Amount Due.....	 <u>\$337,664.68</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

November 30, 2014
FTI Invoice No. 29001212
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through November 30, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	18.0	\$14,940.00
Jeffrey Rosenberg	Managing Director	\$710.00	67.6	\$47,996.00
Jodi Porepa	Managing Director	\$655.00	31.1	\$20,370.50
Michael Kennedy	Consultant	\$325.00	47.2	\$15,340.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			165.1	\$98,784.50

HST Registration No. 835718024RT0001

\$4,939.23

The Cash Store
436646.0002 - November 30, 2014
Invoice #29001212

Date	TK#	Name	Hours	Amount	Narrative
11/24/14	15092	Jeffrey Rosenberg	14.20	\$ 10,082.00	Review of disbursements. Work on human resource issues. Work on operational issues. Work on branch closure issues. Work on third party lender matters. Work on [REDACTED] matters. Work on DIP funding matters.
11/24/14	15532	Jodi Porepa	5.50	\$ 3,602.50	Review motion material and reports. Follow up correspondence regarding the same.
11/24/14	18441	Linda Kelly	0.40	\$ 46.00	File administration.
11/24/14	18003	Michael Kennedy	12.30	\$ 3,997.50	Daily reporting. [REDACTED]. Responded to third party inquiries. Disbursement reviews. Branch [REDACTED]
11/25/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
11/25/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review litigation matters. [REDACTED]. Review regulatory matters.
11/25/14	15092	Jeffrey Rosenberg	14.00	\$ 9,940.00	Litigation matters. Review of disbursements. Review of actual versus budget reporting. Attended management meeting. Work on human resource matters. Work on regulatory matters. Work on repudiation matters. Work on third party lender matters.
11/25/14	15532	Jodi Porepa	3.50	\$ 2,292.50	Status update. Attend [REDACTED] Lease discussion and review.
11/25/14	18441	Linda Kelly	0.20	\$ 23.00	File administration.
11/25/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Daily reporting. Disbursement review. Correspondence with accounts payable regarding the same. Review of vendor issues. Responded to third party inquiries.
11/26/14	14798	Gregory Watson	5.00	\$ 4,150.00	Attended call regarding litigation matters. Update on third party lender matters and correspondence regarding the same. Review court materials.
11/26/14	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on actual versus budget reporting. Work on revised cash flow projections. Work on litigation matters. Work on third party lender matters. Work on human resource matters. Work on operational matters. Review of disbursements. Work on court report.
11/26/14	15532	Jodi Porepa	7.00	\$ 4,585.00	Review interest. Review lease details. Follow up with the company regarding the same. Review and prepare court materials. Responded to inquiries. Review [REDACTED]
11/26/14	18003	Michael Kennedy	9.10	\$ 2,957.50	Branch closure [REDACTED]. Review of court materials. Daily reporting. Disbursement review. Responded to third party inquiries.
11/27/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
11/27/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review court materials. Update regarding litigation matters.
11/27/14	15092	Jeffrey Rosenberg	10.70	\$ 7,597.00	Work on supplemental court report. Review of disbursements. [REDACTED] Work on third party lender matters. Work on litigation matters.
11/27/14	15532	Jodi Porepa	8.90	\$ 5,829.50	Follow up on [REDACTED] inquiries. Review and prepare lease and [REDACTED]
11/27/14	18003	Michael Kennedy	8.30	\$ 2,697.50	Daily reporting. Responded to third party inquiries. Disbursement review. Review of vendor related issues.
11/28/14	14798	Gregory Watson	5.00	\$ 4,150.00	Review court materials. Work on third party lender matters. Review correspondence.
11/28/14	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Work on human resource matters. Review of disbursements. Work on real estate matters. Work on operational matters. Work on court materials.
11/28/14	15532	Jodi Porepa	6.20	\$ 4,061.00	Review and prepare lease [REDACTED]. Review reports. Review motion materials.
11/28/14	18003	Michael Kennedy	9.20	\$ 2,990.00	Daily reporting. Vendor follow up and review. Disbursement review. Review of cash flow. Correspondence with accounts payable regarding the same. Responded to third party inquiries.
11/29/14	15092	Jeffrey Rosenberg	2.30	\$ 1,633.00	Review of correspondence. Work on human resource matters.
11/30/14	15092	Jeffrey Rosenberg	4.40	\$ 3,124.00	Review of disbursements. Work on third party lender matters. Work on lease extension matters.
TOTAL			165.10	\$ 98,784.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

December 11, 2014
FTI Invoice No. 29001241
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 7, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$87,057.00
Expenses.....	\$21,113.05
Total Fees and Expenses.....	\$108,170.05
HST Registration No. 835718024RT0001	\$5,408.50
Total Amount Due this Period.....	\$113,578.55
Previous Balance Due.....	\$337,664.68
Total Amount Due.....	<u>\$451,243.23</u>

Please Wire Transfer To:

**Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715**



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

December 11, 2014
FTI Invoice No. 29001241
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through December 7, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	19.0	\$15,770.00
Jeffrey Rosenberg	Managing Director	\$710.00	48.5	\$34,435.00
Jodi Porepa	Managing Director	\$655.00	32.2	\$21,091.00
Michael Kennedy	Consultant	\$325.00	48.0	\$15,600.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.8	\$92.00
Total Hours and Fees			149.1	\$87,057.00
Business Meals				\$1,941.13
Telephone				\$47.57
Supplies				\$59.99
Lodging				\$5,055.14
Other/Miscellaneous				\$65.00
Transportation				\$13,944.22
Total Expenses				\$21,113.05

HST Registration No. 835718024RT0001

\$5,408.50

The Cash Store
436646.0002 - December 7, 2014
Invoice #29001241

Date	TK#	Name	Hours	Amount	Narrative
12/01/14	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
12/01/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review third party lender matters and correspondence regarding the same. Correspondence regarding additional DIP funding. Review court materials.
12/01/14	15092	Jeffrey Rosenberg	9.70	\$ 6,887.00	Review of disbursements. Work on third party lender matters. Work on information technology matters. Review of [REDACTED] Review of court materials. Work on real estate matters. Attend various conference calls. Work on [REDACTED] issues. Work on DIP funding matters. Work on actual versus budget results.
12/01/14	15532	Jodi Porepa	4.50	\$ 2,947.50	Review information provided by the company. Follow up [REDACTED]
12/01/14	18441	Linda Kelly	0.30	\$ 34.50	File administration.
12/01/14	18003	Michael Kennedy	12.90	\$ 4,192.50	Daily reporting. Review of disbursements. Responded to third party inquiries. Review of current branch payables. Work on operational matters. Review cash flow materials.
12/02/14	14798	Gregory Watson	3.00	\$ 2,490.00	Correspondence regarding litigation matters. Attended calls regarding DIP funding and correspondence regarding the same.
12/02/14	15092	Jeffrey Rosenberg	11.30	\$ 8,023.00	Work on actual versus budget report. Work on cash flow projections. Calls with Osler regarding DIP funding matters. Work on real estate matters. Work on operational matters. Work on competition matters.
12/02/14	15532	Jodi Porepa	5.50	\$ 3,602.50	Review of motion materials. Review information provided by the company.
12/02/14	18003	Michael Kennedy	8.70	\$ 2,827.50	Daily reporting. Disbursement review. Responded to third party inquiries. Correspondence with accounts payable regarding the same. Branch listing review.
12/03/14	14798	Gregory Watson	2.00	\$ 1,660.00	Attended calls regarding litigation matters. Review third party lender matters.
12/03/14	15092	Jeffrey Rosenberg	12.30	\$ 8,733.00	Work on actual versus budget reporting. Work on revised cash flow projections. Review of disbursements. Work on third party lender matters. Work on information technology matters. Work with respect to litigation matters. Review of competition matters.
12/03/14	15532	Jodi Porepa	8.60	\$ 5,633.00	Discussions with the company in respect of same. Review information provided by the company.
12/03/14	18441	Linda Kelly	0.50	\$ 57.50	File administration.
12/03/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Daily reporting. Review of disbursements. Responded to third party inquiries. Correspondence with accounts payable.
12/04/14	14798	Gregory Watson	8.00	\$ 6,640.00	Review DIP funding materials and correspondence regarding the same. Correspondence regarding third party lender matters. Review litigation materials.
12/04/14	15092	Jeffrey Rosenberg	8.00	\$ 5,680.00	Work on DIP funding matters. Review of disbursements. Work on actual versus budget reporting. Work on cash flow projections. Review of competition matters. Work on operational matters. Work on human resource matters. Work on information technology matters.
12/04/14	15532	Jodi Porepa	6.80	\$ 4,454.00	Review of cure costs. Discussions in respect of same. Follow up on inquiries. Discussions in respect of same. Review [REDACTED] requests and prepare in respect of same.
12/04/14	18003	Michael Kennedy	8.80	\$ 2,860.00	[REDACTED] Disbursement review. [REDACTED] Review of company documentation. Review of [REDACTED]
12/05/14	14798	Gregory Watson	2.00	\$ 1,660.00	Updates regarding litigation and third party lender matters.
12/05/14	15092	Jeffrey Rosenberg	4.50	\$ 3,195.00	Work on human resource matters. Review of disbursements. Work on operational matters and calls regarding the same. Work on third party lender matters. Work on litigation matters.
12/05/14	15532	Jodi Porepa	6.80	\$ 4,454.00	[REDACTED]. Follow up with the company. Prepare for meeting [REDACTED] Follow up with the company regarding the same.
12/05/14	18003	Michael Kennedy	9.10	\$ 2,957.50	[REDACTED] Review of payments. Correspondence with accounts payable regarding the same. Review of cash position. Responded to third party inquiries.
12/07/14	15092	Jeffrey Rosenberg	2.70	\$ 1,917.00	Review of disbursements and correspondence.
TOTAL			149.10	\$ 87,057.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

December 17, 2014
FTI Invoice No. 29001244
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 14, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$103,036.50
Expenses.....	<u>\$5,932.56</u>
Total Fees and Expenses.....	\$108,969.06
HST Registration No. 835718024RT0001	<u>\$5,448.45</u>
Total Amount Due this Period.....	\$114,417.51
Previous Balance Due.....	<u>\$113,578.55</u>
Total Amount Due.....	<u>\$227,996.06</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

December 17, 2014
FTI Invoice No. 29001244
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through December 14, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	15.0	\$12,450.00
Jeffrey Rosenberg	Managing Director	\$710.00	64.6	\$45,866.00
Jodi Porepa	Managing Director	\$655.00	44.8	\$29,344.00
Michael Kennedy	Consultant	\$325.00	47.1	\$15,307.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			172.1	\$103,036.50
Business Meals				\$716.53
Lodging				\$1,537.15
Transportation				\$3,678.88
Total Expenses				\$5,932.56
HST Registration No. 835718024RT0001				\$5,448.45

The Cash Store
436646.0002 - December 14, 2014
Invoice #29001244

Date	TK#	Name	Hours	Amount	Narrative
12/08/14	15092	Jeffrey Rosenberg	13.60	\$ 9,656.00	Review of disbursements. Review of [REDACTED]. Review of court materials. Work on real estate matters. Attend various conference calls regarding the same. [REDACTED] Work on litigation matters.
12/08/14	15532	Jodi Porepa	9.40	\$ 6,157.00	Prepare information and materials [REDACTED] Review correspondence. Follow up with the company regarding the same.
12/08/14	18003	Michael Kennedy	12.70	\$ 4,127.50	Daily reporting. Responded to third party inquiries. Disbursement review. Work on vendor related matters. Correspondence regarding operational issues.
12/09/14	14798	Gregory Watson	8.00	\$ 6,640.00	Attended calls regarding DIP funding matters. Update and correspondence pertaining to competition matters. Review transfers at under value materials. Review litigation correspondence.
12/09/14	15092	Jeffrey Rosenberg	12.70	\$ 9,017.00	Work on actual versus budget cash flow reporting. Work on cash flow projections. Calls with Osler regarding DIP funding matters. Work on real estate matters. Work on operational matters. Work on competition matters. Attend management meeting [REDACTED]
12/09/14	15532	Jodi Porepa	9.20	\$ 6,026.00	[REDACTED] Discussions in respect of the same. Review transfers at under value and preferences work. Review [REDACTED] motion material. Follow up in respect of the same.
12/09/14	18003	Michael Kennedy	8.50	\$ 2,762.50	Daily reporting and reconciliation. Disbursement review. Review of cash flow and payments. Responded to third party inquiries.
12/10/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
12/10/14	14798	Gregory Watson	4.00	\$ 3,320.00	[REDACTED]. Review litigation materials and correspondence regarding the same.
12/10/14	15092	Jeffrey Rosenberg	13.80	\$ 9,798.00	Work on actual versus budget cash flow reporting. Work on revised cash flow projections. Review of disbursements. Work on third party lender matters. Work on information technology matters. Work with respect to litigation matters. Work on competition matters. Attend various meetings regarding the same.
12/10/14	15532	Jodi Porepa	9.50	\$ 6,222.50	[REDACTED] Follow up in respect of same. Discussions with company management. Prepare further information regarding the same.
12/10/14	18003	Michael Kennedy	8.70	\$ 2,827.50	Daily reporting and reconciliation. Responded to third party inquiries. Disbursement review. Review company documentation. Review operational [REDACTED].
12/11/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
12/11/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review DIP funding materials. Update regarding regulatory matters.
12/11/14	15092	Jeffrey Rosenberg	14.10	\$ 10,011.00	Work on DIP funding matters. Review of disbursements. Work on competition matters. Work on operational matters. Work on lease matters. Work on human resource matters. Work on information technology matters. Work on regulatory matters. Attend various meetings.
12/11/14	15532	Jodi Porepa	9.30	\$ 6,091.50	Work on transition related materials. [REDACTED] Work with company on information requests. Review correspondence.
12/11/14	18003	Michael Kennedy	9.90	\$ 3,217.50	Daily reporting and reconciliations. Disbursement review. Responded to third party inquiries. Review of company documents. Work on branch related matters.
12/12/14	15092	Jeffrey Rosenberg	8.00	\$ 5,680.00	Review of disbursements. Work on human resource matters. Work on operational matters. Work on real estate matters.
12/12/14	15532	Jodi Porepa	7.40	\$ 4,847.00	[REDACTED] Follow up in respect of the same. Review of cure cost summary. Discussions with company management. Prepare transition-related items.
12/12/14	18003	Michael Kennedy	7.30	\$ 2,372.50	Review daily cash reporting. Correspondence with accounts payable regarding disbursements. Responded to third party inquiries. Complete lease reconciliation for review.
12/14/14	15092	Jeffrey Rosenberg	2.40	\$ 1,704.00	Review of correspondence and various matters. Work on human resources matters.
TOTAL			172.10	\$ 103,036.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

December 24, 2014
FTI Invoice No. 29001247
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 21, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$61,621.00
Expenses.....	<u>\$6,223.38</u>
Total Fees and Expenses.....	\$67,844.38
HST Registration No. 835718024RT0001	<u>\$3,392.22</u>
Total Amount Due this Period.....	\$71,236.60
Total Amount Due.....	<u>\$71,236.60</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FPI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

December 24, 2014
FTI Invoice No. 29001247
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through December 21, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	15.0	\$12,450.00
Jeffrey Rosenberg	Managing Director	\$710.00	45.7	\$32,447.00
Jodi Porepa	Managing Director	\$655.00	3.0	\$1,965.00
Michael Kennedy	Consultant	\$325.00	45.2	\$14,690.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			109.5	\$61,621.00
Business Meals				\$310.18
Lodging				\$1,662.78
Other/Miscellaneous				\$20.00
Transportation				\$4,230.42
Total Expenses				\$6,223.38
HST Registration No. 835718024RT0001				\$3,392.22

The Cash Store
436646.0002 - December 21, 2014
Invoice #29001247

Date	TK#	Name	Hours	Amount	Narrative
12/15/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review litigation matters. Correspondence regarding regulatory matters.
12/15/14	15092	Jeffrey Rosenberg	11.40	\$ 8,094.00	Review of disbursements. Review of [REDACTED] Work on real estate matters. Attend various conference calls. [REDACTED] Work on litigation matters. Work on creditor matters. Work on regulatory matters. [REDACTED]
12/15/14	15532	Jodi Porepa	1.10	\$ 720.50	Call to deal with company documents. Coordinating [REDACTED]. Follow up [REDACTED].
12/15/14	18003	Michael Kennedy	13.50	\$ 4,387.50	Daily reporting and reconciliation. Disbursement review. Correspondence with accounts payable regarding the same. Responded to third party inquiries. Review of [REDACTED]
12/16/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
12/16/14	14798	Gregory Watson	3.00	\$ 2,490.00	Attended call regarding DIP funding matters. Review and correspondence regarding third party lender matters.
12/16/14	15092	Jeffrey Rosenberg	11.20	\$ 7,952.00	Work on actual versus budget results. Work on cash flow projections. Calls with Osler regarding DIP funding matters. Work on real estate matters. Work on operational matters. Work on competition matters. Attend company management meeting. Work on third party lender matters.
12/16/14	18003	Michael Kennedy	8.10	\$ 2,632.50	Daily reporting and reconciliation. Disbursement reviews. Responded to third party inquiries. Review of [REDACTED]
12/17/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
12/17/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review litigation matters. Review third party lender matters. Review correspondence.
12/17/14	15092	Jeffrey Rosenberg	8.60	\$ 6,106.00	Work on actual versus budget results. Work on revised cash flow projections. Review of disbursements. Work on third party lender matters. Work on information technology matters. Work with respect to litigation matters. Work on competition matters. Attend various meetings. [REDACTED] Work on reporting matters [REDACTED]
12/17/14	15532	Jodi Porepa	0.50	\$ 327.50	Coordinating follow up of company documents. Following up [REDACTED]
12/17/14	18003	Michael Kennedy	8.20	\$ 2,665.00	Complete daily reporting. Responded to third party inquiries. Work on vendor related matters. Disbursement review. Review report reconciliation.
12/18/14	14798	Gregory Watson	3.00	\$ 2,490.00	Review litigation matters. Correspondence regarding regulatory matters. Review DIP funding materials.
12/18/14	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Review of disbursements. Review of competition matters. Work on operational matters. Work on lease matters. Work on human resource matters. Work on information technology matters. Work on regulatory matters. Review of Asset Purchase Agreements. Work on accounts receivable. Review of DIP matters.
12/18/14	15532	Jodi Porepa	0.80	\$ 524.00	Discussion with Osler regarding [REDACTED]
12/18/14	18003	Michael Kennedy	9.20	\$ 2,990.00	Complete daily reporting and reconciliation. Disbursement review. Responded to third party inquiries. [REDACTED] inquiries and follow up regarding the same. Review of [REDACTED] various landlords.
12/19/14	14798	Gregory Watson	3.00	\$ 2,490.00	Litigation material follow up and correspondence regarding the same.
12/19/14	15092	Jeffrey Rosenberg	6.20	\$ 4,402.00	Review of disbursements. Work on human resource matters. Work on operational matters. Work on real estate matters. Work on disclaimer notices. Work on [REDACTED] issues. Conference call with Osler regarding accounts receivable valuation.
12/19/14	15532	Jodi Porepa	0.60	\$ 393.00	Review correspondence. Follow up with the company regarding information requests.
12/19/14	18003	Michael Kennedy	6.20	\$ 2,015.00	Complete daily reporting and reconciliation. Disbursement review. Responded to third party inquiries.
TOTAL			109.50	\$ 61,821.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

December 31, 2014
FTI Invoice No. 29001252
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through December 31, 2014

	<i>CAD (\$)</i>
Professional Services.....	\$46,307.50
Expenses.....	<u>\$3,364.16</u>
Total Fees and Expenses.....	\$49,671.66
HST Registration No. 835718024RT0001	<u>\$2,483.58</u>
Total Amount Due this Period.....	\$52,155.24
Previous Balance Due.....	<u>\$71,236.60</u>
Total Amount Due.....	<u><u>\$123,391.84</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

December 31, 2014
FTI Invoice No. 29001252
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through December 31, 2014

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	8.0	\$6,640.00
Jeffrey Rosenberg	Managing Director	\$710.00	29.9	\$21,229.00
Jodi Porepa	Managing Director	\$655.00	1.4	\$917.00
Michael Kennedy	Consultant	\$325.00	53.7	\$17,452.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			93.6	\$46,307.50
Business Meals				\$277.26
Lodging				\$895.51
Other/Miscellaneous				\$34.57
Transportation				\$2,156.82
Total Expenses				\$3,364.16
HST Registration No. 835718024RT0001				\$2,483.58

The Cash Store
436646.0002 - December 31, 2014
Invoice #29001252

Date	TK#	Name	Hours	Amount	Narrative
12/22/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review correspondence. Update on litigation matters. Attend calls regarding the same.
12/22/14	15092	Jeffrey Rosenberg	5.10	\$ 3,621.00	Work on [REDACTED] issues. Review of disbursements. Work on information technology matters. Review of correspondence. Attend several conference calls with the company.
12/22/14	18003	Michael Kennedy	12.80	\$ 4,160.00	Review daily reporting. Responded to vendor and creditor inquiries. Disbursement review. Cash report reconciliation. Work on operational matters. Work on branch related matters. Work related to cash flow forecast.
12/23/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
12/23/14	14798	Gregory Watson	4.00	\$ 3,320.00	Review litigation matters. Correspondence regarding the same. Review correspondence.
12/23/14	15092	Jeffrey Rosenberg	5.80	\$ 4,118.00	Work on cash flow projections and actual versus budget results. Work on operational matters. [REDACTED] Attend several conference calls with the company. Work on vendor matters.
12/23/14	15532	Jodi Porepa	1.40	\$ 917.00	Discussion with the company. Review correspondence. Review [REDACTED]
12/23/14	18003	Michael Kennedy	12.90	\$ 4,192.50	Review daily reporting and reconciliation. Disbursement review. Correspondence with accounts payable regarding the same. [REDACTED] creditor inquiries and responses. Work on operational matters.
12/24/14	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
12/24/14	15092	Jeffrey Rosenberg	5.90	\$ 4,189.00	Review of disbursements. Work on operational matters. Work on [REDACTED] matters. Work on human resource matters. Attended several calls with the company. Work on cash flow projections and actual versus budget results.
12/24/14	18003	Michael Kennedy	1.50	\$ 487.50	Prepare daily reporting and reconciliation. Review of disbursements. [REDACTED] Follow up on lease items.
12/29/14	15092	Jeffrey Rosenberg	3.40	\$ 2,414.00	Review of payments. Work on operational matters. Review of DIP funding matters. Work on marketing matters.
12/29/14	18003	Michael Kennedy	12.10	\$ 3,932.50	Prepare daily reporting and update reconciliation. Responded to vendor inquiries. Review of disbursements. Review of cash flow and cash position. Work on branch related matters.
12/30/14	15092	Jeffrey Rosenberg	5.30	\$ 3,763.00	Work on cash flow projections and actual versus budget reporting. Work on operational matters. Attend several conference calls with the company. Work on vendor related matters. Work on information technology matters. Work on supplier matters.
12/30/14	18003	Michael Kennedy	12.20	\$ 3,965.00	Work on daily reports and reconciliation. Disbursement review. Review of cash flow. Responded to third party inquiries. Follow up regarding information technology matters.
12/31/14	15092	Jeffrey Rosenberg	4.40	\$ 3,124.00	Review of disbursements. Work on [REDACTED] matters. Work on human resource matters. Attended several calls with the company. Work on cash flow projections and actual versus budget results. Work on operational matters.
12/31/14	18003	Michael Kennedy	2.20	\$ 715.00	Review of disbursements. Review of cash flow. Report on daily cash reconciliation.
TOTAL			93.60	\$ 46,307.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

January 15, 2015
FTI Invoice No. 29001272
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 11, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$79,302.00
Expenses.....	<u>\$12,590.42</u>
Total Fees and Expenses.....	\$91,892.42
HST Registration No. 835718024RT0001	<u>\$4,594.62</u>
Total Amount Due this Period.....	\$96,487.04
Previous Balance Due.....	<u>\$52,155.24</u>
Total Amount Due.....	<u>\$148,642.28</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

January 15, 2015
FTI Invoice No. 29001272
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through January 11, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	11.0	\$9,130.00
Jeffrey Rosenberg	Managing Director	\$710.00	70.5	\$50,055.00
Jodi Porepa	Managing Director	\$655.00	5.6	\$3,668.00
Michael Kennedy	Consultant	\$325.00	50.4	\$16,380.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			138.1	\$79,302.00
Business Meals				\$756.58
Lodging				\$2,715.45
Other/Miscellaneous				\$20.00
Transportation				\$9,098.39
Total Expenses				\$12,590.42
HST Registration No. 835718024RT0001				\$4,594.62

The Cash Store
436646.0002 - January 11, 2015
Invoice #29001272

Date	TK#	Name	Hours	Amount	Narrative
01/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
01/02/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
01/02/15	15092	Jeffrey Rosenberg	3.20	\$ 2,272.00	Work on supplier matters. Work on operational matters. Review of disbursements. Review of correspondence. Work on creditor matters.
01/02/15	18003	Michael Kennedy	2.10	\$ 682.50	Daily reporting and reconciliation. Responded to third party inquiries. Disbursement review.
01/05/15	14798	Gregory Watson	3.00	\$ 2,490.00	Attendance on calls regarding sale. Review correspondence. Work on litigation matters.
01/05/15	15092	Jeffrey Rosenberg	10.80	\$ 7,668.00	Review of correspondence. Attend [REDACTED]. Review of disbursements. [REDACTED] Attend various calls with the company. Work on operational matters.
01/05/15	15532	Jodi Porepa	2.50	\$ 1,637.50	Update cure costs. Review of the same. Discussions with Osler in respect of the same.
01/05/15	18003	Michael Kennedy	12.50	\$ 4,062.50	Daily reporting and reconciliation. Disbursement review. Follow up on certain vendor inquiries. Returned third party voicemails. Review of cash flow. Work on branch operational matters.
01/06/15	14798	Gregory Watson	4.00	\$ 3,320.00	Review sale materials and correspondence regarding the same. Review correspondence.
01/06/15	15092	Jeffrey Rosenberg	13.90	\$ 9,869.00	Work on actual versus budget reporting. Work on cash flow projections. Work on real estate matters. Review of disbursements. [REDACTED]
01/06/15	15532	Jodi Porepa	0.70	\$ 458.50	Work on human resource matters. Follow up on cure costs.
01/06/15	18003	Michael Kennedy	8.50	\$ 2,762.50	Daily reporting and reconciliation. Disbursement review. Cash flow review. Dealt with multiple vendor issues and followed up regarding the same. Work on branch matters.
01/07/15	14798	Gregory Watson	4.00	\$ 3,320.00	Review litigation matters. Review correspondence. Review [REDACTED]
01/07/15	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on actual versus budget reporting. Work on cash flow projections. Work on human resource issues. Work on [REDACTED] Work on [REDACTED] Work on real estate matters. Work on litigation matters. Work on supplier matters.
01/07/15	15532	Jodi Porepa	1.40	\$ 917.00	Review and finalize [REDACTED]
01/07/15	18003	Michael Kennedy	8.70	\$ 2,827.50	Disbursement review. Cash flow review and payment discussions. Daily reporting and reconciliation. Responded to vendors regarding specific issues. Follow up on issues.
01/08/15	15092	Jeffrey Rosenberg	13.60	\$ 9,656.00	Work on human resource matters. Attend meeting [REDACTED] Review of disbursements. Work on real estate matters. Review of various financial schedules. Work on closing matters.
01/08/15	18003	Michael Kennedy	8.70	\$ 2,827.50	Cash flow review. Disbursement review. Daily reporting and reconciliation. Responded to third party inquiries.
01/09/15	15092	Jeffrey Rosenberg	8.30	\$ 5,893.00	Work on store closure matters. Review of disbursements. Work with respect to [REDACTED] issues. Review of operational matters. [REDACTED]
01/09/15	15532	Jodi Porepa	0.50	\$ 327.50	Follow up on cure costs. Review correspondence.
01/09/15	18003	Michael Kennedy	9.90	\$ 3,217.50	Disbursement review. Cash flow review. Responded to third party inquiries. Confirm projected cash position with the company. Work on information technology matters. Review correspondence.
01/10/15	15092	Jeffrey Rosenberg	4.30	\$ 3,053.00	Work with respect to DIP funding matters. Work on [REDACTED]. Work on various closing matters.
01/11/15	15092	Jeffrey Rosenberg	2.70	\$ 1,917.00	Work on [REDACTED] and other closing matters. Review correspondence.
01/11/15	15532	Jodi Porepa	0.50	\$ 327.50	Review [REDACTED]. Discussion in respect of the same. Update and re-circulate tables.
TOTAL			138.10	\$ 79,302.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

January 23, 2015
FTI Invoice No. 29001280
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 18, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$98,195.50
Expenses.....	<u>\$7,184.66</u>
Total Fees and Expenses.....	\$105,380.16
HST Registration No. 835718024RT0001	<u>\$5,269.01</u>
Total Amount Due this Period.....	\$110,649.17
Previous Balance Due.....	<u>\$148,642.28</u>
Total Amount Due.....	<u>\$259,291.45</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

January 23, 2015
FTI Invoice No. 29001280
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through January 18, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$830.00	17.0	\$14,110.00
Jeffrey Rosenberg	Managing Director	\$710.00	66.9	\$47,499.00
Dustin Olver	Senior Director	\$550.00	37.5	\$20,625.00
Michael Kennedy	Consultant	\$325.00	48.9	\$15,892.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			170.9	\$98,195.50
Business Meals				\$681.02
Lodging				\$1,684.98
Other/Miscellaneous				\$40.00
Transportation				\$4,778.66
Total Expenses				\$7,184.66
HST Registration No. 835718024RT0001				\$5,269.01

The Cash Store
436646.0002 - January 18, 2015
Invoice #29001280

Date	TK#	Name	Hours	Amount	Narrative
01/12/15	14798	Gregory Watson	4.00	\$ 3,320.00	Attended calls regarding sale matters and correspondence regarding the same. Litigation matters. Review line of credit matters.
01/12/15	15092	Jeffrey Rosenberg	11.20	\$ 7,952.00	Review of correspondence. Attend update calls. [REDACTED] [REDACTED] Review of disbursements. Work on cure costs. Attend various calls with the company. Work [REDACTED]. Work [REDACTED] Work on [REDACTED]. Attend calls regarding asset sales.
01/12/15	18003	Michael Kennedy	12.90	\$ 4,192.50	Work on cash reporting and reconciliation. Cash flow review. Disbursement review. Returned third party inquiries. Review sale materials. Work on branch related matters. Work on information technology matters.
01/12/15	17953	Dustin Olver	3.00	\$ 1,650.00	Review of company related documentation and correspondence.
01/13/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
01/13/15	14798	Gregory Watson	5.00	\$ 4,150.00	Review DIP funding matters. Review sale matters. Correspondence regarding the same.
01/13/15	15092	Jeffrey Rosenberg	12.20	\$ 8,662.00	Work on actual versus budget results. Work on cash flow projections. Work on real estate matters. Review of disbursements. Work on [REDACTED] Work on human resource matters. Attend secondary sale call. Attend banking call. Review of closing documents. Work on DIP matters. Work on transitional services agreement.
01/13/15	18003	Michael Kennedy	8.80	\$ 2,860.00	Daily reporting and reconciliation. Disbursement review. Cash flow review. Review of Asset Purchase Agreement pertaining to specific leases. Follow up with management regarding the same.
01/13/15	17953	Dustin Olver	7.60	\$ 4,180.00	[REDACTED] Summarizing [REDACTED] Attend meeting with management, employees, purchaser, and bank to understand current banking and accounting systems.
01/14/15	17953	Dustin Olver	9.60	\$ 5,280.00	Attend meetings with company regarding reporting requirements. Work on banking and accounting requirements. Review of court materials.
01/14/15	14798	Gregory Watson	4.00	\$ 3,320.00	Review sale matters. Correspondence regarding DIP funding matters. Review court materials.
01/14/15	15092	Jeffrey Rosenberg	13.70	\$ 9,727.00	Work on actual versus budget report. Work on cash flow projections. Work on [REDACTED] matters. [REDACTED]. Work on closing matters. Work on transitional services matters. Work on DIP matters. Work on class action matters.
01/14/15	18003	Michael Kennedy	8.80	\$ 2,860.00	Daily reporting and reconciliation. Disbursement review. Cash flow review. Follow up with accounts payable regarding the same. Correspondence with vendors pertaining to specific issues. Review Asset Purchase Agreement.
01/15/15	17953	Dustin Olver	7.80	\$ 4,290.00	Restructuring initiatives and accounting support including documenting [REDACTED] and the various revenue streams generated from the relationship. Met with employees to understand current receivables owing. Trace back receivables and deposits to supporting documents.
01/15/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
01/15/15	15092	Jeffrey Rosenberg	13.40	\$ 9,514.00	Work on Title Store matters. Work on human resource matters. Work on closing matters. Review of disbursements. Work on information technology matters. Work on real estate matters. [REDACTED]. Work on closing matters. Work on Asset Purchase Agreement.
01/15/15	18003	Michael Kennedy	8.50	\$ 2,762.50	Disbursement review. Cash flow matters. Correspondence with accounts payable and finance regarding the same. Returned third party inquiries.
01/16/15	17953	Dustin Olver	9.50	\$ 5,225.00	Review accounting support. Meetings with the company [REDACTED] regarding the reconciliation [REDACTED]. Review of correspondence.
01/16/15	14798	Gregory Watson	4.00	\$ 3,320.00	Review sale matters. Review legal documents and correspondence with counsel regarding the same.
01/16/15	15092	Jeffrey Rosenberg	8.00	\$ 5,680.00	Review of disbursements. Attend calls regarding purchaser. Supplier matters. Work on closing matters. [REDACTED] [REDACTED]
01/16/15	18003	Michael Kennedy	9.90	\$ 3,217.50	Cash flow review. Disbursement review. Returned third party inquiries. Daily reporting and reconciliation.
01/17/15	15092	Jeffrey Rosenberg	3.70	\$ 2,627.00	Work with respect to secondary sale. Review of correspondence. Work on wind down matters.
01/18/15	15092	Jeffrey Rosenberg	4.70	\$ 3,337.00	Work on court materials. Work on cash flow matters. Review of correspondence.
TOTAL			170.90	\$ 98,195.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

January 30, 2015
FTI Invoice No. 29001285
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 25, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$105,539.50
Expenses.....	<u>\$4,801.56</u>
Total Fees and Expenses.....	\$110,341.06
HST Registration No. 835718024RT0001	<u>\$5,517.05</u>
Total Amount Due this Period.....	\$115,858.11
Previous Balance Due.....	<u>\$110,649.17</u>
Total Amount Due.....	<u>\$226,507.28</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

January 30, 2015
FTI Invoice No. 29001285
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through January 25, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	15.0	\$12,600.00
Jeffrey Rosenberg	Managing Director	\$720.00	69.8	\$50,256.00
Dustin Olver	Senior Director	\$565.00	45.0	\$25,425.00
Michael Kennedy	Consultant	\$335.00	50.9	\$17,051.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	1.2	\$138.00
Total Hours and Fees			182.5	\$105,539.50
Business Meals				\$59.05
Lodging				\$563.93
Transportation				\$4,178.58
Total Expenses				\$4,801.56
HST Registration No. 835718024RT0001				\$5,517.05

The Cash Store
436646.0002 - January 25, 2015
Invoice #29001285

Date	TK#	Name	Hours	Amount	Narrative
01/19/15	14798	Gregory Watson	4.00	\$ 3,360.00	Update regarding DIP funding matters. Review court materials. Review sale matters.
01/19/15	15092	Jeffrey Rosenberg	14.10	\$ 10,152.00	Review of [REDACTED] Work on DIP funding matters. Review of disbursements. Review of [REDACTED]. Work on [REDACTED] Asset Purchase Agreements. Attend several meetings regarding store closings.
01/19/15	18441	Linda Kelly	0.50	\$ 57.50	File administration.
01/19/15	18003	Michael Kennedy	12.60	\$ 4,221.00	Daily settlement reporting and reconciliation. Responded to third party inquiries. Disbursement review. Correspondence with accounts payable regarding the same. Review court materials.
01/19/15	17953	Dustin Olver	10.00	\$ 5,650.00	Work on [REDACTED] issues and review related documentation. Account receivable reconciliation. Meetings with company regarding same. [REDACTED]
01/20/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review litigation matters and correspondence regarding the same. Update regarding regulatory matters. Review [REDACTED]
01/20/15	15092	Jeffrey Rosenberg	14.40	\$ 10,368.00	Work on regulatory matters. Attend meetings regarding operations. Information technology matters. Work on litigation matters. Work on sale matters. Review of court documents. Work on [REDACTED]. Work on information technology matters. Work on regulatory matters.
01/20/15	18441	Linda Kelly	0.30	\$ 34.50	File administration.
01/20/15	18003	Michael Kennedy	8.30	\$ 2,780.50	Daily settlement reporting and reconciliation. Disbursement review. Responded to various vendor inquiries. Review [REDACTED]
01/20/15	17953	Dustin Olver	9.00	\$ 5,085.00	Continue work on [REDACTED] issues. Review supporting back up for receivables. Various meetings with staff regarding [REDACTED] supporting documentation, and [REDACTED]. [REDACTED] accounting, treasury, and staffing aspects of the transition. Develop [REDACTED]
01/21/15	17953	Dustin Olver	7.50	\$ 4,237.50	Review supporting back up for [REDACTED] receivables. Meetings with company staff regarding accounting questions. [REDACTED] post close transition process. Develop [REDACTED]
01/21/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
01/21/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review court materials. Work on sale related matters. Review litigation matters.
01/21/15	15092	Jeffrey Rosenberg	14.70	\$ 10,584.00	Work on DIP funding matters. Review of disbursements. Work on budget versus actual reporting. Work on court report. Review of court materials. Work on human resource matters. Work on Title Store matters. Attended various meetings at the company. Work on Asset Purchase Agreement related matters.
01/21/15	18441	Linda Kelly	0.40	\$ 46.00	File administration.
01/21/15	18003	Michael Kennedy	8.50	\$ 2,847.50	Prepare daily cash reporting and reconciliation. Correspondence with the company regarding site closures. Disbursement review. Responded to third party inquiries.
01/22/15	17953	Dustin Olver	9.00	\$ 5,085.00	Review accounts receivable and related backup. Attend various meetings with staff. Work on Money Mart post close transition process.
01/22/15	15092	Jeffrey Rosenberg	12.80	\$ 9,216.00	Work on court reports. Review of disbursements. Work on closing matters. Work on human resource matters. Work on information technology matters. Work on real estate matters. [REDACTED]
01/22/15	18003	Michael Kennedy	8.20	\$ 2,747.00	Review and prepare daily reporting and reconciliation. Disbursement review. Responded to third party inquiries. Branch closure correspondence.
01/23/15	17953	Dustin Olver	9.50	\$ 5,367.50	Review supporting back up for [REDACTED] receivables and agree accounts receivable to support. Discussions regarding same with company staff. Work on Money Mart post close transition process [REDACTED]
01/23/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
01/23/15	14798	Gregory Watson	2.00	\$ 1,680.00	Attended calls regarding DIP funding matters. Review sale material.
01/23/15	15092	Jeffrey Rosenberg	5.30	\$ 3,816.00	Work on creditor matters. Review of disbursements. Work on closing matters. Attend multiple calls with the company. Work on third party lender matters. Work on DIP funding matters and attend calls with [REDACTED]. Work on transitional service agreement matters. Work on real estate matters.

01/23/15	18003	Michael Kennedy	9.10	\$	3,048.50	Branch closure correspondence. Disbursement review. Work on vendor matters. Cash flow review. Daily settlement reporting.
01/24/15	15092	Jeffrey Rosenberg	2.70	\$	1,944.00	Work on [REDACTED] matters. Review [REDACTED]. Work on regulatory matters.
01/24/15	18003	Michael Kennedy	4.20	\$	1,407.00	Review of disbursements. Account closure reconciliation. Closure matters.
01/25/15	15092	Jeffrey Rosenberg	5.80	\$	4,176.00	Work on [REDACTED] matters. Preparation for court. Review of correspondence.
TOTAL			182.50	\$	105,539.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

January 31, 2015
FTI Invoice No. 29001293
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through January 31, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$103,372.00
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$103,372.00
HST Registration No. 835718024RT0001	<u>\$5,168.60</u>
Total Amount Due this Period.....	\$108,540.60
Previous Balance Due.....	<u>\$226,507.28</u>
Total Amount Due.....	<u><u>\$335,047.88</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

January 31, 2015
FTI Invoice No. 29001293
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through January 31, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	18.0	\$15,120.00
Jeffrey Rosenberg	Managing Director	\$720.00	66.4	\$47,808.00
Dustin Olver	Senior Director	\$565.00	42.5	\$24,012.50
Michael Kennedy	Consultant	\$335.00	48.5	\$16,247.50
Ana Arevalo	Administrative Professional	\$115.00	0.8	\$92.00
Linda Kelly	Administrative Professional	\$115.00	0.8	\$92.00
Total Hours and Fees			177.0	\$103,372.00

HST Registration No. 835718024RT0001

\$5,168.60

The Cash Store
436646.0002 - January 31, 2015
Invoice #29001293

Date	TK#	Name	Hours	Amount	Narrative
01/26/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review court materials and correspondence regarding the same.
01/26/15	15092	Jeffrey Rosenberg	14.50	\$ 10,440.00	Prepare for and attend court. Review of disbursements. Attend meeting with McCarthy regarding supplemental report for court. Work on human resource issues. Work on [REDACTED] matters. Work on real estate issues. Work on wind down forecast.
01/26/15	18003	Michael Kennedy	12.40	\$ 4,154.00	Daily reporting and reconciliation. Review of disbursements. Correspondence with accounts payable regarding the same. Review of cash flow. Responded to vendor inquiries.
01/26/15	17953	Dustin Olver	12.40	\$ 7,006.00	Work on [REDACTED] issues. Work on accounts receivable analysis and review. Work on transition process, cash splits, and receipts and disbursements reconciliation. Meetings with company management regarding the same.
01/27/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
01/27/15	14798	Gregory Watson	2.00	\$ 1,680.00	Updates regarding DIP funding. Review third party lender matters.
01/27/15	15092	Jeffrey Rosenberg	13.50	\$ 9,720.00	Work on third party lender matters. Review of disbursements. Work on actual versus budget results. Work on cash flow projections. Attend management meetings. Work on closing matters. Work on class action matters. Work on information technology matters. Work on DIP funding matters.
01/27/15	18441	Linda Kelly	0.30	\$ 34.50	File administration.
01/27/15	18003	Michael Kennedy	8.90	\$ 2,981.50	Work on daily reporting and reconciliation. Responded to third party inquiries. Review of disbursements. Correspondence regarding [REDACTED]
01/27/15	17953	Dustin Olver	9.00	\$ 5,085.00	[REDACTED] transition process, accounting, treasury, and staffing. Attended various meetings with [REDACTED] staff regarding the same.
01/28/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review sale matters. Review correspondence. Review [REDACTED]. Litigation updates.
01/28/15	15092	Jeffrey Rosenberg	13.90	\$ 10,008.00	Review of disbursements. Review of actual versus budget results. Work on information technology matters. Work on human resource matters. Work on closure issues.
01/28/15	18441	Linda Kelly	0.30	\$ 34.50	File administration.
01/28/15	18003	Michael Kennedy	8.70	\$ 2,914.50	Daily reporting and reconciliation. Disbursement review. Cash flow review. Responded to third party inquiries. Work on rent related matters. Work on information technology matters.
01/28/15	17953	Dustin Olver	8.50	\$ 4,802.50	Work on [REDACTED]. Attended various meetings with [REDACTED]
01/29/15	17953	Dustin Olver	12.60	\$ 7,119.00	Work on [REDACTED] issues. Review supporting back up for receivables, and documenting findings. Work on Money Mart post close transition process. Attend various meetings with [REDACTED]
01/29/15	15273	Ana Arevalo	0.20	\$ 23.00	File administration.
01/29/15	14798	Gregory Watson	5.00	\$ 4,200.00	Attended calls regarding the sale and correspondence regarding the same. Review regulatory matters.
01/29/15	15092	Jeffrey Rosenberg	11.80	\$ 8,496.00	Review of disbursements. Work on closing matters. [REDACTED] Work on human resource matters. Work on information technology matters. Review correspondence.
01/29/15	18003	Michael Kennedy	9.20	\$ 3,082.00	Branch closure follow up with the company. Responded to third party inquiries. Disbursement review. Prepare [REDACTED] reports. Work on branch closure matters. Correspondence regarding the same.
01/30/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
01/30/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review regulatory matters. Review litigation materials. Review correspondence.
01/30/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Work on human resource matters. Work on information technology matters. Review of disbursements. Work on regulatory matters. Work on operational matters.
01/30/15	18441	Linda Kelly	0.20	\$ 23.00	File administration.
01/30/15	18003	Michael Kennedy	9.30	\$ 3,115.50	Disbursement review. Cash flow review. Work on branch closure matters. Responded to third party matters. Work on lease related matters. Attend meetings regarding the same.
01/31/15	15092	Jeffrey Rosenberg	3.70	\$ 2,664.00	Work on DIP funding matters. Work on closing matters.
01/31/15	15092	Jeffrey Rosenberg	1.00	\$ 720.00	Review sale closure materials. Review correspondence.
TOTAL			177.00	\$ 103,372.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

February 12, 2015
FTI Invoice No. 29001309
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through February 8, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$108,872.50
Expenses.....	<u>\$5,418.42</u>
Total Fees and Expenses.....	\$114,290.92
HST Registration No. 835718024RT0001	<u>\$5,714.55</u>
Total Amount Due this Period.....	\$120,005.47
Total Amount Due.....	<u>\$120,005.47</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

February 12, 2015
FTI Invoice No. 29001309
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through February 8, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	26.0	\$21,840.00
Jeffrey Rosenberg	Managing Director	\$720.00	73.7	\$53,064.00
Dustin Olver	Senior Director	\$565.00	28.0	\$15,820.00
Michael Kennedy	Consultant	\$335.00	53.9	\$18,056.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.2	\$23.00
Total Hours and Fees			182.4	\$108,872.50
Business Meals				\$1,501.52
Mileage				\$1,044.36
Telephone				\$64.75
Lodging				\$2,312.00
Other/Miscellaneous				\$214.32
Transportation				\$281.47
Total Expenses				\$5,418.42
HST Registration No. 835718024RT0001				\$5,714.55

The Cash Store
436646.0002 - February 8, 2015
Invoice #29001309

Date	TK#	Name	Hours	Amount	Narrative
02/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
02/01/15	15092	Jeffrey Rosenberg	5.20	\$ 3,744.00	Review of correspondence. Review of information for Money Mart closing. Review of information technology matters.
02/02/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
02/02/15	14798	Gregory Watson	6.00	\$ 5,040.00	Attended calls regarding sale closing. Review sale closing materials. Review correspondence.
02/02/15	15092	Jeffrey Rosenberg	14.50	\$ 10,440.00	Attend conference calls regarding closing matters. Review of disbursements. Work on operational matters. Work on human resource matters. Work on sale closing documents.
02/02/15	18003	Michael Kennedy	13.80	\$ 4,623.00	Update daily reporting and reconciliation. Prepared court related documentation. Responded to third party inquiries. Work on branch closure matters. Disbursement review. Work on operational matters.
02/02/15	17953	Dustin Olver	3.50	\$ 1,977.50	regarding documents, reconciliation, and accounting required throughout transition period and process required to achieve objectives.
02/03/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review DIP funding matters. Attended calls regarding the sale closing. Review sale closing materials.
02/03/15	15092	Jeffrey Rosenberg	13.90	\$ 10,008.00	Attend conference calls regarding various closings. Attend management meetings. Work on DIP funding matters. Work on actual versus budget analysis and cash flow matters. Attend several calls with Olser regarding closing documents. Work on Transition Services Agreement.
02/03/15	18003	Michael Kennedy	8.80	\$ 2,948.00	Branch closure matters. Responded to third party inquiries. Disbursement review. Daily reporting.
02/03/15	17953	Dustin Olver	7.00	\$ 3,955.00	. Attend various meetings with Money Mart and management regarding documents, reconciliation, and accounting objectives.
02/04/15	17953	Dustin Olver	5.80	\$ 3,277.00	Attend conference calls regarding closing matters. Review of disbursements. Work on closing matters. Work on human resource matters.
02/04/15	14798	Gregory Watson	6.00	\$ 5,040.00	Review sale closing materials. Attended calls regarding the sale closure. Review of correspondence.
02/04/15	15092	Jeffrey Rosenberg	14.20	\$ 10,224.00	Review of disbursements. Review of budget versus actual. Work on cash flow projections. Work on file closing matters. Work on information technology matters. Work on human resource matters. . Attend conference call with Houlihan Lokey. Review of closing payments and supporting documentation.
02/04/15	18441	Linda Kelly	0.20	\$ 23.00	File administration.
02/04/15	18003	Michael Kennedy	8.80	\$ 2,948.00	Responded to third party inquiries. Work on branch closure matters. Disbursement review. Work on sale related materials.
02/05/15	17953	Dustin Olver	6.50	\$ 3,672.50	Continued work on Money Mart transition plan. Attend various meetings with Money Mart and management
02/05/15	14798	Gregory Watson	6.00	\$ 5,040.00	Review sale closing materials. Review court documents. Attended calls regarding the same.
02/05/15	15092	Jeffrey Rosenberg	11.20	\$ 8,064.00	Review of disbursements. Work on closing the Money Mart transaction. Work on DIP funding matters. Review issues. Work on real estate matters. Work on collection matters.
02/05/15	18003	Michael Kennedy	13.60	\$ 4,556.00	Prepare reports and reconciliation. Disbursement review. Branch closure matters. Responded to third party inquiries. Work on sale matters. Correspondence regarding the same.
02/06/15	17953	Dustin Olver	5.20	\$ 2,938.00	Continued work on plan and attend various meetings with Money Mart and management regarding same.
02/06/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review correspondence. Review court materials. Correspondence regarding the same.
02/06/15	15092	Jeffrey Rosenberg	4.20	\$ 3,024.00	Work on human resource matters. Review of disbursements. Conference calls with company management. Executed court documentation.
02/06/15	18003	Michael Kennedy	8.90	\$ 2,981.50	Disbursement review. Daily reconciliation. Responded to third party inquiries. Preparation of court materials. Review of matters pertaining to secondary sale.
02/07/15	15092	Jeffrey Rosenberg	4.70	\$ 3,384.00	Work on DIP funding matters. Work on sale closing matters. Work on operational matters.
02/08/15	15092	Jeffrey Rosenberg	5.80	\$ 4,176.00	Work on human resource matters. Work on sale closing matters. Work on regulatory matters.
TOTAL			182.40	\$ 108,872.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

February 19, 2015
FTI Invoice No. 29001315
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through February 15, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$109,523.50
Expenses.....	<u>\$12,229.31</u>
Total Fees and Expenses.....	\$121,752.81
HST Registration No. 835718024RT0001	<u>\$6,087.64</u>
Total Amount Due this Period.....	\$127,840.45
Total Amount Due.....	<u>\$127,840.45</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FPI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

February 19, 2015
FTI Invoice No. 29001315
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through February 15, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	25.0	\$21,000.00
Jeffrey Rosenberg	Managing Director	\$720.00	73.8	\$53,136.00
Dustin Olver	Senior Director	\$565.00	29.8	\$16,837.00
Michael Kennedy	Consultant	\$335.00	55.1	\$18,458.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.2	\$23.00
Total Hours and Fees			184.5	\$109,523.50
Business Meals				\$497.88
Lodging				\$2,775.25
Other/Miscellaneous				\$40.00
Transportation				\$8,916.18
Total Expenses				\$12,229.31
HST Registration No. 835718024RT0001				\$6,087.64

The Cash Store
436646.0002 - February 15, 2015
Invoice #29001315

Date	TK#	Name	Hours	Amount	Narrative
02/09/15	17953	Dustin Olver	9.20	\$ 5,198.00	Review sale closure documents. Further follow up regarding transitional matters [REDACTED]. Attend meetings regarding post closure related items. Review sale closing statement of adjustments.
02/09/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review court materials. Attendance on calls regarding status updates. Review sale closing documents.
02/09/15	15092	Jeffrey Rosenberg	14.70	\$ 10,584.00	Review of disbursements. Work on easyhome closing. Review of closing agenda. Work on Monitor's report. Attend various conference calls regarding the same.
02/09/15	18003	Michael Kennedy	13.80	\$ 4,623.00	Branch closure matters. Work on creditor matters. Responded to third party inquiries. Disbursement review. Work on [REDACTED].
02/10/15	17953	Dustin Olver	8.50	\$ 4,802.50	Meetings with management and employees. Work on transitional services for Money Mart. Assist with post closing items related to easyhome and Money Mart transactions. Review [REDACTED]s, post closing settlements, and [REDACTED].
02/10/15	14798	Gregory Watson	5.00	\$ 4,200.00	Update with respect to regulatory matters. Review sale materials. Review court materials.
02/10/15	15092	Jeffrey Rosenberg	13.80	\$ 9,936.00	[REDACTED] Review of actual versus budget cash flow. Review of cash flow projections. Work on creditor matters. Work on transitional service agreement matters. Work on [REDACTED] matters. Work on Monitor's report. Work on operational matters.
02/10/15	18003	Michael Kennedy	8.90	\$ 2,981.50	Branch closure matters. Work on landlord matters. Work on creditor matters. Responded to third party inquiries. Disbursement reviews. Work with respect to [REDACTED].
02/11/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
02/11/15	17953	Dustin Olver	11.40	\$ 6,441.00	Reviewing [REDACTED] process, post closing settlements, and advisor transaction completion fees. [REDACTED] and employees regarding same. [REDACTED]. Assisting with post closing items related to easyhome and Money Mart transactions [REDACTED].
02/11/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review sale closure documents. Correspondence regarding DIP funding. Review correspondence.
02/11/15	15092	Jeffrey Rosenberg	14.20	\$ 10,224.00	Review of disbursements. Work on store closure matters. Prepare for and attend court. Attend several calls with management. Work on actual versus budget cash flow. Work on cash flow forecasts. Work on DIP funding matters. Work on human resource matters. Work on operational matters.
02/11/15	18441	Linda Kelly	0.20	\$ 23.00	File administration.
02/11/15	18003	Michael Kennedy	9.30	\$ 3,115.50	Branch closure matters. Disbursement reviews. Responded to third party inquiries. Work on creditor matters. Correspondence regarding sale transition matters. Review of cash position.
02/12/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
02/12/15	17953	Dustin Olver	0.20	\$ 113.00	Assist with post closing items on Money Mart and easyhome transactions.
02/12/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review DIP funding materials. Review sale closing matters.
02/12/15	15092	Jeffrey Rosenberg	13.20	\$ 9,504.00	Review of disbursements. Work on store closing matters. Work on human resource matters. Work on DIP funding matters. Work on [REDACTED]. Review of several agreements regarding the same.
02/12/15	18003	Michael Kennedy	14.20	\$ 4,757.00	Branch closure matters. Responded to third party inquiries. Disbursement review and correspondence with accounts payable regarding the same. [REDACTED].
02/13/15	17953	Dustin Olver	0.50	\$ 282.50	[REDACTED] post closing items on Money Mart and easyhome transactions.
02/13/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review court documents. Review sale materials. Review DIP funding matters.
02/13/15	15092	Jeffrey Rosenberg	10.70	\$ 7,704.00	Work on human resource matters. Review of disbursements. Attend conference calls with management. Execute court documents. Attend call with Money Mart. Work on [REDACTED] and other closing matters. Work on transitional service agreement matters.
02/13/15	18003	Michael Kennedy	8.90	\$ 2,981.50	Branch closure matters. Responded to third party inquiries. Disbursement review. Preparation and execution of various sale [REDACTED].
02/14/15	15092	Jeffrey Rosenberg	3.70	\$ 2,664.00	Work on [REDACTED] matters. Review of emails and correspondence.
02/15/15	15092	Jeffrey Rosenberg	3.50	\$ 2,520.00	Work on [REDACTED] matters. Work on human resource matters. Review of emails and correspondence.
TOTAL			184.50	\$ 109,523.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

February 24, 2015
FTI Invoice No. 29001321
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through February 22, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$72,372.50
Expenses.....	<u>\$27,248.96</u>
Total Fees and Expenses.....	\$99,621.46
HST Registration No. 835718024RT0001	<u>\$4,981.07</u>
Total Amount Due this Period.....	\$104,602.53
Total Amount Due.....	<u><u>\$104,602.53</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

February 24, 2015
FTI Invoice No. 29001321
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through February 22, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	19.0	\$15,960.00
Jeffrey Rosenberg	Managing Director	\$720.00	60.9	\$43,848.00
Michael Kennedy	Consultant	\$335.00	37.3	\$12,495.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			117.8	\$72,372.50
Business Meals				\$2,607.30
Mileage				\$1,017.36
Telephone				\$97.74
Lodging				\$10,532.78
Other/Miscellaneous				\$309.24
Transportation				\$12,684.54
Total Expenses				\$27,248.96
HST Registration No. 835718024RT0001				\$4,981.07

The Cash Store
436646.0002 - February 22, 2015
Invoice #29001321

Date	TK#	Name	Hours	Amount	Narrative
02/16/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review of litigation matters. Review of correspondence. Review of court materials.
02/16/15	15092	Jeffrey Rosenberg	5.70	\$ 4,104.00	Work on [REDACTED] matters. Work on court report regarding class actions. Review of emails and correspondence.
02/16/15	18003	Michael Kennedy	8.20	\$ 2,747.00	Branch closure matters. Creditor matters. Responded to third party inquiries. Work on sale closing matters.
02/17/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
02/17/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review of sale closing matters. Correspondence regarding litigation matters.
02/17/15	15092	Jeffrey Rosenberg	14.60	\$ 10,512.00	Work on settlement agreement. [REDACTED] correspondence. Attended meetings with company management. Work on [REDACTED] for Money Mart transaction. Work on budget versus actual reporting. Work on cash flow projections.
02/17/15	18003	Michael Kennedy	9.40	\$ 3,149.00	Branch closure matters. Operational matters. Disbursement review. Responded to third party matters. Work on [REDACTED]
02/18/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review of regulatory matters and correspondence regarding the same. Review of DIP funding matters.
02/18/15	15092	Jeffrey Rosenberg	13.90	\$ 10,008.00	Review of disbursements. Work on store closure matters. Work on actual versus budget reporting. Work on cash flow forecasts. Work on DIP funding matters. Work on human resource matters. Work on operational matters. Work on Title Store matters. Work on regulatory matters.
02/18/15	18003	Michael Kennedy	10.20	\$ 3,417.00	Branch closure matters. Operational matters. Responded to third party inquiries. Disbursement review. Work on DIP lender matters.
02/19/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
02/19/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review of sale related materials. Review of correspondence.
02/19/15	15092	Jeffrey Rosenberg	12.60	\$ 9,072.00	Work on transitional service agreement matters. Work on closing adjustment matters. [REDACTED]. Work on operational matters. Work on information technology matters.
02/19/15	18003	Michael Kennedy	9.50	\$ 3,182.50	Disbursement review. Branch closure matters. Operational matters. Responded to third party inquiries. Sale adjustment matters.
02/20/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review and correspondence regarding [REDACTED] and sale closing matters.
02/20/15	15092	Jeffrey Rosenberg	6.70	\$ 4,824.00	Work on human resource matters. Review of disbursements. Conference calls with company management. Execute court documents. [REDACTED] and other closing matters. [REDACTED]
02/21/15	15092	Jeffrey Rosenberg	2.70	\$ 1,944.00	Work on [REDACTED] matters. Review of emails and correspondence. Work on DIP funding matters.
02/22/15	15092	Jeffrey Rosenberg	4.70	\$ 3,384.00	Work on DIP funding matters. Review of correspondence. Work on human resource matters. Work on Money Mart matters.
TOTAL			117.80	\$ 72,372.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

February 28, 2015
FTI Invoice No. 29001340
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through February 28, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$76,109.50
Expenses.....	<u>\$3,074.62</u>
Total Fees and Expenses.....	\$79,184.12
HST Registration No. 835718024RT0001	<u>\$3,959.21</u>
Total Amount Due this Period.....	\$83,143.33
Previous Balance Due.....	<u>\$104,602.53</u>
Total Amount Due.....	<u>\$187,745.86</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

February 28, 2015
FTI Invoice No. 29001340
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through February 28, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	8.0	\$6,720.00
Jeffrey Rosenberg	Managing Director	\$720.00	73.4	\$52,848.00
Michael Kennedy	Consultant	\$335.00	49.0	\$16,415.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.5	\$57.50
Total Hours and Fees			131.5	\$76,109.50
Business Meals				\$199.23
Telephone				\$18.54
Lodging				\$585.00
Transportation				\$2,271.85
Total Expenses				\$3,074.62
HST Registration No. 835718024RT0001				\$3,959.21

The Cash Store
436646.0002 - February 28, 2015
Invoice #29001340

Date	TK#	Name	Hours	Amount	Narrative
02/23/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review of sale matters. Correspondence regarding regulatory matters. Review of correspondence.
02/23/15	15092	Jeffrey Rosenberg	14.10	\$ 10,152.00	Work on Money Mart sale matters. Work on human resource matters. Work on regulatory matters and attend several calls regarding the same. Work on real estate matters.
02/23/15	18003	Michael Kennedy	13.20	\$ 4,422.00	Branch closure matters. Operational matters. Disbursement review. Responded to third party inquiries. Sale account review and generate reports regarding the same. Review of cash position.
02/24/15	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
02/24/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review sale matters. Review of correspondence. Review regulatory matters.
02/24/15	15092	Jeffrey Rosenberg	14.60	\$ 10,512.00	Work on human resource matters. Attend management meeting. [REDACTED]. Work on Title Store matters. Work on real estate matters. Work on actual versus budget reporting. Work on cash flow projections. Review of disbursements. Work with respect to [REDACTED].
02/24/15	18003	Michael Kennedy	9.30	\$ 3,115.50	Work on branch closure matters. Responded to third party inquiries. Operational matters. Prepared flow of funds [REDACTED]. Disbursement review. Cash flow review.
02/25/15	15092	Jeffrey Rosenberg	14.50	\$ 10,440.00	Work on budget to actual results. Work on cash flow projections. Work on Title Store matters. Work on human resource matters. Work on Money Mart transaction matters. Work on real estate matters. Attend meeting regarding leasing office space. Review of disbursements. Work with respect to [REDACTED].
02/25/15	18441	Linda Kelly	0.30	\$ 34.50	File administration.
02/25/15	18003	Michael Kennedy	8.90	\$ 2,981.50	[REDACTED] Preparation of court related materials. Responded to third party inquiries.
02/26/15	15092	Jeffrey Rosenberg	12.80	\$ 9,216.00	Work on court report and materials review. Work on cash flow projections. Work on regulatory matters. Work on third party lender matters.
02/26/15	18003	Michael Kennedy	8.80	\$ 2,948.00	Work on branch closure matters. Review operational matters. Responded to third party inquiries. Disbursement review. [REDACTED].
02/27/15	15092	Jeffrey Rosenberg	10.50	\$ 7,560.00	Review of disbursements. Work on [REDACTED] materials. Work on third party lender matters. Discussions with creditors. Work on regulatory matters. Work on human resource matters. Review of emails and correspondence. Several calls with the company and Osler regarding various matters.
02/27/15	18441	Linda Kelly	0.20	\$ 23.00	File administration.
02/27/15	18003	Michael Kennedy	8.80	\$ 2,948.00	Cash flow review. Disbursement review. Branch closure matters. Responded to third party inquiries.
02/28/15	15092	Jeffrey Rosenberg	6.90	\$ 4,968.00	Work on [REDACTED]. Work on DIP funding matters. Review of correspondence.
TOTAL			131.50	\$ 76,109.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

March 10, 2015
FTI Invoice No. 29001346
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 8, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$83,463.50
Expenses.....	<u>\$11,147.67</u>
Total Fees and Expenses.....	\$94,611.17
HST Registration No. 835718024RT0001	\$4,730.56
Total Amount Due this Period.....	\$99,341.73
Total Amount Due.....	<u>\$99,341.73</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

March 10, 2015
FTI Invoice No. 29001346
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through March 8, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	19.0	\$15,960.00
Jeffrey Rosenberg	Managing Director	\$720.00	70.5	\$50,760.00
Michael Kennedy	Consultant	\$335.00	49.5	\$16,582.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.8	\$92.00
Total Hours and Fees			140.4	\$83,463.50
Business Meals				\$1,559.21
Lodging				\$3,846.62
Other/Miscellaneous				\$60.00
Transportation				\$5,681.84
Total Expenses				\$11,147.67
HST Registration No. 835718024RT0001				\$4,730.56

The Cash Store
436646.0002 - March 8, 2015
Invoice #29001346

Date	TK#	Name	Hours	Amount	Narrative
03/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
03/01/15	15092	Jeffrey Rosenberg	2.70	\$ 1,944.00	Work on transitional service agreement matters. Review of correspondence. Work on Money Mart sale matters.
03/02/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
03/02/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review of regulatory matters. Review of correspondence. Attended calls with respect to regulatory matters.
03/02/15	15092	Jeffrey Rosenberg	13.40	\$ 9,648.00	Work on Money Mart matters. Work on human resource matters. Work on regulatory matters and attend several calls regarding the same. Work on real estate matters.
03/02/15	18003	Michael Kennedy	12.90	\$ 4,321.50	Responded to creditor matters. Work on branch closure matters. Operational matters. Review of cash position. Disbursement review. Work on Title Store matters.
03/03/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review correspondence. Review of sale matters. Follow up regarding the same.
03/03/15	15092	Jeffrey Rosenberg	13.90	\$ 10,008.00	Work on human resource matters. Attend company management meeting. Work on Money Mart purchase price adjustment material. Work on Title Store matters. Work on real estate matters. Work on budget versus actual reporting. Work on cash flow projections. Review of disbursements. Work on [REDACTED] issues. Work on [REDACTED]
03/03/15	18441	Linda Kelly	0.30	\$ 34.50	File administration.
03/03/15	18003	Michael Kennedy	8.40	\$ 2,814.00	Creditor matters. Branch closure matters. Review of operational matters. Disbursement review.
03/04/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review of sale materials. Review of correspondence. Litigation matters.
03/04/15	15092	Jeffrey Rosenberg	13.10	\$ 9,432.00	Work on actual versus budget results. Work on cash flow projections. Work on Title Store matters. Work on human resource matters. Work on Money Mart transaction matters. Work on real estate matters. Attend meeting regarding move from head office and tour of new space. Review of disbursements. Work with respect to litigation matters.
03/04/15	18003	Michael Kennedy	8.70	\$ 2,914.50	Work on creditor matters. Work on operational matters. Work on branch closure matters. Review of court materials. Review [REDACTED] matters. Disbursement review.
03/05/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review of third party lender materials. Review court materials.
03/05/15	15092	Jeffrey Rosenberg	12.80	\$ 9,216.00	Work on information technology matters. Work on human resource matters. Work on third party lender matters. Work on court report matters. Work on operational matters. Work on Money Mart sale matters. Work on real estate matters.
03/05/15	18441	Linda Kelly	0.50	\$ 57.50	File administration.
03/05/15	18003	Michael Kennedy	8.30	\$ 2,780.50	Work on operational matters. Work on creditor matters. Review disbursements. Work on sale related matters. Review [REDACTED]
03/06/15	14798	Gregory Watson	3.00	\$ 2,520.00	Correspondence regarding third party lender material. Review correspondence. Review regulatory matters.
03/06/15	15092	Jeffrey Rosenberg	7.40	\$ 5,328.00	Work [REDACTED]. Work on third party lender matters. Discussions with creditors. Work on regulatory matters. Work on human resource matters. Review of [REDACTED]. Attend several calls with the company and Osler regarding various matters. Review [REDACTED]
03/06/15	18003	Michael Kennedy	11.20	\$ 3,752.00	[REDACTED] Branch closure matters. Responded to third party inquires. Creditor matters. Disbursement review.
03/07/15	15092	Jeffrey Rosenberg	3.70	\$ 2,664.00	Work on [REDACTED]. Work on [REDACTED]. Review of correspondence.
03/08/15	15092	Jeffrey Rosenberg	3.50	\$ 2,520.00	Work on transitional service agreement matters. Review of correspondence. Work on Money Mart sale matters.
TOTAL			140.40	\$ 83,463.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

March 19, 2015
FTI Invoice No. 29001355
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 15, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$59,732.00
Expenses.....	<u>\$533.51</u>
Total Fees and Expenses.....	\$60,265.51
HST Registration No. 835718024RT0001	\$3,013.28
Total Amount Due this Period.....	\$63,278.79
Total Amount Due.....	<u>\$63,278.79</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

March 19, 2015
FTI Invoice No. 29001355
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through March 15, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	17.0	\$14,280.00
Jeffrey Rosenberg	Managing Director	\$720.00	51.4	\$37,008.00
Michael Kennedy	Consultant	\$335.00	25.0	\$8,375.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			94.0	\$59,732.00

Lodging	\$154.96
Transportation	\$378.55
Total Expenses	\$533.51

HST Registration No. 835718024RT0001 **\$3,013.28**

Invoice Total for Current Period **\$63,278.79**

The Cash Store
436646.0002 - March 15, 2015
Invoice #29001355

Date	TK#	Name	Hours	Amount	Narrative
03/09/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review of litigation matters. Review of third party lender matters. Review of correspondence regarding the same.
03/09/15	15092	Jeffrey Rosenberg	12.50	\$ 9,000.00	Work on litigation matters. Work on third party lender matters. Work on regulatory matters. Work on transitional service agreement matters. Work on Money Mart transaction [REDACTED] Work on actual versus budget reporting.
03/09/15	18003	Michael Kennedy	8.20	\$ 2,747.00	Disbursement review. Work on operational matters. Review branch closure matters. Respond to creditor matters. [REDACTED]
03/10/15	15273	Ana Arevalo	0.60	\$ 69.00	File administration.
03/10/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review litigation matters. Review DIP materials. Review court materials.
03/10/15	15092	Jeffrey Rosenberg	12.20	\$ 8,784.00	Work on litigation matters. Review of disbursements. Work on wind down planning. Work on cash flow projections. Work on actual versus budget reporting. Work on DIP financing matters. Work on court report.
03/10/15	18003	Michael Kennedy	8.30	\$ 2,780.50	Disbursement review. Responded to third party inquiries. Creditor matters. Operational matters. Branch closure matters.
03/11/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review third party lender materials. Review correspondence. Review court materials.
03/11/15	15092	Jeffrey Rosenberg	12.90	\$ 9,288.00	Work on reporting for bondholders. Work on cash flow projections. Work on actual versus budget report. Work on third party lender matters. Work on insurance matters. Work on information technology matters. Work on confirmations. Review of disbursements. Work on easyhome sale matters.
03/11/15	18003	Michael Kennedy	8.50	\$ 2,847.50	Responded to third party inquiries. Disbursement review. Operational matters. Coordinate [REDACTED] matters. Update court materials.
03/12/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review of [REDACTED] Review correspondence. Regulatory matters.
03/12/15	15092	Jeffrey Rosenberg	8.20	\$ 5,904.00	Work on [REDACTED] Review of disbursements. Work on operational matters. Work on cash flow projections. Work on update for bondholders. Work on easyhome sale matters. Work on human resource matters.
03/13/15	15092	Jeffrey Rosenberg	5.60	\$ 4,032.00	Work with respect to disclaimers. Attend conference call with Money Mart. Work with respect to regulatory matters. Work on human resource matters. Work on DIP funding matters. Attend several calls with Osler. Work on information technology matters. Work on office close down matters. Review of disbursements.
TOTAL			94.00	\$ 59,732.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

March 27, 2015
FTI Invoice No. 29001362
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 22, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$27,360.00
Expenses.....	<u>\$11,247.30</u>
Total Fees and Expenses.....	\$38,607.30
HST Registration No. 835718024RT0001	\$1,930.37
Total Amount Due this Period.....	\$40,537.67
Previous Balance Due.....	<u>\$162,620.52</u>
Total Amount Due.....	<u>\$203,158.19</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

March 27, 2015
FTI Invoice No. 29001362
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through March 22, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	15.0	\$12,600.00
Jeffrey Rosenberg	Managing Director	\$720.00	20.5	\$14,760.00
Total Hours and Fees			35.5	\$27,360.00
Business Meals				\$319.88
Supplies				\$230.29
Lodging				\$1,968.78
Other/Miscellaneous				\$43.35
Transportation				\$8,685.00
Total Expenses				\$11,247.30
HST Registration No. 835718024RT0001				\$1,930.37
Invoice Total for Current Period				\$40,537.67

The Cash Store
436646.0002 - March 22, 2015
Invoice #29001362

Date	TK#	Name	Hours	Amount	Narrative
03/16/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review third party lender material. Review correspondence.
03/16/15	15092	Jeffrey Rosenberg	3.70	\$ 2,664.00	Work on Title Store matters. Work on third party lender matters. Work on transitional service agreement matters.
03/17/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review correspondence. Correspondence regarding third party lender materials. Review sale materials.
03/17/15	15092	Jeffrey Rosenberg	4.90	\$ 3,528.00	Work on Money Mart sale matters. Work on close down matters. Work on information technology matters.
03/18/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review third party lender material. Correspondence regarding the same.
03/18/15	15092	Jeffrey Rosenberg	4.30	\$ 3,096.00	Work on cash flow projections and actual versus budget reporting. Work on Title Store matters. Work on transitional service agreement matters. Work on third party lender matters. Work on human resource matters.
03/19/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review third party lender matters. Review correspondence. Review sale updates.
03/19/15	15092	Jeffrey Rosenberg	4.90	\$ 3,528.00	Attend calls with Osier and the company. Work on supplier matters. Review of disbursements.
03/20/15	14798	Gregory Watson	3.00	\$ 2,520.00	Attended conference calls regarding [REDACTED] Review correspondence.
03/20/15	15092	Jeffrey Rosenberg	2.70	\$ 1,944.00	Review of disbursements. Attend calls [REDACTED]
TOTAL			35.50	\$ 27,360.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

March 31, 2015
FTI Invoice No. 29001366
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through March 31, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$96,096.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$96,096.50
HST Registration No. 835718024RT0001	\$4,804.83
Total Amount Due this Period.....	\$100,901.33
Previous Balance Due.....	<u>\$40,537.67</u>
Total Amount Due.....	<u>\$141,439.00</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

March 31, 2015
FTI Invoice No. 29001366
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through March 31, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	17.0	\$14,280.00
Jeffrey Rosenberg	Managing Director	\$720.00	83.9	\$60,408.00
Michael Kennedy	Consultant	\$335.00	63.7	\$21,339.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			165.2	\$96,096.50

HST Registration No. 835718024RT0001 **\$4,804.83**

Invoice Total for Current Period **\$100,901.33**

The Cash Store
436646.0002 - March 31, 2015
Invoice #29001366

Date	TK#	Name	Hours	Amount	Narrative
03/23/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review regulatory matters. Correspondence regarding the same. Review sale materials.
03/23/15	15092	Jeffrey Rosenberg	10.70	\$ 7,704.00	Work on transitional service agreement matters. Work on regulatory matters. Work on [REDACTED] Work on human resource matters.
03/23/15	18003	Michael Kennedy	12.50	\$ 4,187.50	Disbursement review. Review creditor matters. Cash flow review. Review operational matters. Follow up on branch closure matters. Correspondence regarding payables matters.
03/24/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review third party lender material. Review correspondence. Review sale material.
03/24/15	15092	Jeffrey Rosenberg	6.30	\$ 4,536.00	Work on transitional service agreement matters. Work on third party lender matters. Review of disbursements. Work on human resource matters. Attend various calls regarding [REDACTED]
03/24/15	18003	Michael Kennedy	8.30	\$ 2,780.50	Review creditor matters. Responded to third party inquiries. Disbursement review. Work on branch closure matters.
03/25/15	14798	Gregory Watson	3.00	\$ 2,520.00	Correspondence regarding third party lender matters. Review correspondence.
03/25/15	15092	Jeffrey Rosenberg	13.70	\$ 9,864.00	Review of disbursements. Work on cash flow projections. Work on customer matters. Work on creditor matters. Work on third party lender matters. Work on human resource matters. Work on sale [REDACTED]. [REDACTED]
03/25/15	18003	Michael Kennedy	8.40	\$ 2,814.00	Update court materials. Review disbursements. Work on branch closure matters and follow up correspondence regarding the same.
03/26/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
03/26/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review correspondence. Review regulatory materials.
03/26/15	15092	Jeffrey Rosenberg	13.40	\$ 9,648.00	Review of [REDACTED] Review of human resource matters. Work on [REDACTED] Review of disbursements. Work on [REDACTED] Work on information technology matters.
03/26/15	18003	Michael Kennedy	8.40	\$ 2,814.00	Operational matters. Cash flow review. Disbursement review. Responded to third party inquiries. Branch closure matters [REDACTED]
03/27/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
03/27/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Work on transaction closing documents. Work on third party lender matters. Work on human resource matters. Work on wind down matters. Attend conference call with National Money Mart regarding the transitional service agreement. Review of disbursements.
03/27/15	18003	Michael Kennedy	8.30	\$ 2,780.50	Disbursement review. Cash flow review. Respond to creditor matters. Work on operational matters.
03/29/15	15092	Jeffrey Rosenberg	4.10	\$ 2,952.00	Work on Asset Purchase Agreement. Work on transitional service agreement matters. Review of correspondence.
03/30/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review bondholder materials. Review correspondence.
03/30/15	15092	Jeffrey Rosenberg	13.80	\$ 9,936.00	[REDACTED]. Work on move from head office. Review of disbursements. Work on human resource matters. Work on purchase price allocation matters. Work on third party lender matters. Work on bondholder matters. Review of disbursements.
03/30/15	18003	Michael Kennedy	9.50	\$ 3,182.50	Disbursement review. Cash flow review and updates. Respond to creditor matters. Review operational matters.
03/31/15	15092	Jeffrey Rosenberg	13.60	\$ 9,792.00	Work on relocation matters. Work on human resource matters. Work on information technology matters. Work on asset sale matters. Review of disbursements. Attend call [REDACTED]. Correspondence with Money Mart and work on [REDACTED]
03/31/15	18003	Michael Kennedy	8.30	\$ 2,780.50	Work on operational matters. Responded to third party inquiries. Disbursement review. Work on creditor matters.
TOTAL			165.20	\$ 96,096.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 17, 2015
FTI Invoice No. 29001392
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 12, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$112,024.50
Expenses.....	<u>\$7,597.50</u>
Total Fees and Expenses.....	\$119,622.00
HST Registration No. 835718024RT0001	\$5,981.10
Total Amount Due this Period.....	\$125,603.10
Previous Balance Due.....	<u>\$100,901.33</u>
Total Amount Due.....	<u>\$226,504.43</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 17, 2015
FTI Invoice No. 29001392
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 12, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	22.0	\$18,480.00
Jeffrey Rosenberg	Managing Director	\$720.00	95.1	\$68,472.00
Michael Kennedy	Senior Consultant	\$395.00	63.3	\$25,003.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			181.0	\$112,024.50
Business Meals				\$499.98
Lodging				\$1,634.69
Other/Miscellaneous				\$20.00
Transportation				\$5,442.83
Total Expenses				\$7,597.50
HST Registration No. 835718024RT0001				\$5,981.10
Invoice Total for Current Period				\$125,603.10

The Cash Store
436646.0003 - April 12, 2015
Invoice #29001392

Date	TK#	Name	Hours	Amount	Narrative
04/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
04/01/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review correspondence. Correspondence regarding sale items.
04/01/15	15092	Jeffrey Rosenberg	12.70	\$ 9,144.00	Review of disbursements. Work on information technology matters. Work on reputation matters. Work on office closure matters. Work on [REDACTED] and attend various meetings regarding the same.
04/01/15	18003	Michael Kennedy	8.30	\$ 3,278.50	Work on creditor matters. Follow up on operational matters. Closed branch cost reconciliation. Disbursement review. Cash position review.
04/02/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
04/02/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review sale materials. Review correspondence. Review court materials.
04/02/15	15092	Jeffrey Rosenberg	12.80	\$ 9,216.00	Work on repudiation matters. Work [REDACTED]. Work on asset sale matters. Work on office closing matters. Work on [REDACTED]. Review of court materials.
04/02/15	18003	Michael Kennedy	8.50	\$ 3,357.50	Disbursement review. Cash flow review. Work on operational matters. Responded to third party inquiries. Work on vendor related account closures.
04/05/15	15092	Jeffrey Rosenberg	4.70	\$ 3,384.00	[REDACTED]. Work on transitional service agreement matters. Review of repudiation matters. Work on court report.
04/06/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review regulatory material and correspondence regarding the same. Review correspondence.
04/06/15	15092	Jeffrey Rosenberg	13.20	\$ 9,504.00	Work on transaction closing matters. Work on regulatory matters. Work on court report. Work on court materials. Work on transitional service agreement matters. Work on vendor disclaimer issues. Work on office closing matters. Work on creditor matters. Work on cash flow matters. Work on easyhome transaction matters.
04/06/15	18003	Michael Kennedy	12.70	\$ 5,016.50	Cash position review. Disbursement review. Work on document retention matters. Responded to third party inquiries. Review of leases. Work on Title Store matters. Review of [REDACTED].
04/07/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review court materials. Correspondence regarding regulatory matters.
04/07/15	15092	Jeffrey Rosenberg	13.60	\$ 9,792.00	Work on court report. Work on file closing matters. Work on information technology matters. Work on regulatory matters. Work on real estate matters. Review of disbursements.
04/07/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Work on Title Store matters. Review of disbursements. Cash position review. Responded to third party inquiries. Work on operational matters.
04/08/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review court materials. Correspondence regarding the same. Review regulatory matters.
04/08/15	15092	Jeffrey Rosenberg	12.70	\$ 9,144.00	Work on collection matters. Work on real estate matters. Work on court report [REDACTED]. Work on regulatory matters. Work on [REDACTED] matters. Work on creditor matters. Review of disbursements. Work on office closing issues. Work on outstanding matters.
04/08/15	18003	Michael Kennedy	8.50	\$ 3,357.50	Work on document retention matters and move out of head office. Creditor matters correspondence. Disbursement review. Operational matters follow up and review.
04/09/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review correspondence. Correspondence regarding sale matters.
04/09/15	15092	Jeffrey Rosenberg	13.40	\$ 9,648.00	Work on office closure matters. Work on information technology matters related to sale of assets. [REDACTED]. Work with respect to the easyhome transaction. Work on information technology matters related to the transition. Work with respect to head office move.
04/09/15	18003	Michael Kennedy	8.30	\$ 3,278.50	Document retention matters and work pertaining to move out of head office. Responded to third party inquiries. Review of leases. Disbursement review.
04/10/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review court documentation. Review correspondence.
04/10/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Work on court materials. Work on return of equipment matters. Work on collection of receipts. Work on cash forecasting. Work on human resource matters. Review of disbursements. Work on transaction closing matters.
04/10/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Disbursement review. Creditor matters. [REDACTED]. Work on operational matters. Lease related matters. Work on Title Store matters.
04/11/15	18003	Michael Kennedy	0.40	\$ 158.00	Correspondence regarding lease equipment recovery.
04/12/15	15092	Jeffrey Rosenberg	3.70	\$ 2,664.00	Work on remaining [REDACTED]. Work on cash flow forecast. Review of disbursements. Work on Title Store matters. Work on information technology matters.
TOTAL			181.00	\$ 112,024.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 23, 2015
FTI Invoice No. 29001396
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 19, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$76,478.00
Expenses.....	<u>\$4,563.42</u>
Total Fees and Expenses.....	\$81,041.42
HST Registration No. 835718024RT0001	\$4,052.07
Total Amount Due this Period.....	\$85,093.49
Total Amount Due.....	<u>\$85,093.49</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 23, 2015
FTI Invoice No. 29001396
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through April 19, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	18.0	\$15,120.00
Jeffrey Rosenberg	Managing Director	\$720.00	58.9	\$42,408.00
Michael Kennedy	Senior Consultant	\$395.00	47.8	\$18,881.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			125.3	\$76,478.00
Business Meals				\$547.47
Lodging				\$1,109.77
Other/Miscellaneous				\$20.00
Transportation				\$2,886.18
Total Expenses				\$4,563.42
HST Registration No. 835718024RT0001				\$4,052.07
Invoice Total for Current Period				\$85,093.49

The Cash Store
436646.0003 - April 19, 2015
Invoice #29001396

Date	TK#	Name	Hours	Amount	Narrative
04/13/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review litigation materials. Review correspondence. Litigation correspondence.
04/13/15	15092	Jeffrey Rosenberg	12.90	\$ 9,288.00	Meeting with [REDACTED]. Work on litigation matters. Review of disbursements. Work on information technology matters. Work on Title Store matters. Work on bondholder queries. Work with respect to [REDACTED].
04/13/15	18003	Michael Kennedy	12.90	\$ 5,095.50	Responded to third party inquiries. Cash position review. Disbursement reconciliation and update to outstanding payables listing. Correspondence regarding lessor [REDACTED] Operational matters.
04/14/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
04/14/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review sale materials. Correspondence regarding litigation matters and review documentation regarding the same.
04/14/15	15092	Jeffrey Rosenberg	12.70	\$ 9,144.00	Work on [REDACTED] matters. Work on information technology matters. Review of disbursements. Work on Title Store transition matters. Work on equipment return matters. Attend call with Money Mart regarding sale matters. Meeting with Cash Store management regarding human resource matters. Work on [REDACTED] matters. Work on the closing of head office. Work on [REDACTED] respect to head office and landlord.
04/14/15	18003	Michael Kennedy	8.30	\$ 3,278.50	Responded to creditor inquiries. Disbursement review. Correspondence with [REDACTED] and signed releases from various leasing companies. Operational matters. Attend meeting with head office landlord [REDACTED]
04/15/15	14798	Gregory Watson	3.00	\$ 2,520.00	Correspondence and review of litigation materials. Review correspondence.
04/15/15	15092	Jeffrey Rosenberg	12.40	\$ 8,928.00	Work on [REDACTED]. Work on [REDACTED]. Work on [REDACTED]. Work on human resource matters. Work on finalization of the sale [REDACTED]. Review of disbursements. Review of [REDACTED] Work on Title Store transition matters.
04/15/15	18003	Michael Kennedy	9.10	\$ 3,594.50	Disbursement review. Operational matters. Attend meeting with head office landlord [REDACTED] reconciliation items. Work on head office historical costs reconciliation. Responded to third party inquiries. Correspondence with vendors regarding [REDACTED] head office.
04/16/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review correspondence. Review of [REDACTED]. Correspondence regarding the same.
04/16/15	15092	Jeffrey Rosenberg	9.80	\$ 7,056.00	Work on record retention matters. Work on warehouse [REDACTED]. Work on collection of receipt [REDACTED]. Work on information technology matters.
04/16/15	18003	Michael Kennedy	8.80	\$ 3,476.00	Head office reconciliation and correspondence with landlord regarding service cancellation. Disbursement review. Contract review for specific vendors. Operational matters. Responded to creditor inquiries.
04/17/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
04/17/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review legal materials. Review correspondence. Correspondence regarding settlement materials.
04/17/15	15092	Jeffrey Rosenberg	6.70	\$ 4,824.00	Work on legal matters. Work on human resource matters. Work on employee staffing matters. Work on supplier matters.
04/17/15	18003	Michael Kennedy	8.70	\$ 3,436.50	Review contracts for service cancellation. Disbursement review. Correspondence regarding payable items. Responded to third party inquiries.
04/18/15	15092	Jeffrey Rosenberg	2.30	\$ 1,656.00	Work on legal matters. Review of emails and correspondence. Work on Title Store matters.
04/19/15	15092	Jeffrey Rosenberg	2.10	\$ 1,512.00	Work on legal matters. Work on cash flow matters. Work on summary update.
TOTAL			125.30	\$ 76,478.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 30, 2015
FTI Invoice No. 29001418
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through April 30, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$117,679.50
Expenses.....	<u>\$3,389.16</u>
Total Fees and Expenses.....	\$121,068.66
HST Registration No. 835718024RT0001	\$6,053.43
Total Amount Due this Period.....	\$127,122.09
Previous Balance Due.....	<u>\$85,093.49</u>
Total Amount Due.....	<u>\$212,215.58</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

April 30, 2015
FTI Invoice No. 29001418
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through April 30, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	21.0	\$17,640.00
Jeffrey Rosenberg	Managing Director	\$720.00	93.8	\$67,536.00
Michael Kennedy	Senior Consultant	\$395.00	82.2	\$32,469.00
Ana Arevalo	Administrative Professional	\$115.00	0.3	\$34.50
Total Hours and Fees			197.3	\$117,679.50

Business Meals	\$22.00
Transportation	\$3,367.16
Total Expenses	\$3,389.16

HST Registration No. 835718024RT0001 **\$6,053.43**

Invoice Total for Current Period **\$127,122.09**

The Cash Store
436646.0003 - April 30, 2015
Invoice #29001418

Date	TK#	Name	Hours	Amount	Narrative
04/20/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review correspondence. Review litigation materials.
04/20/15	15092	Jeffrey Rosenberg	13.20	\$ 9,504.00	Review of disbursements. Work on Title Store transition matters. Work on human resource issues. Work on Money Mart sale matters. [REDACTED] Work on creditor matters.
04/20/15	18003	Michael Kennedy	13.80	\$ 5,451.00	Disbursement review. Equipment removal correspondence. Cash position review. Responded to third party inquiries. Review wind down activities. Operational matters.
04/21/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
04/21/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review litigation material and correspondence regarding the same. Review correspondence.
04/21/15	15092	Jeffrey Rosenberg	11.50	\$ 8,280.00	Work on human resource matters. Work on information technology matters. Work on cost reconciliation with head office landlord. Work on Title Store matters. Work on [REDACTED]. Work on [REDACTED] Work on [REDACTED]
04/21/15	18003	Michael Kennedy	9.10	\$ 3,594.50	Correspondence regarding wind down activities. Attend meeting with landlord regarding head office cost reconciliation. Responded to third party inquiries. Disbursement review. Review contracts to be disclaimed. Operational matters.
04/22/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review litigation material. Review correspondence.
04/22/15	15092	Jeffrey Rosenberg	10.70	\$ 7,704.00	Review of disbursements. Review of cash flow. Review of warehouse lease documents. Review Title Store transition matters. Work on regulatory matters. Attend call [REDACTED]
04/22/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Responded to third party inquiries. Correspondence regarding wind down matters. Operational matters. Disbursement review. Contract review. Correspondence regarding head office matters. Review contracts to be disclaimed.
04/23/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review litigation material and correspondence regarding the same. Review correspondence.
04/23/15	15092	Jeffrey Rosenberg	9.80	\$ 7,056.00	Work on Title Store transition matters. Work on contract repudiation notices. Work on information technology matters. Work on [REDACTED].
04/23/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Work on Title Store and collection matters. Disbursement review. Contract review. Responded to creditor inquiries. Correspondence regarding wind down matters.
04/24/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Work on [REDACTED] reconciliations. Work on Money Mart sale finalization matters. Review of disbursements. Work on cash flow forecast. Work on [REDACTED] matters. Review of correspondence. Review head office leasing matters.
04/24/15	18003	Michael Kennedy	8.70	\$ 3,436.50	Work on Title store and collection related matters. Review of disbursements. Responded to third party inquiries. Correspondence regarding equipment removals.
04/26/15	15092	Jeffrey Rosenberg	1.70	\$ 1,224.00	Review of [REDACTED]. Review of correspondence. Work on landlord matters.
04/27/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review regulatory material. Review correspondence.
04/27/15	15092	Jeffrey Rosenberg	10.70	\$ 7,704.00	Work on Title Store matters. Work on cash flow matters. Work on contract repudiation matters. Work on information technology matters. Work on supplier matters. Work on regulatory matters.
04/27/15	18003	Michael Kennedy	8.30	\$ 3,278.50	Review and work on Title Store and collection matters. Responded to third party inquiries. Disbursement review. Cash position review. Work on operational matters and common area cost reconciliation at branch level.
04/28/15	14798	Gregory Watson	4.00	\$ 3,360.00	Review correspondence. Review litigation materials. Correspondence regarding [REDACTED]
04/28/15	15092	Jeffrey Rosenberg	9.70	\$ 6,984.00	Work on warehouse matters. Work on [REDACTED] matters. Work on human resource matters. Work on Title Store matters. Work on collection of receipts. Work on information technology matters. Work on [REDACTED] Work on real estate matters. Work on [REDACTED]
04/28/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Work on Title Store and collection matters. Responded to third party inquiries. Review specific contracts. Review disbursements. Operational matters. Correspondence regarding recovery of equipment at specific locations.
04/29/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Review third party lender materials.

04/29/15	15092	Jeffrey Rosenberg	9.30	\$	6,696.00	Work on contract disclaimers. Work on Money Mart matters. Review of disbursements. Work on Title Store transition matters. Work on information technology matters. Work on warehouse matters. Work on third party lender matters.
04/29/15	18003	Michael Kennedy	8.40	\$	3,318.00	Work on [REDACTED]. Disbursement review. Responded to third party inquiries. Correspondence regarding contract reviews. Review common area cost reconciliation at branch level.
04/30/15	14798	Gregory Watson	2.00	\$	1,680.00	Review correspondence. Review litigation materials.
04/30/15	15092	Jeffrey Rosenberg	9.20	\$	6,624.00	Work on cash flow matters. Work on [REDACTED]. Review of disbursements. Work on head office closure matters. Review of [REDACTED]. Work on class action matters. Work on [REDACTED].
04/30/15	18003	Michael Kennedy	8.90	\$	3,515.50	Disbursement review. Responded to third party inquiries. Work on Title Store matters. Attend final walkthrough at head office with landlord and review various matters relating to the closure of the facility.

TOTAL			197.30	\$	117,679.50	
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Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 14, 2015
FTI Invoice No. 29001428
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 10, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$71,479.00
Expenses.....	<u>\$13,058.74</u>
Total Fees and Expenses.....	\$84,537.74
HST Registration No. 835718024RT0001	\$4,226.89
Total Amount Due this Period.....	\$88,764.63
Total Amount Due.....	<u>\$88,764.63</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FPI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 14, 2015
FTI Invoice No. 29001428
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through May 10, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	10.5	\$8,820.00
Jeffrey Rosenberg	Managing Director	\$720.00	59.5	\$42,840.00
Michael Kennedy	Senior Consultant	\$395.00	50.0	\$19,750.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			120.6	\$71,479.00
Business Meals				\$689.33
Lodging				\$2,150.53
Transportation				\$10,218.88
Total Expenses				\$13,058.74
HST Registration No. 835718024RT0001				\$4,226.89
Invoice Total for Current Period				\$88,764.63

The Cash Store
436646.0003 - May 10, 2015
Invoice #29001428

Date	TK#	Name	Hours	Amount	Narrative
05/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/01/15	14798	Gregory Watson	1.50	\$ 1,260.00	Review regulatory materials. Review correspondence.
05/01/15	15092	Jeffrey Rosenberg	5.30	\$ 3,816.00	Work on regulatory matters. Review of disbursements. Review of emails and correspondence. Work on [REDACTED] Work on DIP financing matters.
05/01/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Review disbursements. Responded to third party inquiries. Operational matters. Work on Title Store and collection matters. Review and correspondence regarding head office move.
05/03/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/04/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review third party lender materials. Review litigation material and correspondence regarding the same.
05/04/15	15092	Jeffrey Rosenberg	10.50	\$ 7,560.00	Work on real estate matters. Work on materials for [REDACTED] meeting. Work on [REDACTED] Work on third party lender matters. Work on sale of assets [REDACTED]
05/04/15	18003	Michael Kennedy	8.50	\$ 3,357.50	Update estate accounts and reconciliation to ending cash balances. Responded to creditor inquiries. Disbursement review. Work on [REDACTED] [REDACTED]. Review operational matters.
05/05/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review litigation materials and review correspondence regarding the same.
05/05/15	15092	Jeffrey Rosenberg	10.40	\$ 7,488.00	Work on receipts and disbursements. Work on third party lender matters. Work on [REDACTED] matters. Work on materials for [REDACTED] Work on cash flow matters.
05/05/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Responded to third party inquiries. Review common area cost reconciliation at former branches. Work on [REDACTED] Correspondence with head office landlord [REDACTED] Operational matters.
05/06/15	14798	Gregory Watson	1.00	\$ 840.00	Review regulatory materials. Review correspondence.
05/06/15	15092	Jeffrey Rosenberg	9.80	\$ 7,056.00	Work on [REDACTED]. Work on cash flow projections. Review head office [REDACTED] Work on regulatory issues. Work on transitional service matters.
05/06/15	18003	Michael Kennedy	8.50	\$ 3,357.50	Work on Title Store matters. Attend meeting with landlord regarding final property walkthrough. Respond to creditor inquiries. Disbursement review. Cash position review. Correspondence regarding asset retrieval.
05/07/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review regulatory materials. Correspondence regarding the same. Review settlement materials.
05/07/15	15092	Jeffrey Rosenberg	9.70	\$ 6,984.00	Work on [REDACTED] Review of disbursements and bank account balances. Work on information for [REDACTED] discussions. Work on regulatory matters. Work on transitional service matters. Work on real estate matters.
05/07/15	18003	Michael Kennedy	8.30	\$ 3,278.50	Review disbursements. Responded to third party inquiries. Work on historical costs reconciliation at repudiated branches. Review operational matters. Work on [REDACTED]
05/08/15	14798	Gregory Watson	1.00	\$ 840.00	Review court materials.
05/08/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Work on information technology matters. Work on Cash Store transition matters. Review of court materials. Work on cash flow projections. Work on fixed asset matters. Work on [REDACTED]
05/08/15	18003	Michael Kennedy	8.10	\$ 3,199.50	Responded to third party inquiries. Disbursement and cash position review. Work on Title Store and collection matters. Review operational matters.
05/09/15	15092	Jeffrey Rosenberg	1.90	\$ 1,368.00	Review of draft motion materials and [REDACTED]
05/10/15	15092	Jeffrey Rosenberg	3.90	\$ 2,808.00	Work on memo and related material for [REDACTED] Attend various calls regarding the same.
TOTAL			120.60	\$ 71,479.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 19, 2015
FTI Invoice No. 29001430
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 17, 2015

	CAD (\$)
Professional Services.....	\$62,108.50
Expenses.....	<u>\$8,938.71</u>
Total Fees and Expenses.....	\$71,047.21
HST Registration No. 835718024RT0001	\$3,552.36
Total Amount Due this Period.....	\$74,599.57
Total Amount Due.....	<u>\$74,599.57</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FFI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 19, 2015
FTI Invoice No. 29001430
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through May 17, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	13.0	\$10,920.00
Jeffrey Rosenberg	Managing Director	\$720.00	47.8	\$34,416.00
Michael Kennedy	Senior Consultant	\$395.00	42.2	\$16,669.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	0.3	\$34.50
Total Hours and Fees			103.9	\$62,108.50
Business Meals				\$298.36
Telephone				\$14.87
Lodging				\$2,004.07
Transportation				\$6,621.41
Total Expenses				\$8,938.71
HST Registration No. 835718024RT0001				\$3,552.36
Invoice Total for Current Period				\$74,599.57

The Cash Store
436646.0003 - May 17, 2015
Invoice #29001430

Date	TK#	Name	Hours	Amount	Narrative
05/11/15	14798	Gregory Watson	5.00	\$ 4,200.00	Review [REDACTED]. Attend conference call regarding the same. Review court materials.
05/11/15	15092	Jeffrey Rosenberg	7.10	\$ 5,112.00	Attend conference call regarding [REDACTED]. Discussion with McCarthy regarding court report. Work on Money Mart matters. Work on Title Store matters.
05/11/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Responded to third party inquiries. Various disbursement reviews. Historical common area and maintenance costs on repudiated branches. Review operational matters. Payment update and reconciliation.
05/12/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/12/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review [REDACTED] materials. Attend conference call regarding the same. Review correspondence.
05/12/15	15092	Jeffrey Rosenberg	6.40	\$ 4,608.00	Work on [REDACTED] matters. Attend conference call following [REDACTED]. Work on [REDACTED]. Work on Title Store matters.
05/12/15	18441	Linda Kelly	0.30	\$ 34.50	File administration.
05/12/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Disbursement review. Responded to third party inquiries. Attend meeting at head office regarding final building walkthrough with landlord. Work on Title Store and [REDACTED].
05/13/15	14798	Gregory Watson	2.00	\$ 1,680.00	Attend conference call regarding settlement discussions. Review correspondence. Review [REDACTED].
05/13/15	15092	Jeffrey Rosenberg	9.60	\$ 6,912.00	Work on [REDACTED] matters. Attend conference call following settlement discussions. [REDACTED] reconciliation matters. Work on Title Store matters.
05/13/15	18003	Michael Kennedy	9.10	\$ 3,594.50	Responded to third party inquiries. Work on Title Store and collection matters. Review and reconcile actual versus budgeted cash flow. Attended call regarding head office [REDACTED].
05/14/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/14/15	14798	Gregory Watson	1.00	\$ 840.00	Review court materials and correspondence.
05/14/15	15092	Jeffrey Rosenberg	9.70	\$ 6,984.00	Work on Title Store matters. Call with Money Mart regarding reconciliations and other matters. Call with Houllhan Lokey regarding status updates. Review of disbursements. Work on cash flow projections. Work on court materials. work on [REDACTED] matters.
05/14/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Review of disbursements. Respond to third party inquiries. Work on Title Store and collection matters. Review actual versus budget reporting. Work on operational issues.
05/15/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review court materials and correspondence.
05/15/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Work on cash flow projections. Work on court report. Review of supplier invoices. Review of court materials. Work on Title Store transition matters. Work on [REDACTED] matters.
05/15/15	18003	Michael Kennedy	8.10	\$ 3,199.50	Review disbursements and cash position [REDACTED]. Set up transfer of funds [REDACTED]. Cash Store operating account. Responded to third party inquiries. Work on Title Store and [REDACTED].
05/16/15	15092	Jeffrey Rosenberg	4.20	\$ 3,024.00	Work on court materials and review of correspondence.
05/17/15	15092	Jeffrey Rosenberg	2.50	\$ 1,800.00	Review of court materials. Attend calls regarding the same.
TOTAL			103.90	\$ 62,108.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 28, 2015
FTI Invoice No. 29001439
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 24, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$45,153.50
Expenses.....	<u>\$17,780.48</u>
Total Fees and Expenses.....	\$62,933.98
HST Registration No. 835718024RT0001	\$3,146.70
Total Amount Due this Period.....	\$66,080.68
Previous Balance Due.....	<u>\$74,599.57</u>
Total Amount Due.....	<u>\$140,680.25</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 28, 2015
FTI Invoice No. 29001439
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through May 24, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	10.0	\$8,400.00
Jeffrey Rosenberg	Managing Director	\$720.00	37.4	\$26,928.00
Michael Kennedy	Senior Consultant	\$395.00	24.7	\$9,756.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			72.7	\$45,153.50
Business Meals				\$2,116.88
Lodging				\$5,412.82
Other/Miscellaneous				\$80.00
Transportation				\$10,170.78
Total Expenses				\$17,780.48
HST Registration No. 835718024RT0001				\$3,146.70
Invoice Total for Current Period				\$66,080.68

The Cash Store
436646.0003 - May 24, 2015
Invoice #29001439

Date	TK#	Name	Hours	Amount	Narrative
05/18/15	15092	Jeffrey Rosenberg	4.10	\$ 2,952.00	Work on court materials. Review of correspondence.
05/19/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/19/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review correspondence. Review court materials.
05/19/15	15092	Jeffrey Rosenberg	9.20	\$ 6,624.00	Review of disbursements. Review of court documents. Review correspondence. Work on court reports.
05/19/15	18003	Michael Kennedy	8.30	\$ 3,278.50	Responded to third party inquiries. Disbursement review. Work on operational matters. Work on Title Store and collection matters. Work on and review statement reconciliation for various vendors.
05/20/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/20/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review litigation materials. Review correspondence.
05/20/15	15092	Jeffrey Rosenberg	8.20	\$ 5,904.00	Work on [REDACTED] matters. Work on creditor matters. Work on Title Store matters. Work on leasing matters.
05/20/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Responded to third party inquiries. Disbursement review. Work on Title Store and collection matters. Review operational matters. Correspondence with vendors [REDACTED].
05/21/15	14798	Gregory Watson	4.00	\$ 3,360.00	Attend meetings regarding litigation matters. Review correspondence. Review litigation materials.
05/21/15	15092	Jeffrey Rosenberg	8.70	\$ 6,264.00	Work on information request for Goodmans. Work on creditor matters. Preparation for several meetings. [REDACTED]. Attend meetings [REDACTED]. Work on [REDACTED]. [REDACTED] g. Work on creditor matters.
05/21/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Responded to third party inquiries. Disbursement review. Work on Title Store and collection matters. Various discussions surrounding warehouse auction and [REDACTED]. Review operational matters. Update [REDACTED].
05/22/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Attend file update call.
05/22/15	15092	Jeffrey Rosenberg	7.20	\$ 5,184.00	Work on human resource matters. Attend update call with Goodmans. Work on Title Store matters. Work on asset realization matters.
TOTAL			72.70	\$ 45,153.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 31, 2015
FTI Invoice No. 29001466
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through May 31, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$54,620.50
Expenses.....	<u>\$34.31</u>
Total Fees and Expenses.....	\$54,654.81
HST Registration No. 835718024RT0001	\$2,732.74
Total Amount Due this Period.....	\$57,387.55
Previous Balance Due.....	<u>\$140,680.25</u>
Total Amount Due.....	<u>\$198,067.80</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

May 31, 2015
FTI Invoice No. 29001466
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through May 31, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	9.0	\$7,560.00
Jeffrey Rosenberg	Managing Director	\$720.00	43.5	\$31,320.00
Michael Kennedy	Senior Consultant	\$395.00	39.5	\$15,602.50
Ana Arevalo	Administrative Professional	\$115.00	0.9	\$103.50
Linda Kelly	Administrative Professional	\$115.00	0.3	\$34.50
Total Hours and Fees			93.2	\$54,620.50
Other/Miscellaneous				\$34.31
Total Expenses				\$34.31
HST Registration No. 835718024RT0001				\$2,732.74
Invoice Total for Current Period				\$57,387.55

The Cash Store
436646.0003 - May 31, 2015
Invoice #29001466

Date	TK#	Name	Hours	Amount	Narrative
05/25/15	14798	Gregory Watson	2.00	\$ 1,680.00	General file updates and attended calls regarding the same. Review correspondence. Review litigation materials.
05/25/15	15092	Jeffrey Rosenberg	10.20	\$ 7,344.00	Update call [REDACTED]. Work with respect to closing the warehouses. Work on [REDACTED] matters. Work on Title Store matters. Work on litigation matters. Work on [REDACTED] Work on Money Mart sale matters.
05/25/15	18441	Linda Kelly	0.30	\$ 34.50	File administration.
05/25/15	18003	Michael Kennedy	4.50	\$ 1,777.50	Responded to third party inquiries. Disbursement review. Payment reconciliation. Work on Title Store and collection matters.
05/26/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/26/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review correspondence. Review litigation materials.
05/26/15	15092	Jeffrey Rosenberg	8.40	\$ 6,048.00	Work on bondholder matters. Work on litigation matters. Work on Title Store matters. Review of cash flow position.
05/26/15	18003	Michael Kennedy	8.70	\$ 3,436.50	Work on inventory liquidation matters and exit from warehouses. Responded to third party inquiries.
05/27/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review correspondence. Review bondholder matters.
05/27/15	15092	Jeffrey Rosenberg	5.30	\$ 3,816.00	Call with McCarthy regarding various file matters. Review of information [REDACTED] [REDACTED] Review of [REDACTED] Work on [REDACTED] [REDACTED]. Work on [REDACTED]
05/27/15	18003	Michael Kennedy	8.90	\$ 3,515.50	Work on [REDACTED] and exit from warehouses. Responded to third party inquiries. Review disbursements and follow up on outstanding payables matters.
05/28/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/28/15	14798	Gregory Watson	3.00	\$ 2,520.00	Review litigation materials. Review correspondence.
05/28/15	15092	Jeffrey Rosenberg	7.20	\$ 5,184.00	Work on litigation matters. Work on bondholder matters. Review of disbursements.
05/28/15	18003	Michael Kennedy	9.20	\$ 3,634.00	Work on [REDACTED] matters and exit from warehouses. Respond to third party inquiries. Review disbursements.
05/29/15	15092	Jeffrey Rosenberg	6.30	\$ 4,536.00	Work on mediation materials. Review of disbursements. Review of liquidation matters.
05/29/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Responded to third party inquiries. Attend final walkthrough with landlord at warehouses and discussions regarding property. Disbursement review. Work on Title Store matters.
05/30/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
05/30/15	15092	Jeffrey Rosenberg	1.80	\$ 1,296.00	Work on mediation materials. Work on Title Store matters.
05/31/15	15092	Jeffrey Rosenberg	4.30	\$ 3,096.00	Work on reporting for mediation. Review of correspondence. Review warehouse matters.
TOTAL			93.20	\$ 54,620.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 12, 2015
FTI Invoice No. 29001474
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 7, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$35,731.50
Expenses.....	<u>\$4,642.92</u>
Total Fees and Expenses.....	\$40,374.42
HST Registration No. 835718024RT0001	\$2,018.72
Total Amount Due this Period.....	\$42,393.14
Previous Balance Due.....	<u>\$123,468.23</u>
Total Amount Due.....	<u>\$165,861.37</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 12, 2015
FTI Invoice No. 29001474
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through June 7, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	7.0	\$5,880.00
Jeffrey Rosenberg	Managing Director	\$720.00	18.7	\$13,464.00
Michael Kennedy	Senior Consultant	\$395.00	41.4	\$16,353.00
Ana Arevalo	Administrative Professional	\$115.00	0.3	\$34.50
Total Hours and Fees			67.4	\$35,731.50
Business Meals				\$216.99
Telephone				\$39.33
Lodging				\$1,163.64
Transportation				\$3,222.96
Total Expenses				\$4,642.92
HST Registration No. 835718024RT0001				\$2,018.72
Invoice Total for Current Period				\$42,393.14

The Cash Store
436646.0003 - June 7, 2015
Invoice #29001474

Date	TK#	Name	Hours	Amount	Narrative
06/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
06/01/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review litigation materials. Review correspondence.
06/01/15	15092	Jeffrey Rosenberg	4.10	\$ 2,952.00	Review of disbursements. Work on Money Mart sale matters. Work on information requests [REDACTED]. Review of draft litigation materials.
06/01/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Update to estate accounts flow of funds for bondholders. Disbursement review. Cost reconciliation with various landlords. Work on Title Store matters.
06/02/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review correspondence. Updates regarding litigation matters. Review materials regarding the same.
06/02/15	15092	Jeffrey Rosenberg	7.40	\$ 5,328.00	Work on revised cash flow projections. Work on [REDACTED] schedules. Work on information request [REDACTED].
06/02/15	18003	Michael Kennedy	8.80	\$ 3,476.00	Disbursement review. Responded to third party inquiries. Further [REDACTED] schedules. Work on Title Store and collection matters. Work on cumulative actual versus budget cash flow review.
06/03/15	15092	Jeffrey Rosenberg	4.90	\$ 3,528.00	Work on revised cash flow projections. Work on mediation report and related schedules. Work on information request for mediation.
06/03/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Disbursement review. Follow up with [REDACTED]. Responded to multiple vendor inquiries. Cash position review. Work on Title Store matters.
06/04/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Update on outstanding matters.
06/04/15	15092	Jeffrey Rosenberg	2.30	\$ 1,656.00	Work on Money Mart transaction matters. Review of correspondence.
06/04/15	18003	Michael Kennedy	8.10	\$ 3,199.50	Cash position review. Work on Title Store matters. Update to court documentation. Disbursement review. Responded to third party inquiries. Correspondence with [REDACTED] regarding various matters.
06/05/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review litigation materials. Follow up regarding the same.
06/05/15	18003	Michael Kennedy	8.10	\$ 3,199.50	Work on operational matters. Review vendor cost reconciliation. Disbursement review. Cash position review. Responded to third party inquiries.
TOTAL			67.40	\$ 35,731.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 17, 2015
FTI Invoice No. 29001484
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 14, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$29,238.50
Expenses.....	<u>\$23,480.39</u>
Total Fees and Expenses.....	\$52,718.89
HST Registration No. 835718024RT0001	\$2,635.94
Total Amount Due this Period.....	\$55,354.83
Previous Balance Due.....	<u>\$165,861.37</u>
Total Amount Due.....	<u>\$221,216.20</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 17, 2015
FTI Invoice No. 29001484
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through June 14, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	11.0	\$9,240.00
Jeffrey Rosenberg	Managing Director	\$720.00	5.9	\$4,248.00
Michael Kennedy	Senior Consultant	\$395.00	39.7	\$15,681.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			57.2	\$29,238.50
Business Meals				\$2,140.65
Lodging				\$6,472.13
Other/Miscellaneous				\$1,824.00
Transportation				\$13,043.61
Total Expenses				\$23,480.39
HST Registration No. 835718024RT0001				\$2,635.94
Invoice Total for Current Period				\$55,354.83

The Cash Store
436646.0003 - June 14, 2015
Invoice #29001484

Date	TK#	Name	Hours	Amount	Narrative
06/08/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review litigation materials. Review correspondence.
06/08/15	15092	Jeffrey Rosenberg	1.80	\$ 1,296.00	Review of [REDACTED] matters. Review of disbursements.
06/08/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Review of cash position and disbursements. Update to outstanding disbursement listing. Work on Title Store matters. Respond to vendor inquiries. Work on various [REDACTED]
06/09/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
06/09/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence and file updates.
06/09/15	15092	Jeffrey Rosenberg	2.30	\$ 1,656.00	Work on [REDACTED] matters. Work on [REDACTED] Review [REDACTED]
06/09/15	18003	Michael Kennedy	8.60	\$ 3,397.00	Responded to creditor inquiries. Review of disbursements and cash position. Attend meeting with [REDACTED] Review liquidation materials. Work on Title Store matters. Review court materials regarding litigation matters.
06/10/15	14798	Gregory Watson	7.00	\$ 5,880.00	Review litigation materials. Review correspondence. Review materials [REDACTED] Attend calls regarding the same.
06/10/15	15092	Jeffrey Rosenberg	1.80	\$ 1,296.00	Attend calls with the company. Work on information request with Houlihan Lokey.
06/10/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Review disbursements. Review cash position. Responded to third party inquiries. Review lease agreement for Title Store location. Review invoices from various vendors regarding final service confirmation. Update to estate sale accounts.
06/11/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Work on litigation matters.
06/11/15	18003	Michael Kennedy	6.50	\$ 2,567.50	Review of cash position. Payment reconciliation and update listing to current. Responded to third party inquiries. Disbursement review. Correspondence with various vendors regarding account closure matters.
06/12/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
06/12/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Review of disbursements. Review cash position. Responded to vendor inquiries. Updates to various court files. Work on Title Store [REDACTED] . Work on [REDACTED]
TOTAL			57.20	\$ 29,238.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 24, 2015
FTI Invoice No. 29001492
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 21, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$34,183.00
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$34,183.00
HST Registration No. 835718024RT0001	\$1,709.15
Total Amount Due this Period.....	\$35,892.15
Total Amount Due.....	<u>\$35,892.15</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FPI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 24, 2015
FTI Invoice No. 29001492
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through June 21, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	6.0	\$5,040.00
Jeffrey Rosenberg	Managing Director	\$720.00	24.8	\$17,856.00
Michael Kennedy	Senior Consultant	\$395.00	28.4	\$11,218.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			59.8	\$34,183.00

HST Registration No. 835718024RT0001 **\$1,709.15**

Invoice Total for Current Period **\$35,892.15**

The Cash Store
436646.0003 - June 21, 2015
Invoice #29001492

Date	TK#	Name	Hours	Amount	Narrative
06/15/15	14798	Gregory Watson	1.00	\$ 840.00	Attend call regarding litigation matters. Review correspondence.
06/15/15	15092	Jeffrey Rosenberg	4.70	\$ 3,384.00	Review of disbursements. Work on Money Mart sale matters. Work on information [REDACTED]. Discussion with management. Call with Osler. Work on human resource matters.
06/15/15	18003	Michael Kennedy	8.10	\$ 3,199.50	Responded to third party inquires. Disbursement review. Reconciliation to unpaid vendor listing. Work on Title Store matters. Work on vendor related matters.
06/16/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
06/16/15	15092	Jeffrey Rosenberg	5.30	\$ 3,816.00	Review of outstanding disbursements. Review [REDACTED] Work on information for class action lawyers.
06/16/15	18003	Michael Kennedy	6.20	\$ 2,449.00	Review of disbursements. Review [REDACTED] third party lender balances. Responded to vendor related matters. [REDACTED] to operating account. Review and reconcile statements with specific vendors.
06/17/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
06/17/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review [REDACTED]. Correspondence regarding the same. Correspondence with legal counsel.
06/17/15	15092	Jeffrey Rosenberg	4.20	\$ 3,024.00	Work on [REDACTED] and correspondence with McCarthy's with respect to the same. Work on Money Mart related matters.
06/17/15	18003	Michael Kennedy	4.90	\$ 1,935.50	Disbursement review. Follow up with [REDACTED] regarding arrears at specific branch. Follow up regarding [REDACTED]. Review cash position. Review [REDACTED] agreement regarding specific fees. Work on Title Store matters.
06/18/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review of [REDACTED]. Correspondence regarding the same. Review correspondence.
06/18/15	15092	Jeffrey Rosenberg	4.10	\$ 2,952.00	Correspondence regarding settlement matters. Work on Money Mart sale matters. Review correspondence.
06/18/15	18003	Michael Kennedy	4.30	\$ 1,698.50	Responded to third party matters. Work on vendor related matters. Reconcile disbursement list. Work on Title Store matters. Update to court related materials. Update [REDACTED]
06/19/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Follow up [REDACTED]
06/19/15	15092	Jeffrey Rosenberg	3.90	\$ 2,808.00	Work on [REDACTED] Money Mart matters. Review of [REDACTED]. Discussions with management regarding various matters.
06/19/15	18003	Michael Kennedy	4.90	\$ 1,935.50	Disbursement reconciliation and correspondence with the company regarding payments to be disbursed. Work on vendor matters and specific account matters. Correspondence regarding the same. Responded to third party inquiries.
06/20/15	15092	Jeffrey Rosenberg	2.60	\$ 1,872.00	Review disbursements. Work on Money Mart transaction matters.
TOTAL			59.80	\$ 34,183.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 30, 2015
FTI Invoice No. 29001517
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through June 30, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$37,136.50
Expenses.....	<u>\$301.94</u>
Total Fees and Expenses.....	\$37,438.44
HST Registration No. 835718024RT0001	\$1,871.92
Total Amount Due this Period.....	\$39,310.36
Previous Balance Due.....	<u>\$35,892.15</u>
Total Amount Due.....	<u><u>\$75,202.51</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

June 30, 2015
FTI Invoice No. 29001517
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through June 30, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	6.0	\$5,040.00
Jeffrey Rosenberg	Managing Director	\$720.00	23.8	\$17,136.00
Michael Kennedy	Senior Consultant	\$395.00	37.7	\$14,891.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			68.1	\$37,136.50
Business Meals				\$130.76
Supplies				\$130.74
Other/Miscellaneous				\$40.44
Total Expenses				\$301.94
HST Registration No. 835718024RT0001				\$1,871.92
Invoice Total for Current Period				\$39,310.36

The Cash Store
436646.0003 - June 30, 2015
Invoice #29001517

Date	TK#	Name	Hours	Amount	Narrative
06/22/15	14798	Gregory Watson	1.00	\$ 840.00	Review third party lender material. Correspondence regarding the same.
06/22/15	15092	Jeffrey Rosenberg	3.70	\$ 2,664.00	Work on information technology matters. Work on third party lender matters.
06/22/15	18003	Michael Kennedy	5.80	\$ 2,291.00	Review and reconcile invoices to repudiation dates for payment purposes. Correspondence with accounts payable regarding the same. Cash position review. Disbursement review. Update payment listing. Responded to third party inquiries. Work on Title Store matters.
06/23/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
06/23/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review third party lender materials. Review correspondence. Attendance on call regarding legal matters.
06/23/15	15092	Jeffrey Rosenberg	4.50	\$ 3,240.00	Work on transfers at under value matters. Work on third party lender matters. Work on legal matters. Call with Goodmans and McCarthy regarding the same.
06/23/15	18003	Michael Kennedy	3.90	\$ 1,540.50	Disbursement review. Correspondence with [REDACTED] forwarding. Responded to third party inquiries. Deal with various vendors regarding payment matters. Correspondence with [REDACTED].
06/24/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
06/24/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review third party lender matters. Review correspondence. Follow up regarding the same.
06/24/15	15092	Jeffrey Rosenberg	3.30	\$ 2,376.00	Review of disbursements. [REDACTED]. Work on third party lender matters.
06/24/15	18003	Michael Kennedy	4.40	\$ 1,738.00	Correspondence with easyhome regarding services at purchased locations. Responded to third party inquiries. Cash position review. Disbursement review. Title Store matters. Work on operational matters.
06/25/15	15092	Jeffrey Rosenberg	2.70	\$ 1,944.00	Work on reduction of office footprint. Review of disbursements. Review correspondence.
06/25/15	18003	Michael Kennedy	3.40	\$ 1,343.00	Respond to third party vendors. Cash position review. Disbursement review. Work on Title Store matters. Work on operational matters.
06/26/15	18003	Michael Kennedy	3.20	\$ 1,264.00	Respond to third party inquiries. Operational matters. Correspondence regarding accounts payable and payment matters. Disbursement review.
06/27/15	15092	Jeffrey Rosenberg	3.40	\$ 2,448.00	Work on Title Store matters. Work on information technology matters. Review of schedules and information. Discussion with bondholders.
06/29/15	15092	Jeffrey Rosenberg	2.90	\$ 2,088.00	Work on third party lender matters. Review of disbursements.
06/29/15	18003	Michael Kennedy	8.50	\$ 3,357.50	[REDACTED]. Disbursement review. Correspondence with accounts payable regarding the same. Work on vendor related matters. Work on Title Store matters. Work on operational matters.
06/30/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Review legal matters.
06/30/15	15092	Jeffrey Rosenberg	3.30	\$ 2,376.00	Work on Title Store matters. Work on Money Mart sale matters. Work on information technology matters. Review legislation regarding [REDACTED].
06/30/15	18003	Michael Kennedy	8.50	\$ 3,357.50	Correspondence with accounts payable regarding outstanding items. Work on vendor related matters. Work on operational matters. Returned third party inquiries.
TOTAL			68.10	\$ 37,136.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 16, 2015
FTI Invoice No. 29001526
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 12, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$21,058.50
Expenses.....	<u>\$6,129.81</u>
Total Fees and Expenses.....	\$27,188.31
HST Registration No. 835718024RT0001	\$1,359.42
Total Amount Due this Period.....	\$28,547.73
Previous Balance Due.....	<u>\$75,202.51</u>
Total Amount Due.....	<u>\$103,750.24</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 16, 2015
FTI Invoice No. 29001526
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 12, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	7.0	\$5,880.00
Jeffrey Rosenberg	Managing Director	\$720.00	9.3	\$6,696.00
Michael Kennedy	Senior Consultant	\$395.00	21.3	\$8,413.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			38.2	\$21,058.50
Business Meals				\$462.49
Telephone				\$61.67
Lodging				\$1,815.69
Other/Miscellaneous				\$40.00
Transportation				\$3,749.96
Total Expenses				\$6,129.81
HST Registration No. 835718024RT0001				\$1,359.42
Invoice Total for Current Period				\$28,547.73

The Cash Store
436646.0003 - July 12, 2015
Invoice #29001526

Date	TK#	Name	Hours	Amount	Narrative
07/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/02/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/02/15	15092	Jeffrey Rosenberg	2.30	\$ 1,656.00	Review [REDACTED]. Work on information request [REDACTED].
07/02/15	18003	Michael Kennedy	4.50	\$ 1,777.50	Review and follow up on vendor related matters. Returned creditor inquiries. Disbursement review. Cash position review. Review payables matters.
07/03/15	15092	Jeffrey Rosenberg	2.60	\$ 1,872.00	Work on [REDACTED] matters. Work on information request for class action lawyers. Work on information technology matters. Work on office renewal matters.
07/03/15	18003	Michael Kennedy	3.80	\$ 1,501.00	Returned third party inquiries. Disbursement review. Cash position review. Updated payables listing. Work on vendor related matters.
07/06/15	15092	Jeffrey Rosenberg	1.30	\$ 936.00	Work on third party lender matters. Attend call with management regarding the same.
07/06/15	18003	Michael Kennedy	4.90	\$ 1,935.50	Review and update court materials. Update sale account flow of funds. Responded to third party inquiries. Work on vendor related matters.
07/07/15	14798	Gregory Watson	1.00	\$ 840.00	Review of correspondence and third party lender materials.
07/07/15	15092	Jeffrey Rosenberg	0.90	\$ 648.00	Work on [REDACTED] matters. Review [REDACTED].
07/07/15	18003	Michael Kennedy	4.30	\$ 1,698.50	Responded to third party inquiries. Cash position review. Correspondence and follow up with vendors regarding specific account cancellations. Review statements and invoices.
07/08/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review third party lender matters. Correspondence regarding the same.
07/08/15	15092	Jeffrey Rosenberg	2.20	\$ 1,584.00	Review of [REDACTED]. Review correspondence. Work on third party lender matters.
07/08/15	18003	Michael Kennedy	3.80	\$ 1,501.00	Responded to third party inquiries. Cash position review. Correspondence regarding vendor related matters.
07/09/15	14798	Gregory Watson	2.00	\$ 1,680.00	Update on litigation matters. Correspondence regarding third party lenders.
07/10/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review litigation materials. Correspondence [REDACTED].
TOTAL			38.20	\$ 21,058.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 22, 2015
FTI Invoice No. 29001535
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 19, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$22,797.00
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$22,797.00
HST Registration No. 835718024RT0001	\$1,139.85
Total Amount Due this Period.....	\$23,936.85
Previous Balance Due.....	<u>\$103,750.24</u>
Total Amount Due.....	<u>\$127,687.09</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 22, 2015
FTI Invoice No. 29001535
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 19, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	10.0	\$8,400.00
Jeffrey Rosenberg	Managing Director	\$720.00	19.9	\$14,328.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			30.5	\$22,797.00

HST Registration No. 835718024RT0001 **\$1,139.85**

Invoice Total for Current Period **\$23,936.85**

The Cash Store
436646.0003 - July 19, 2015
Invoice #29001535

Date	TK#	Name	Hours	Amount	Narrative
07/13/15	14798	Gregory Watson	1.00	\$ 840.00	Attend discussions with management. Review correspondence.
07/13/15	15092	Jeffrey Rosenberg	1.70	\$ 1,224.00	Work on downsizing rental space. Review contracts regarding the same. [REDACTED] Review of correspondence.
07/14/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/14/15	14798	Gregory Watson	1.00	\$ 840.00	Review of correspondence. Attend litigation related calls.
07/14/15	15092	Jeffrey Rosenberg	1.50	\$ 1,080.00	Review of correspondence and attend calls regarding litigation matters.
07/15/15	14798	Gregory Watson	7.00	\$ 5,880.00	Review litigation materials. Attend multiple meetings regarding the same. Review correspondence. Review sale matters.
07/15/15	15092	Jeffrey Rosenberg	3.30	\$ 2,376.00	Review of disbursements. Review of correspondence. Work on Money Mart sale matters.
07/16/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/16/15	15092	Jeffrey Rosenberg	5.70	\$ 4,104.00	Review of correspondence and discussions with management. Work on Title Store matters. Work on cash flow matters. [REDACTED]
07/17/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Correspondence with legal counsel.
07/17/15	15092	Jeffrey Rosenberg	7.70	\$ 5,544.00	Work on final cash flow. Work on Title Store matters. Review of disbursements and cash flow. Attend meeting with Osler regarding the same. [REDACTED]
TOTAL			30.50	\$ 22,797.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 30, 2015
FTI Invoice No. 29001543
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 26, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$22,290.50
Expenses.....	<u>\$1,838.47</u>
Total Fees and Expenses.....	\$24,128.97
HST Registration No. 835718024RT0001	\$1,206.45
Total Amount Due this Period.....	\$25,335.42
Previous Balance Due.....	<u>\$23,936.85</u>
Total Amount Due.....	<u>\$49,272.27</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 30, 2015
FTI Invoice No. 29001543
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 26, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	5.0	\$4,200.00
Jeffrey Rosenberg	Managing Director	\$720.00	15.1	\$10,872.00
Michael Kennedy	Senior Consultant	\$395.00	18.1	\$7,149.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			38.8	\$22,290.50
Business Meals				\$202.64
Supplies				\$151.99
Lodging				\$1,366.84
Transportation				\$117.00
Total Expenses				\$1,838.47
HST Registration No. 835718024RT0001				\$1,206.45
Invoice Total for Current Period				\$25,335.42

The Cash Store
436646.0003 - July 26, 2015
Invoice #29001543

Date	TK#	Name	Hours	Amount	Narrative
07/20/15	14798	Gregory Watson	1.00	\$ 840.00	Review litigation materials. Review correspondence. Update [REDACTED]
07/20/15	15092	Jeffrey Rosenberg	4.50	\$ 3,240.00	Review of [REDACTED]s. Discussions with management. Work on office closure plan. Work on Title Store matters. Review of disbursements. Preparation for meeting.
07/21/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/21/15	14798	Gregory Watson	1.00	\$ 840.00	Review litigation materials. Attend meeting regarding the same.
07/21/15	15092	Jeffrey Rosenberg	5.70	\$ 4,104.00	Prepare for and attend meeting [REDACTED]. Review of revised [REDACTED] Review of [REDACTED] Discussions with management regarding the same.
07/21/15	18003	Michael Kennedy	4.40	\$ 1,738.00	Updated flow of funds. Update court materials. Review disbursements. Work on Title Store matters. Cash position review.
07/22/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/22/15	14798	Gregory Watson	1.00	\$ 840.00	Review settlement materials. Correspondence regarding the same.
07/22/15	15092	Jeffrey Rosenberg	1.90	\$ 1,368.00	Review of disbursements. Review of banking matters. Work on information technology matters. Work on [REDACTED]
07/22/15	18003	Michael Kennedy	4.50	\$ 1,777.50	Responded to third party inquiries. [REDACTED] expense purposes. Review court materials. Vendor related matters.
07/23/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Update regarding litigation matters.
07/23/15	15092	Jeffrey Rosenberg	1.20	\$ 864.00	Work on staffing update and attend calls regarding the same.
07/23/15	18003	Michael Kennedy	5.10	\$ 2,014.50	Review disbursements. Reconcile payment lists. Cash position review. Vendor related matters. Review Title Store related matters. Responded to third party inquiries.
07/24/15	14798	Gregory Watson	1.00	\$ 840.00	Review [REDACTED] materials. Correspondence regarding the same.
07/24/15	15092	Jeffrey Rosenberg	1.80	\$ 1,296.00	Work with respect to [REDACTED] and Title Store matters. Review of correspondence.
07/24/15	18003	Michael Kennedy	4.10	\$ 1,619.50	Disbursement review. Correspondence with vendors regarding service matters. Work on Title Store matters. Work on operational matters. Cash position review.
TOTAL			38.80	\$ 22,290.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 31, 2015
FTI Invoice No. 29001576
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$31,163.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$31,163.50
HST Registration No. 835718024RT0001	\$1,558.18
Total Amount Due this Period.....	\$32,721.68
Previous Balance Due.....	<u>\$49,272.27</u>
Total Amount Due.....	<u>\$81,993.95</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

July 31, 2015
FTI Invoice No. 29001576
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through July 31, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	5.0	\$4,200.00
Jeffrey Rosenberg	Managing Director	\$720.00	32.8	\$23,616.00
Michael Kennedy	Senior Consultant	\$395.00	8.3	\$3,278.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			46.7	\$31,163.50

HST Registration No. 835718024RT0001 **\$1,558.18**

Invoice Total for Current Period **\$32,721.68**

The Cash Store
436646.0003 - July 31, 2015
Invoice #29001576

Date	TK#	Name	Hours	Amount	Narrative
07/27/15	14798	Gregory Watson	1.00	\$ 840.00	Review litigation materials. Review correspondence.
07/27/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Work on office closing matters. Work on human resources matters. [REDACTED] [REDACTED]. Work on Money Mart sale matters.
07/27/15	18003	Michael Kennedy	4.30	\$ 1,698.50	Cash position review. Disbursement review. Returned third party inquiries. [REDACTED] review. [REDACTED] correspondence regarding miscellaneous items. Work on operational matters.
07/28/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/28/15	14798	Gregory Watson	1.00	\$ 840.00	Review [REDACTED] materials and correspondence regarding litigation matters.
07/28/15	15092	Jeffrey Rosenberg	8.10	\$ 5,832.00	Review [REDACTED] correspondence. Meeting to discuss the timing of [REDACTED]. Review of information for class action lawyers. Review [REDACTED]
07/28/15	18003	Michael Kennedy	3.20	\$ 1,264.00	Discussions regarding [REDACTED]. Review disbursements. Title Store matters. Responded to third party inquiries.
07/29/15	14798	Gregory Watson	1.00	\$ 840.00	Review [REDACTED]. Correspondence regarding litigation.
07/29/15	15092	Jeffrey Rosenberg	8.40	\$ 6,048.00	Work on Money Mart sale matters. Review of disbursements. Work on easyhome financial sale matters. Work on [REDACTED] matters. Review of [REDACTED]
07/29/15	18003	Michael Kennedy	0.80	\$ 316.00	Review correspondence. Responded to third party inquiries.
07/30/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
07/30/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Correspondence with legal counsel.
07/30/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Work on information technology matters. Discussions with staff. Review of disbursements. Work on [REDACTED]. Call with McCarthy regarding the same.
07/31/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Update on outstanding items.
TOTAL			46.70	\$ 31,163.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 12, 2015
FTI Invoice No. 29001583
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 9, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$26,619.50
Expenses.....	<u>\$26.55</u>
Total Fees and Expenses.....	\$26,646.05
HST Registration No. 835718024RT0001	\$1,332.30
Total Amount Due this Period.....	\$27,978.35
Previous Balance Due.....	<u>\$25,335.42</u>
Total Amount Due.....	<u><u>\$53,313.77</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 12, 2015
FTI Invoice No. 29001583
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through August 9, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	1.0	\$840.00
Jeffrey Rosenberg	Managing Director	\$720.00	29.4	\$21,168.00
Michael Kennedy	Senior Consultant	\$395.00	11.5	\$4,542.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			42.5	\$26,619.50
Transportation				\$26.55
Total Expenses				\$26.55

HST Registration No. 835718024RT0001 **\$1,332.30**

Invoice Total for Current Period **\$27,978.35**

The Cash Store
436646.0003 - August 9, 2015
Invoice #29001583

Date	TK#	Name	Hours	Amount	Narrative
08/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/02/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/04/15	15092	Jeffrey Rosenberg	8.20	\$ 5,904.00	Work on [REDACTED]. [REDACTED]. Work on information request [REDACTED]. Review of disbursements and coordinate having disbursements paid. Work on creditor inquiries. Work on cash flow forecasting. Review of payables. Work on human resource matters.
08/04/15	18003	Michael Kennedy	3.50	\$ 1,382.50	Responded to third party inquiries. Disbursement review. Follow up with the company regarding specific payment items. Operational matters. Title Store matters.
08/05/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Work on creditor inquiries. Work on [REDACTED] matters. Review of disbursements. Work on office closure matters. Work on [REDACTED]. Work on [REDACTED].
08/05/15	18003	Michael Kennedy	2.10	\$ 829.50	Preparation and execution [REDACTED]. Responded to third party inquiries. Cash position review. Disbursement review.
08/06/15	15092	Jeffrey Rosenberg	7.60	\$ 5,472.00	Work on [REDACTED]. Work on [REDACTED] matters. Review [REDACTED]. [REDACTED]. Work on Title Store matters. Review of disbursements.
08/06/15	18003	Michael Kennedy	3.70	\$ 1,461.50	Responded to third party inquiries. Cash position review. Coordinate disbursements with the company. Operational matters. Update estate flow of funds.
08/07/15	14798	Gregory Watson	1.00	\$ 840.00	Review litigation materials. Review correspondence.
08/07/15	15092	Jeffrey Rosenberg	5.30	\$ 3,816.00	Review of disbursements. Work on real estate matters. Work on [REDACTED]. Review of [REDACTED].
08/07/15	18003	Michael Kennedy	2.20	\$ 869.00	Disbursement review. Cash position review. Work on vendor related matters.
TOTAL			42.50	\$ 26,619.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 19, 2015
FTI Invoice No. 29001595
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 16, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$46,055.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$46,055.50
HST Registration No. 835718024RT0001	\$2,302.78
Total Amount Due this Period.....	\$48,358.28
Previous Balance Due.....	<u>\$53,313.77</u>
Total Amount Due.....	<u><u>\$101,672.05</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 19, 2015
FTI Invoice No. 29001595
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through August 16, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	10.0	\$8,400.00
Jeffrey Rosenberg	Managing Director	\$720.00	35.8	\$25,776.00
Michael Kennedy	Senior Consultant	\$395.00	29.9	\$11,810.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			76.3	\$46,055.50

HST Registration No. 835718024RT0001 **\$2,302.78**

Invoice Total for Current Period **\$48,358.28**

The Cash Store
436646.0003 - August 16, 2015
Invoice #29001595

Date	TK#	Name	Hours	Amount	Narrative
08/10/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review [REDACTED]. Correspondence regarding the same.
08/10/15	15092	Jeffrey Rosenberg	6.90	\$ 4,968.00	Work on [REDACTED]. Review of disbursements. Review of correspondence regarding agreements. Work on real estate matters. Work on [REDACTED]
08/10/15	18003	Michael Kennedy	4.20	\$ 1,659.00	Cash position review. Disbursement review. Work on operational matters. Responded to creditor inquiries. Discussion regarding Title Store matters.
08/11/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/11/15	14798	Gregory Watson	2.00	\$ 1,680.00	Attend calls with counsel regarding court matters. Review court materials.
08/11/15	15092	Jeffrey Rosenberg	4.90	\$ 3,528.00	Calls with McCarthy regarding future court appearances. Work on court materials. Review of disbursements. Conference call with Goodmans. Work [REDACTED] Work with respect to [REDACTED]
08/11/15	18003	Michael Kennedy	6.20	\$ 2,449.00	Responded to third party inquiries. Work related to Money Mart sale. Disbursement review. Cash position review. Work on operational wind down matters.
08/12/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/12/15	14798	Gregory Watson	2.00	\$ 1,680.00	Update regarding regulatory status. Follow up correspondence and review regarding the same.
08/12/15	15092	Jeffrey Rosenberg	9.20	\$ 6,624.00	Work on regulatory matters. Review of disbursements. Review correspondence. Work on litigation matters. Work on [REDACTED]
08/12/15	18003	Michael Kennedy	8.50	\$ 3,357.50	Returned third party inquiries. Disbursement review. Correspondence with accounts payable regarding the same. Work related to Money Mart sale matters. Work and discussions related to Title Store matters.
08/13/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review correspondence. Review [REDACTED]
08/13/15	15092	Jeffrey Rosenberg	9.50	\$ 6,840.00	Review of [REDACTED] agreement. Work on Money Mart reconciliation. Work on wind down matters with [REDACTED]. Calls with Osler regarding record destruction. Work on [REDACTED] matters.
08/13/15	18003	Michael Kennedy	8.90	\$ 3,515.50	Work and discussions related to Money Mart sale matters. Disbursement review. Cash position review. Correspondence with accounts payable regarding the same. Discussions related to wind down matters.
08/14/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review legal correspondence. Review [REDACTED]
08/14/15	15092	Jeffrey Rosenberg	5.30	\$ 3,816.00	Work on [REDACTED] matters. Work on real estate matters. Review legal matters.
08/14/15	18003	Michael Kennedy	2.10	\$ 829.50	Edited and updated court materials. Correspondence regarding Title Store matters.
TOTAL			76.30	\$ 46,055.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 28, 2015
FTI Invoice No. 29001602
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 23, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$34,743.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$34,743.50
HST Registration No. 835718024RT0001	\$1,737.18
Total Amount Due this Period.....	\$36,480.68
Previous Balance Due.....	<u>\$48,358.28</u>
Total Amount Due.....	<u>\$84,838.96</u>

Please Wire Transfer To:

**Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715**



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 28, 2015
FTI Invoice No. 29001602
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through August 23, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	8.0	\$6,720.00
Jeffrey Rosenberg	Managing Director	\$720.00	31.2	\$22,464.00
Michael Kennedy	Senior Consultant	\$395.00	13.9	\$5,490.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			53.7	\$34,743.50

HST Registration No. 835718024RT0001 **\$1,737.18**

Invoice Total for Current Period **\$36,480.68**

The Cash Store
436646.0003 - August 23, 2015
Invoice #29001602

Date	TK#	Name	Hours	Amount	Narrative
08/17/15	14798	Gregory Watson	1.00	\$ 840.00	Review [REDACTED] and correspondence regarding the same.
08/17/15	15092	Jeffrey Rosenberg	6.10	\$ 4,392.00	Work on [REDACTED]. Review of disbursements. Review of correspondence regarding [REDACTED]. Work on real estate matters.
08/17/15	18003	Michael Kennedy	2.90	\$ 1,145.50	Updated court materials. Disbursement review. Cash position review. Correspondence regarding vendor related matters. Prepare [REDACTED]
08/18/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/18/15	14798	Gregory Watson	1.00	\$ 840.00	Attend conference call regarding court matters. Review correspondence.
08/18/15	15092	Jeffrey Rosenberg	6.90	\$ 4,968.00	Calls with McCarthy regarding future court appearances. Work on court materials. Review of disbursements. Attend conference call with Goodmans. Work [REDACTED]. Work with respect to [REDACTED]
08/18/15	18003	Michael Kennedy	2.50	\$ 987.50	Review disbursements. Attend conference call regarding [REDACTED]. Follow up regarding the same. Cash position review.
08/19/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/19/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review court materials. Correspondence regarding the same. Review correspondence.
08/19/15	15092	Jeffrey Rosenberg	1.70	\$ 1,224.00	Work on and review court materials. Review correspondence.
08/19/15	18003	Michael Kennedy	0.70	\$ 276.50	Follow up regarding [REDACTED]. Correspondence regarding vendor related matters.
08/20/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review court materials. Correspondence regarding the same.
08/20/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Work on contract disclaimers. Work on cash flow forecast. Attend conference call with McCarthy. Work on court materials.
08/20/15	18003	Michael Kennedy	4.30	\$ 1,698.50	Updated outstanding payables listing. Review disbursements. Update flow of funds. Correspondence and meetings regarding Title Store matters. Responded to third party inquiries.
08/21/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review court materials. Review correspondence.
08/21/15	15092	Jeffrey Rosenberg	8.20	\$ 5,904.00	Work on cash flow projections. Work on court report. Calls with McCarthy regarding the same. Work on [REDACTED]. Work [REDACTED] matters. Review of court documentation.
08/21/15	18003	Michael Kennedy	3.50	\$ 1,382.50	Responded to vendor inquiries. Review of cash flow forecast. Correspondence related to Title Store matters. Work on operational matters.
TOTAL			53.70	\$ 34,743.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 31, 2015
FTI Invoice No. 29001606
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through August 31, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$43,002.00
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$43,002.00
HST Registration No. 835718024RT0001	\$2,150.10
Total Amount Due this Period.....	\$45,152.10
Previous Balance Due.....	<u>\$84,838.96</u>
Total Amount Due.....	<u>\$129,991.06</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

August 31, 2015
FTI Invoice No. 29001606
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through August 31, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	6.0	\$5,040.00
Jeffrey Rosenberg	Managing Director	\$720.00	28.6	\$20,592.00
Michael Kennedy	Senior Consultant	\$395.00	43.8	\$17,301.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			79.0	\$43,002.00

HST Registration No. 835718024RT0001 **\$2,150.10**

Invoice Total for Current Period **\$45,152.10**

The Cash Store
436646.0003 - August 31, 2015
Invoice #29001606

Date	TK#	Name	Hours	Amount	Narrative
08/24/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Correspondence regarding status updates. Review of disbursements. Work with respect to [REDACTED]
08/24/15	15092	Jeffrey Rosenberg	4.00	\$ 2,880.00	Conference call with McCarthy. Work on cash flow projections. Attend update conference call.
08/24/15	18003	Michael Kennedy	8.90	\$ 3,515.50	Responded to third party inquiries. Disbursement review. Cash position review. Review Money Mart sale matters.
08/25/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/25/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Review court materials.
08/25/15	15092	Jeffrey Rosenberg	5.40	\$ 3,888.00	Work on cash flow projections. Work on court report. Attend conference call regarding [REDACTED]
08/25/15	18003	Michael Kennedy	8.60	\$ 3,397.00	Work on Money Mart sale matters. Disbursement review. Review [REDACTED] matters and call regarding the same. Responded to vendor inquiries. Cash position review. Attend call regarding document matters.
08/26/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review court materials. Review [REDACTED] matters. Review correspondence.
08/26/15	15092	Jeffrey Rosenberg	3.70	\$ 2,664.00	Work on court report. Review of [REDACTED]
08/26/15	18003	Michael Kennedy	8.50	\$ 3,357.50	Work on Money Mart sale matters. Disbursement review. Cash position review. Review move forward [REDACTED]. Responded to third party inquiries.
08/27/15	15092	Jeffrey Rosenberg	2.40	\$ 1,728.00	Work with respect to [REDACTED] s. Work on [REDACTED] issues. Work on human resource matters.
08/27/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Responded to third party inquiries. Disbursement review. Work on Money Mart matters. Cash position review.
08/28/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
08/28/15	15092	Jeffrey Rosenberg	4.80	\$ 3,456.00	Review of disbursements. Work on Money Mart matters. Review of legal correspondence. Work on [REDACTED] matters. Work on [REDACTED] calculation matters. Work on Plan matters.
08/28/15	18003	Michael Kennedy	4.50	\$ 1,777.50	Cash position review. Review and update court materials. Update flow of funds. Responded to third party inquiries. Disbursement review.
08/31/15	14798	Gregory Watson	2.00	\$ 1,680.00	Attend call regarding [REDACTED]. Correspondence regarding the same. Correspondence with legal counsel.
08/31/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Prepare for and attend meeting [REDACTED]. Work on Money Mart matters. Respond to inquiries [REDACTED]. Attend update conference calls [REDACTED]
08/31/15	18003	Michael Kennedy	5.10	\$ 2,014.50	Cash position review. Updated court materials. Disbursement review. Responded to vendor inquiries. Work on operational matters.
TOTAL			79.00	\$ 43,002.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 10, 2015
FTI Invoice No. 29001632
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 6, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$36,662.00
Expenses.....	<u>\$7,155.36</u>
Total Fees and Expenses.....	\$43,817.36
HST Registration No. 835718024RT0001	\$2,190.87
Total Amount Due this Period.....	\$46,008.23
Previous Balance Due.....	<u>\$48,358.28</u>
Total Amount Due.....	<u>\$94,366.51</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 10, 2015
FTI Invoice No. 29001632
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 6, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	6.0	\$5,040.00
Jeffrey Rosenberg	Managing Director	\$720.00	33.4	\$24,048.00
Michael Kennedy	Senior Consultant	\$395.00	19.0	\$7,505.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			59.0	\$36,662.00
Business Meals				\$773.24
Telephone				\$61.67
Lodging				\$1,266.18
Other/Miscellaneous				\$814.60
Transportation				\$4,239.67
Total Expenses				\$7,155.36
HST Registration No. 835718024RT0001				\$2,190.87
Invoice Total for Current Period				\$46,008.23

The Cash Store
436646.0003 - September 6, 2015
Invoice #29001632

Date	TK#	Name	Hours	Amount	Narrative
09/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/01/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review draft of Plan. Attend update conference call regarding the same.
09/01/15	15092	Jeffrey Rosenberg	9.10	\$ 6,552.00	Review draft of Plan. Work on cash flow projections. Work on Money Mart sale matters. Attend update conference call.
09/01/15	18003	Michael Kennedy	4.20	\$ 1,659.00	Disbursement reviews. Cash position review. Facilitate [REDACTED] request. Responded to third party inquiries. Work on [REDACTED] matters. Work on Title Store matters.
09/02/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/02/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review draft of Plan. Review correspondence.
09/02/15	15092	Jeffrey Rosenberg	8.20	\$ 5,904.00	Work on information technology matters. Review [REDACTED]. Review of receipts and disbursements. Work on [REDACTED]
09/02/15	18003	Michael Kennedy	4.80	\$ 1,896.00	Correspondence with [REDACTED] regarding [REDACTED]. Updated flow of funds for estate accounts. Responded to third party inquiries. Disbursement review. Cash position review. Attended calls with the company regarding outstanding matters.
09/03/15	15092	Jeffrey Rosenberg	8.10	\$ 5,832.00	[REDACTED]. Work on [REDACTED] matters. Further review of the Plan.
09/03/15	18003	Michael Kennedy	4.80	\$ 1,896.00	Correspondence with vendor regarding storage contents. Follow up with the company regarding move forward plan. Responded to third party matters. Review [REDACTED]. Disbursement review. Provided details reconciling to [REDACTED]
09/04/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review settlement materials. Review correspondence. Attend call regarding [REDACTED]
09/04/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Review of disbursements. Work on analysis [REDACTED]. Work on information [REDACTED]. Attend conference call regarding [REDACTED] matters and review documents.
09/04/15	18003	Michael Kennedy	5.20	\$ 2,054.00	[REDACTED]. Responded to third party inquiries. Correspondence regarding [REDACTED] matters. Updated court materials. Updated flow of funds for specific estate accounts. Disbursement review. Review [REDACTED]
TOTAL			59.00	\$ 36,662.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 16, 2015
FTI Invoice No. 29001643
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 13, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$31,368.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$31,368.50
HST Registration No. 835718024RT0001	\$1,568.43
Total Amount Due this Period.....	\$32,936.93
Previous Balance Due.....	<u>\$94,366.51</u>
Total Amount Due.....	<u><u>\$127,303.44</u></u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 16, 2015
FTI Invoice No. 29001643
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 13, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	4.0	\$3,360.00
Jeffrey Rosenberg	Managing Director	\$720.00	28.1	\$20,232.00
Michael Kennedy	Senior Consultant	\$395.00	19.6	\$7,742.00
Ana Arevalo	Administrative Professional	\$115.00	0.3	\$34.50
Total Hours and Fees			52.0	\$31,368.50

HST Registration No. 835718024RT0001 **\$1,568.43**

Invoice Total for Current Period **\$32,936.93**

The Cash Store
436646.0003 - September 13, 2015
Invoice #29001643

Date	TK#	Name	Hours	Amount	Narrative
09/08/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Attend update call regarding outstanding matters.
09/08/15	15092	Jeffrey Rosenberg	8.20	\$ 5,904.00	Work on real estate matters. Attend update calls. Work on realization schedules. Review [REDACTED]
09/08/15	18003	Michael Kennedy	5.20	\$ 2,054.00	Cash position review. Correspondence regarding outstanding items. Internal meeting regarding the same. Disbursement review. Work on [REDACTED] matters. Responded to third party inquiries. Work on information technology matters. [REDACTED]
09/09/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/09/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Review litigation related materials.
09/09/15	15092	Jeffrey Rosenberg	6.10	\$ 4,392.00	Update analysis for bondholders. Work on receipts and disbursements. Work on [REDACTED] matters. Work on Money Mart sale matters.
09/09/15	18003	Michael Kennedy	8.30	\$ 3,278.50	Review disbursements. Review cash position. Responded to third party inquiries. Updated cash actuals. Multiple calls with the company regarding transition plan of specific tasks. Follow up regarding [REDACTED]
09/10/15	14798	Gregory Watson	1.00	\$ 840.00	Review litigation documents. Correspondence regarding the same.
09/10/15	15092	Jeffrey Rosenberg	5.80	\$ 4,176.00	Working on information [REDACTED]. Discussion with Osler regarding the same. Work on draft court materials. Review of disbursements. Work on [REDACTED]
09/10/15	18003	Michael Kennedy	6.10	\$ 2,409.50	Review and updated court materials. Disbursement review. [REDACTED] Correspondence with the company regarding disbursement items. Updated cash actuals. Further follow up regarding [REDACTED] matters. Updated various schedules.
09/11/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Review court materials.
09/11/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Review of draft Plan. Work on information for class action legal counsel. Discussions with Osler regarding the same. Review of disbursements. Work on [REDACTED]
TOTAL			52.00	\$ 31,368.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 24, 2015
FTI Invoice No. 29001650
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 20, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$39,622.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$39,622.50
HST Registration No. 835718024RT0001	\$1,981.13
Total Amount Due this Period.....	\$41,603.63
Previous Balance Due.....	<u>\$127,303.44</u>
Total Amount Due.....	<u>\$168,907.07</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 24, 2015
FTI Invoice No. 29001650
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 20, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	4.0	\$3,360.00
Jeffrey Rosenberg	Managing Director	\$720.00	32.4	\$23,328.00
Michael Kennedy	Senior Consultant	\$395.00	32.6	\$12,877.00
Ana Arevalo	Administrative Professional	\$115.00	0.5	\$57.50
Total Hours and Fees			69.5	\$39,622.50

HST Registration No. 835718024RT0001 **\$1,981.13**

Invoice Total for Current Period **\$41,603.63**

The Cash Store
436646.0003 - September 20, 2015
Invoice #29001650

Date	TK#	Name	Hours	Amount	Narrative
09/14/15	14798	Gregory Watson	1.00	\$ 840.00	Review court materials. Review correspondence.
09/14/15	15092	Jeffrey Rosenberg	1.90	\$ 1,368.00	Review of court materials. Work on sale matters.
09/14/15	18003	Michael Kennedy	8.00	\$ 3,160.00	Updated court related materials. Updated cash actuals and reconciled bank balances. Disbursement review. Reconcile [REDACTED]. Reconciled payment listing. Responded to creditor matters. Work on Title Store matters.
09/15/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/15/15	14798	Gregory Watson	1.00	\$ 840.00	Review court materials and related correspondence.
09/15/15	15092	Jeffrey Rosenberg	1.80	\$ 1,296.00	Review court materials. Review correspondence.
09/15/15	18003	Michael Kennedy	4.90	\$ 1,935.50	Updated cash actuals and reconciled bank balance. Updated payables listing. Correspondence with accounts payable regarding the same. Responded to creditor matters. Updated flow of funds on sale accounts. Correspondence [REDACTED]
09/16/15	15273	Ana Arevalo	0.20	\$ 23.00	File administration.
09/16/15	14798	Gregory Watson	1.00	\$ 840.00	Correspondence regarding court materials. Review correspondence.
09/16/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Review of disbursements. Work on court related materials. Correspondence regarding the same. Work on litigation matters.
09/16/15	18003	Michael Kennedy	7.60	\$ 3,002.00	Updated cash actuals and reconciled to bank accounts. Follow up regarding deposits. Attend file update meeting. Set up [REDACTED]. Review disbursements. Responded to third party matters. Work on Title Store matters. Review draft Plan.
09/17/15	14798	Gregory Watson	1.00	\$ 840.00	Attend conference call with legal counsel. Review correspondence.
09/17/15	15092	Jeffrey Rosenberg	8.40	\$ 6,048.00	Work on [REDACTED]. Review of Factum. Conference call with McCarthy. Work on [REDACTED]. Review of court materials.
09/17/15	18003	Michael Kennedy	7.40	\$ 2,923.00	Updated and reconciled cash actuals. Updated [REDACTED]. Updated [REDACTED] schedule. [REDACTED] and attend meeting regarding the same. Prepared and updated court related materials. Responded to third party matters. Review draft Plan.
09/18/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Work on information technology matters. Work on file closure matters. Attend conference call. Review of court materials. Work on Chapter 15 related matters.
09/18/15	18003	Michael Kennedy	1.20	\$ 474.00	Review disbursements. Responded to third party inquiries. Correspondence with accounts payable staff regarding certain payments.
09/19/15	15092	Jeffrey Rosenberg	2.00	\$ 1,440.00	Work on court materials. Work on creditor matters.
09/20/15	15092	Jeffrey Rosenberg	2.00	\$ 1,440.00	Review court materials. Review correspondence.
09/20/15	18003	Michael Kennedy	3.50	\$ 1,382.50	Update sale account flow of funds. Reconcile payment list and [REDACTED]. [REDACTED] Review draft of Plan.
TOTAL			69.50	\$ 39,622.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 30, 2015
FTI Invoice No. 29001656
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through September 30, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$75,901.50
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$75,901.50
HST Registration No. 835718024RT0001	\$3,795.08
Total Amount Due this Period.....	\$79,696.58
Total Amount Due.....	<u>\$79,696.58</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

September 30, 2015
FTI Invoice No. 29001656
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through September 30, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	8.0	\$6,720.00
Jeffrey Rosenberg	Managing Director	\$720.00	66.1	\$47,592.00
Michael Kennedy	Senior Consultant	\$395.00	53.9	\$21,290.50
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	2.0	\$230.00
Total Hours and Fees			130.6	\$75,901.50

HST Registration No. 835718024RT0001 **\$3,795.08**

Invoice Total for Current Period **\$79,696.58**

The Cash Store
436646.0003 - September 30, 2015
Invoice #29001656

Date	TK#	Name	Hours	Amount	Narrative
09/21/15	14798	Gregory Watson	1.00	\$ 840.00	Review court materials. Attend conference calls regarding the same.
09/21/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Set up [REDACTED]. Attend update conference call. Work on court materials. Attend various conference calls regarding court materials.
09/21/15	18003	Michael Kennedy	8.80	\$ 3,476.00	Review draft Plan. Review draft Meeting Order. Review Monitor responsibilities. Review historical Sanction Order wording.
09/22/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/22/15	14798	Gregory Watson	1.00	\$ 840.00	Review court materials. Correspondence regarding the same.
09/22/15	15092	Jeffrey Rosenberg	9.10	\$ 6,552.00	Work on court materials and attend various calls regarding the same. Correspondence with legal counsel. Work on [REDACTED].
09/22/15	18003	Michael Kennedy	6.50	\$ 2,567.50	Creation of [REDACTED]. Follow up correspondence regarding the same. Cash actuals update and reconciliation. Disbursement review. Correspondence with accounts payable regarding the same. Review [REDACTED]. Follow up on [REDACTED] matters.
09/23/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
09/23/15	14798	Gregory Watson	1.00	\$ 840.00	Review court documentation. Review correspondence.
09/23/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Work on court materials. Attend various calls regarding [REDACTED] issues. Review of Monitor's report.
09/23/15	18441	Linda Kelly	0.50	\$ 57.50	File administration.
09/23/15	18003	Michael Kennedy	7.60	\$ 3,002.00	Updated cash actuals and reconciled to the bank. Review draft court materials and prepare Monitor responsibility matrix. Correspondence with various publishing companies [REDACTED]. Review disbursements. Responded to third party inquiries.
09/24/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Work on court materials. Work on Money Mart sale matters and attend various calls regarding the same.
09/24/15	18441	Linda Kelly	0.40	\$ 46.00	File administration.
09/24/15	18003	Michael Kennedy	6.50	\$ 2,567.50	Review draft court materials. Responded to third party inquiries. [REDACTED]. Correspondence with various newspaper companies regarding future notice postings. Prepare matrix containing Monitor responsibilities.
09/25/15	15092	Jeffrey Rosenberg	6.80	\$ 4,896.00	Work on Money Mart sale matters. Finalize court materials. Work on schedules [REDACTED].
09/25/15	18441	Linda Kelly	0.30	\$ 34.50	File administration.
09/25/15	18003	Michael Kennedy	4.90	\$ 1,935.50	Updated cash actuals and reconciled to the bank statement. Review draft court materials. Prepare list of [REDACTED]. Review disbursements. Update payment list and cash transfer request. Responded to creditor matters.
09/28/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review court matters. Attend calls regarding court hearing. Review correspondence.
09/28/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	Attend conference call regarding court hearing. Attend follow up conference call regarding the same. Review of receipts and disbursements. Update realization analysis. Work with respect to [REDACTED].
09/28/15	18003	Michael Kennedy	7.10	\$ 2,804.50	Updated cash actuals and reconciled to bank statement. Responded to creditor inquiries. Disbursement review. Correspondence with accounts payable team regarding the same. Review of draft court materials. Review flow of funds for wind down matters.
09/29/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Attend call regarding court matters.
09/29/15	15092	Jeffrey Rosenberg	9.60	\$ 6,912.00	Review of disbursements. Prepare for sending out notices in accordance with prospective Orders. Review of served court materials. Attend conference call with respect to court.
09/29/15	18003	Michael Kennedy	7.00	\$ 2,765.00	Updated cash actuals. Reconcile to bank statement. Responded to vendor related matters. Coordinate disbursements and [REDACTED]. Correspondence regarding legal notice for publishing. Review draft court materials.
09/30/15	14798	Gregory Watson	2.00	\$ 1,680.00	Attendance at court. Review correspondence.
09/30/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Attend court. Review of revised changes to the Plan. Review of court endorsement.
09/30/15	18441	Linda Kelly	0.80	\$ 92.00	File administration.
09/30/15	18003	Michael Kennedy	5.50	\$ 2,172.50	Updated cash actuals. Review draft court materials. Correspondence regarding legal documentation. Review court materials. Update court matrix. Work on vendor related matters.
TOTAL			130.60	\$ 75,901.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 14, 2015
FTI Invoice No. 29001676
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 11, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$58,981.50
Expenses.....	<u>\$60.68</u>
Total Fees and Expenses.....	\$59,042.18
HST Registration No. 835718024RT0001	\$2,952.11
Total Amount Due this Period.....	\$61,994.29
Total Amount Due.....	<u>\$61,994.29</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 14, 2015
FTI Invoice No. 29001676
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 11, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	12.0	\$10,080.00
Jeffrey Rosenberg	Managing Director	\$720.00	42.8	\$30,816.00
Michael Kennedy	Senior Consultant	\$395.00	45.0	\$17,775.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Linda Kelly	Administrative Professional	\$115.00	2.1	\$241.50
Total Hours and Fees			102.5	\$58,981.50

Other/Miscellaneous \$60.68

Total Expenses \$60.68

HST Registration No. 835718024RT0001 \$2,952.11

Invoice Total for Current Period \$61,994.29

The Cash Store
436646.0003 - October 11, 2015
Invoice #29001676

Date	TK#	Name	Hours	Amount	Narrative
10/01/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/01/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Follow up regarding file updates.
10/01/15	15092	Jeffrey Rosenberg	3.70	\$ 2,664.00	Work on Money Mart matters. Work on office closure matters. Review of correspondence.
10/01/15	18441	Linda Kelly	0.40	\$ 46.00	File administration.
10/01/15	18003	Michael Kennedy	5.50	\$ 2,172.50	Review disbursements. Deal with vendor inquiries. Review court materials. Update actual cash flow items. Correspondence regarding [REDACTED] matters. Update court materials.
10/02/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/02/15	14798	Gregory Watson	1.00	\$ 840.00	Correspondence regarding court materials. Review correspondence.
10/02/15	15092	Jeffrey Rosenberg	4.10	\$ 2,952.00	Review of court materials. Work on [REDACTED]
10/02/15	18441	Linda Kelly	0.40	\$ 46.00	File administration.
10/02/15	18003	Michael Kennedy	4.50	\$ 1,777.50	Updated actual cash receipts/disbursements and reconciled to bank statement. Review disbursements. Responded to third party inquiries. Work on [REDACTED] matters. Call with [REDACTED] regarding miscellaneous vendor matters. Review court materials.
10/05/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review litigation materials. Correspondence regarding the same. Review correspondence.
10/05/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Work on information with respect to litigation matters. Review of receipts and disbursements. Work on Title Store matters. Work on finalizing [REDACTED] settlement. [REDACTED]
10/05/15	18003	Michael Kennedy	5.80	\$ 2,291.00	Organize payment listing. Reconcile and update actual cash flows. Review [REDACTED] matters. Update court materials. Correspondence regarding bondholder issues. Returned third party inquiries.
10/06/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review court materials. Review correspondence.
10/06/15	15092	Jeffrey Rosenberg	8.60	\$ 6,192.00	Approval of disbursements. Work on [REDACTED]. Work on court materials. Work on Money Mart related matters.
10/06/15	18441	Linda Kelly	0.40	\$ 46.00	File administration.
10/06/15	18003	Michael Kennedy	6.00	\$ 2,370.00	Updated actual cash flows. Correspondence regarding [REDACTED] matters. Set up [REDACTED]s. Reconcile payment listing and details for [REDACTED]. Review court materials.
10/07/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review Chapter 15 documentation. Review of litigation materials. Review correspondence.
10/07/15	15092	Jeffrey Rosenberg	7.40	\$ 5,328.00	Review of draft statutory notices. Work on information for Western Canada class action. Attend [REDACTED] Review of information for litigation counsel.
10/07/15	18441	Linda Kelly	0.50	\$ 57.50	File administration.
10/07/15	18003	Michael Kennedy	8.60	\$ 3,397.00	Updated actual cash flows. Correspondence with vendors regarding inquiries. Review court materials. Review statutory notices. Correspondence regarding distribution of materials.
10/08/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review correspondence. Follow up regarding file updates.
10/08/15	15092	Jeffrey Rosenberg	5.70	\$ 4,104.00	Prepare [REDACTED]. Work on Money Mart sale matters. Work on class action motion materials.
10/08/15	18441	Linda Kelly	0.40	\$ 46.00	File administration.
10/08/15	18003	Michael Kennedy	8.70	\$ 3,436.50	Review court materials. [REDACTED]. Responded to third party inquiries. Correspondence with various third parties regarding publications.
10/09/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review correspondence. Review court materials.
10/09/15	15092	Jeffrey Rosenberg	5.30	\$ 3,816.00	Work on creditor matters. Work on mailing matters for creditors. Work on Money Mart matters.
10/09/15	18003	Michael Kennedy	5.90	\$ 2,330.50	Correspondence regarding [REDACTED]. Responded to third party inquiries. Arrangement of [REDACTED] Review court materials.
TOTAL			102.50	\$ 58,981.50	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 22, 2015
FTI Invoice No. 29001687
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 18, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$35,998.00
Expenses.....	<u>\$24,107.19</u>
Total Fees and Expenses.....	\$60,105.19
HST Registration No. 835718024RT0001	\$3,005.26
Total Amount Due this Period.....	\$63,110.45
Previous Balance Due.....	<u>\$61,994.29</u>
Total Amount Due.....	<u>\$125,104.74</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 22, 2015
FTI Invoice No. 29001687
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 18, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	4.0	\$3,360.00
Jeffrey Rosenberg	Managing Director	\$720.00	31.7	\$22,824.00
Michael Kennedy	Senior Consultant	\$395.00	24.7	\$9,756.50
Ana Arevalo	Administrative Professional	\$115.00	0.5	\$57.50
Total Hours and Fees			60.9	\$35,998.00
Other/Miscellaneous				\$24,107.19
Total Expenses				\$24,107.19
HST Registration No. 835718024RT0001				\$3,005.26
Invoice Total for Current Period				\$63,110.45

The Cash Store
436646.0003 - October 18, 2015
Invoice #29001687

Date	TK#	Name	Hours	Amount	Narrative
10/13/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/13/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Review court materials.
10/13/15	15092	Jeffrey Rosenberg	6.90	\$ 4,968.00	Work on Chapter 15 related materials. Work on court notices. Work on Money Mart matters. Work on collection of [REDACTED]
10/13/15	18003	Michael Kennedy	6.90	\$ 2,725.50	Review and update actual cash flows. Reconcile to bank statement. Review of court materials. Correspondence regarding the same. Correspondence regarding [REDACTED] listing. Review and correspondence with vendors regarding real estate issues.
10/14/15	15273	Ana Arevalo	0.20	\$ 23.00	File administration.
10/14/15	14798	Gregory Watson	1.00	\$ 840.00	Correspondence regarding court related matters.
10/14/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Prepare information [REDACTED]. Work on Chapter 15 proceeding materials. Work on Money Mart reconciliation matters. Work on court report.
10/14/15	18003	Michael Kennedy	6.90	\$ 2,725.50	Updated actual cash flows and reconciled to bank statement. [REDACTED] Organize and coordinate disbursements. Review of court materials. Review Title Store matters. Correspondence regarding the same.
10/15/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Correspondence regarding court materials.
10/15/15	15092	Jeffrey Rosenberg	8.50	\$ 6,120.00	Review of disbursements. Work on [REDACTED]. Work on Chapter 15 filing. Prepare [REDACTED]
10/15/15	18003	Michael Kennedy	5.80	\$ 2,291.00	Correspondence with [REDACTED] regarding pre-filing matters. Updated actual cash flows and reconciled to bank statement. Further review of court materials. Correspondence regarding distribution of court notices. Responded to third party inquiries.
10/16/15	14798	Gregory Watson	1.00	\$ 840.00	Correspondence with legal counsel. Review court materials. Review of disbursements. Attend several telephone calls with [REDACTED]
10/16/15	15092	Jeffrey Rosenberg	8.30	\$ 5,976.00	[REDACTED] Work on pulling information [REDACTED] Work on finalizing the Chapter 15 materials. Work on [REDACTED]
10/16/15	18003	Michael Kennedy	5.10	\$ 2,014.50	Updated and reviewed [REDACTED] Reconciled to the bank statement. Work on Title Store matters. Work on payable matters. Correspondence with [REDACTED] regarding the same. Review court materials. Review and correspond regarding court notices for mailing.
TOTAL			60.90	\$ 35,998.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 28, 2015
FTI Invoice No. 29001690
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 25, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$41,387.00
Expenses.....	<u>\$6,278.39</u>
Total Fees and Expenses.....	\$47,665.39
HST Registration No. 835718024RT0001	\$2,383.27
Total Amount Due this Period.....	\$50,048.66
Total Amount Due.....	<u>\$50,048.66</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FPI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 28, 2015
FTI Invoice No. 29001690
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 25, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	5.0	\$4,200.00
Jeffrey Rosenberg	Managing Director	\$720.00	32.9	\$23,688.00
Michael Kennedy	Senior Consultant	\$395.00	34.0	\$13,430.00
Ana Arevalo	Administrative Professional	\$115.00	0.6	\$69.00
Total Hours and Fees			72.5	\$41,387.00
Business Meals				\$95.24
Telephone				\$45.25
Lodging				\$1,100.76
Other/Miscellaneous				\$536.66
Transportation				\$4,500.48
Total Expenses				\$6,278.39
HST Registration No. 835718024RT0001				\$2,383.27
Invoice Total for Current Period				\$50,048.66

The Cash Store
436646.0003 - October 25, 2015
Invoice #29001690

Date	TK#	Name	Hours	Amount	Narrative
10/19/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Attend update call.
10/19/15	15092	Jeffrey Rosenberg	8.70	\$ 6,264.00	Work on creditor notices. Review of disbursements. Work on court report.
10/19/15	18003	Michael Kennedy	6.10	\$ 2,409.50	Correspondence regarding Chapter 15 materials. Correspondence with [REDACTED]. Update actual cash flows and reconcile to the bank. [REDACTED]
10/20/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/20/15	14798	Gregory Watson	1.00	\$ 840.00	Review court materials and follow up with legal counsel regarding the same.
10/20/15	15092	Jeffrey Rosenberg	8.50	\$ 6,120.00	Work on developing creditor notices. Work on court report. Work on cash flow and actual versus budget for court report.
10/20/15	18003	Michael Kennedy	6.50	\$ 2,567.50	Updated actual cash flows and tied balance to the bank statement. Review [REDACTED]. Review liquidation proceeds analysis. Correspondence and call regarding the Meetings Order and related materials. Responded to third party inquiries. Disbursement review.
10/21/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/21/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Review DIP related matters.
10/21/15	15092	Jeffrey Rosenberg	10.40	\$ 7,488.00	Review of disbursements. Work on actual versus budget cash flow. Work on [REDACTED]. Work on DIP matters.
10/21/15	18003	Michael Kennedy	7.50	\$ 2,962.50	Review of actual versus budget cash flow. Correspondence regarding the same. Attend calls regarding the same. Review court materials. Responded to third party matters. Review [REDACTED] information.
10/22/15	14798	Gregory Watson	1.00	\$ 840.00	Correspondence regarding court materials. Review correspondence.
10/22/15	15092	Jeffrey Rosenberg	5.30	\$ 3,816.00	Work on court report. Work on stakeholder notice matters. Work on Money Mart sale matters.
10/22/15	18003	Michael Kennedy	8.00	\$ 3,160.00	Review disbursements. Updated actual cash flows. Responded to third party inquiries. Correspondence with [REDACTED]. Internal meeting regarding the same. Disbursement review. Review of court materials. Review of actual versus budget cash flow.
10/23/15	14798	Gregory Watson	1.00	\$ 840.00	Review correspondence. Follow up on file updates.
10/23/15	18003	Michael Kennedy	5.90	\$ 2,330.50	Correspondence regarding [REDACTED]. Correspondence with [REDACTED] regarding the same. Disbursement review. Update actual cash flow and reconcile to bank. Responded to third party inquiries. Correspondence regarding [REDACTED]
TOTAL			72.50	\$ 41,387.00	



Invoice Remittance

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 31, 2015
FTI Invoice No. 29001700
FTI Job No. 436646.0003
Terms: Payment on Presentation

Current Invoice Period: Charges Posted through October 31, 2015

	<i>CAD (\$)</i>
Professional Services.....	\$47,149.00
Expenses.....	<u>\$0.00</u>
Total Fees and Expenses.....	\$47,149.00
HST Registration No. 835718024RT0001	\$2,357.45
Total Amount Due this Period.....	\$49,506.45
Previous Balance Due.....	<u>\$50,048.66</u>
Total Amount Due.....	<u>\$99,555.11</u>

Please Wire Transfer To:

Bank of Nova Scotia
Scotia Plaza, 44 King Street West
Toronto, ONT M5H 1H1
Swift Code: NOSCCATT
Bank Number: 002
Beneficiary: FTI Consulting Canada Inc.
Beneficiary account number: 476960861715



Invoice Summary

The Cash Store Financial Services, Inc.
15511 - 123 Ave
Edmonton, Alberta
Canada T5V 0C3

October 31, 2015
FTI Invoice No. 29001700
FTI Job No. 436646.0003
Terms Payment on Presentation

Current Invoice Period: Charges Posted through October 31, 2015

Name	Title	Rate	Hours	Total
Gregory Watson	Senior Managing Director	\$840.00	10.0	\$8,400.00
Jeffrey Rosenberg	Managing Director	\$720.00	31.3	\$22,536.00
Michael Kennedy	Senior Consultant	\$395.00	40.9	\$16,155.50
Ana Arevalo	Administrative Professional	\$115.00	0.5	\$57.50
Total Hours and Fees			82.7	\$47,149.00

HST Registration No. 835718024RT0001 **\$2,357.45**

Invoice Total for Current Period **\$49,506.45**

The Cash Store
436646.0003 - October 31, 2015
Invoice #29001700

Date	TK#	Name	Hours	Amount	Narrative
10/26/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review correspondence. Review court materials. Correspondence regarding the same.
10/26/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Review of Chapter 15 materials. Work on stakeholder notice matters. Work on court report.
10/26/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Updated actual cash flows. Disbursement review. Responded to third party inquiries. Attend meetings and conference calls regarding [REDACTED]. Correspondence with third party regarding materials [REDACTED].
10/27/15	15273	Ana Arevalo	0.30	\$ 34.50	File administration.
10/27/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review correspondence. Review court materials.
10/27/15	15092	Jeffrey Rosenberg	8.00	\$ 5,760.00	Review of disbursements. Work on court reports. Work on bondholder matters.
10/27/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Review disbursements. Update actual cash flows. Set up [REDACTED]. [REDACTED] Email and phone correspondence with third parties regarding [REDACTED]. Attend additional phone calls regarding the same.
10/28/15	15273	Ana Arevalo	0.20	\$ 23.00	File administration.
10/28/15	14798	Gregory Watson	2.00	\$ 1,680.00	Review bondholder matters. Review court materials.
10/28/15	15092	Jeffrey Rosenberg	5.00	\$ 3,600.00	Work on [REDACTED]. Work on Money Mart sale matters.
10/28/15	18003	Michael Kennedy	8.20	\$ 3,239.00	Correspondence regarding bondholder matters. Review disbursements. Coordinate reconciliation and payment of certain items [REDACTED]. Responded to creditor inquiries. Prepare and create schedule [REDACTED]. Review submitted [REDACTED] information.
10/29/15	14798	Gregory Watson	2.00	\$ 1,680.00	Correspondence regarding file update. Correspondence regarding court materials.
10/29/15	15092	Jeffrey Rosenberg	5.10	\$ 3,672.00	Work on Money Mart sale matters. Review [REDACTED]. Review of disbursements.
10/29/15	18003	Michael Kennedy	8.40	\$ 3,318.00	Update actual cash flows. Initial discussion and work related to schedule of receipts and disbursements [REDACTED]. Correspondence regarding [REDACTED]. Update sale account summaries. Respond to creditor matters.
10/30/15	14798	Gregory Watson	2.00	\$ 1,680.00	Update regarding bondholders. Review correspondence. Review [REDACTED].
10/30/15	15092	Jeffrey Rosenberg	5.20	\$ 3,744.00	Work [REDACTED]. Work on Money Mart matters. Review of disbursements. Attend calls with bondholders.
10/30/15	18003	Michael Kennedy	7.50	\$ 2,962.50	Update actual cash flows and reconcile to the bank. Correspondence with [REDACTED]. Update and collect [REDACTED]. Work on receipts and disbursement schedule [REDACTED]. Responded to creditor inquiries. Update [REDACTED] schedule.
TOTAL			82.70	\$ 47,149.00	

This is Exhibit.....^C.....referred to in the
affidavit of.....Jeffrey Rosenberg.....
sworn before me, this.....16th.....
day of.....November.....20 15.....

.....S. J. Sultz.....
A COMMISSIONER FOR TAKING AFFIDAVITS

**Summary of FTI Monitor Fees
Services Rendered April 14, 2014 - October 31, 2015**

Professional	Title	Hours	Hourly Rate	Total
Gregory Watson	Senior Managing Director	743.00	\$ 830.00	\$ 616,690.00
Gregory Watson	Senior Managing Director	417.50	\$ 840.00	\$ 350,700.00
Jeffrey Rosenberg	Managing Director	2,336.70	\$ 710.00	\$ 1,659,057.00
Jeffrey Rosenberg	Managing Director	1,654.30	\$ 720.00	\$ 1,191,096.00
Craig Munro	Managing Director	204.80	\$ 655.00	\$ 134,144.00
Jodi Porepa	Managing Director	866.60	\$ 655.00	\$ 567,623.00
Simon Kirkhope	Managing Director	18.10	\$ 1,165.00	\$ 21,086.50
Andrew Himsley	Managing Director	40.00	\$ 1,160.00	\$ 46,400.00
Antonio Rega	Managing Director	2.60	\$ 530.00	\$ 1,378.00
Pamela Luthra	Senior Director	200.70	\$ 620.00	\$ 124,434.00
Dustin Olver	Senior Director	37.50	\$ 550.00	\$ 20,625.00
Dustin Olver	Senior Director	145.30	\$ 565.00	\$ 82,094.50
David Freskos	Director	46.80	\$ 370.00	\$ 17,316.00
Chad McDonnell	Senior Consultant	42.00	\$ 325.00	\$ 13,650.00
Erin Litwin	Senior Consultant	7.70	\$ 460.00	\$ 3,542.00
Michael Kennedy	Senior Consultant	913.40	\$ 395.00	\$ 360,793.00
Michael Kennedy	Consultant	1,661.00	\$ 325.00	\$ 539,825.00
Michael Kennedy	Consultant	432.90	\$ 335.00	\$ 145,021.50
Bryan Lee	Consultant	0.80	\$ 295.00	\$ 236.00
Liam Griffen	Consultant	15.00	\$ 735.00	\$ 11,025.00
Jesse Beamish	Associate	2.00	\$ 175.00	\$ 350.00
Linda Kelly	Administrative Professional	29.60	\$ 115.00	\$ 3,404.00
Ana Arevalo	Administrative Professional	42.10	\$ 115.00	\$ 4,841.50
TOTAL		9,860.40		\$ 5,915,332.00

SCHEDULE "H"

AFFIDAVIT OF STEPHEN FULTON

**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

**AFFIDAVIT OF STEPHEN FULTON
SWORN NOVEMBER 16, 2015**

I, Stephen Fulton, of the Town of Ajax, in the Province of Ontario, MAKE OATH AND
SAY:

1. I am a lawyer with the law firm of McCarthy Tétrault LLP, counsel to FTI Consulting Canada Inc., acting in its capacity as Court-appointed Monitor (the "**Monitor**") in the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 ("**CCAA**") proceedings of the Applicants (collectively, "**Cash Store**") and, as such, I have knowledge of the matters to which I hereinafter depose.

2. I swear this affidavit in support of a motion for the approval of the fees and disbursements of McCarthy Tétrault LLP for the period from April 1, 2014 to September 30, 2015 (the "**Engagement Period**").

3. During the Engagement Period, McCarthy Tétrault LLP docketed 2088.8 hours in respect of the CCAA Proceedings (as such term is defined in the Monitor's Twenty-First Report, dated November 13, 2015) and billed professional fees of \$1,382,836.50 and disbursements of \$16,521.37, excluding applicable taxes, which amounted \$181,795.44. Attached hereto as Exhibit "A" is a schedule summarizing the fees, disbursements, applicable taxes and total fees charged for each invoice.

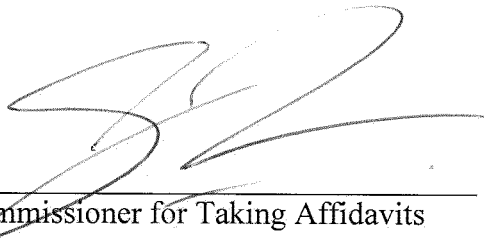
4. Attached and marked as Exhibit "B" are true copies of the accounts rendered to the Monitor in connection with the CCAA Proceedings for the Engagement Period (redacted for confidential information).

5. Attached hereto as Exhibit "C" is a schedule summarizing the billing rates of each of the members of McCarthy Tétrault LLP who acted on behalf of the Monitor in the CCAA Proceedings during the Engagement Period.

6. The hourly billing rates applied in the invoices of McCarthy Tétrault LLP are McCarthy Tétrault LLP's normal hourly rates which were in effect during the Engagement Period and are comparable to the hourly rates charged by McCarthy Tétrault LLP for services rendered in relation to similar proceedings.

7. To the best of my knowledge, the rates charged by McCarthy Tétrault LLP are comparable to the rates charged by other law firms in the Toronto market for the provision of similar services.

SWORN BEFORE ME at the City of)
Toronto, in the Province of Ontario,)
this 16th day of November, 2015.)



Commissioner for Taking Affidavits



Stephen Fulton

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE CASH STORE
FINANCIAL SERVICES INC. et al.”

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

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

Proceeding commenced at TORONTO

**AFFIDAVIT OF STEPHEN FULTON
SWORN NOVEMBER 16, 2015**

McCarthy Tétrault LLP
Suite 5300, Toronto Dominion Bank Tower
Toronto ON M5K 1E6

Geoff R. Hall LSUC#: 347010
Tel: (416) 601-7586
Fax: (416) 868-0673
Email: ghall@mccarthy.ca

James D. Gage LSUC#: 346761
Tel: (416) 601-7539
Fax: (416) 868-0673
Email: jgage@mccarthy.ca

Lawyers for FTI Consulting Canada Inc., the
Monitor
14767957

This is Exhibit.....A.....referred to in the
affidavit of.....Stephen Fulton.....
sworn before me, this.....16.....
day of.....November.....20.....15.....

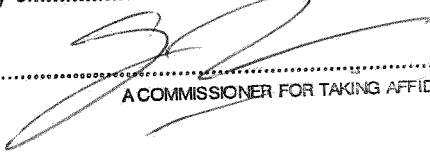


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A COMMISSIONER FOR TAKING AFFIDAVITS

**Summary of McCarthy Tétrault Fees
Services Rendered April 1, 2014 - September 30, 2015**

Invoice #	Date	Fees	Expenses	Taxes	Total
2691947	04/15/14	\$84,205.50	\$3.75	\$10,947.21	\$95,156.46
2693196	04/23/14	\$82,162.00	\$343.31	\$10,725.69	\$93,231.00
2694817	04/30/14	\$77,009.00	\$80.00	\$10,021.57	\$87,110.57
2695721	05/07/14	\$67,334.50	\$7.50	\$8,754.47	\$76,096.47
2697649	05/16/14	\$56,771.00	\$306.59	\$7,420.09	\$64,497.68
2699935	05/30/14	\$79,752.50	\$764.84	\$10,467.26	\$90,984.60
2701099	06/09/14	\$55,584.50	\$317.64	\$7,267.28	\$63,169.42
2703273	06/18/14	\$57,609.50	\$755.61	\$7,587.47	\$65,952.58
2704829	06/25/14	\$14,200.00	\$6.25	\$1,846.81	\$16,053.06
2707986	07/14/14	\$17,876.50	\$356.70	\$2,370.33	\$20,603.53
2709863	07/22/14	\$41,311.50	\$1,012.30	\$5,502.10	\$47,825.90
2715459	08/21/14	\$63,209.00	\$629.60	\$8,295.90	\$72,134.50
2718466	09/08/14	\$74,928.00	\$2,589.08	\$10,001.79	\$87,518.87
2726266	10/16/14	\$56,868.50	\$443.04	\$7,450.51	\$64,762.05
2733527	11/04/14	\$66,231.00	\$1,163.09	\$8,761.23	\$76,155.32
2737517	12/08/14	\$58,032.00	\$775.00	\$7,644.92	\$66,451.92
2745093	12/31/14	\$12,303.00	\$481.00	\$1,642.16	\$14,426.16
2751769	02/17/15	\$65,535.00	\$514.39	\$8,586.42	\$74,635.81
2755677	03/06/15	\$61,495.00	\$3,007.29	\$8,362.42	\$72,864.71
2761509	04/18/15	\$31,948.00	\$372.50	\$4,201.67	\$36,522.17
2769606	05/14/15	\$40,403.00	\$115.50	\$5,267.41	\$45,785.91
2772380	05/29/15	\$12,015.50	\$408.50	\$1,615.13	\$14,039.13
2775158	06/11/15	\$21,357.00	\$318.50	\$2,817.82	\$24,493.32
2782180	07/16/15	\$33,278.00	\$518.40	\$4,393.53	\$38,189.93
2786964	08/12/15	\$38,917.00	\$98.75	\$5,072.05	\$44,087.80
2793556	09/15/15	\$41,740.50	\$226.65	\$5,455.73	\$47,422.88
2798177	10/07/15	\$70,759.50	\$905.59	\$9,316.47	\$80,981.56
Total		\$1,382,836.50	\$16,521.37	\$181,795.44	\$1,581,153.31

This is Exhibit.....^B.....referred to in the
affidavit of.....Stephen Fulton.....
sworn before me, this.....16.....
day of.....November.....20...15.....

.....

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Date	Name	Billed Amt	Hours	Narrative
04/07/14	Meredith, Heather L	\$931.00	1.4	Begin reviewing notes and cases re: [REDACTED].
04/08/14	Meredith, Heather L	\$3,258.50	4.9	Call with counsel for The Cash Store; reviewing documents and draft affidavit material.
04/09/14	Meredith, Heather L	\$8,113.00	12.2	Engaged all day reviewing materials relating to company and CCAA proceedings and drafting pre-filing report; call with Monitor; call with company counsel.
04/08/14	Fulton, Stephen	\$1,215.00	4.5	SF: organization and review of PPSA search results for all provinces; research and review [REDACTED].
04/08/14	Hall, Geoff	\$1,038.00	1.2	Telephone conversation with J. Gage re issues to be considered; reviewing [REDACTED] and providing comments to H. Meredith.
04/08/14	Gage, James	\$3,255.00	3.5	Conference call with M. Wasserman and others; Emails and telephone conversations throughout the day with FTI and Osler regarding background information, [REDACTED] and other preliminary matters; Begin reviewing public materials on Cash Stores in preparation for potential CCAA filing; Giving instructions to B. Boake, G. Hall and H. Meredith [REDACTED].
04/09/14	Gage, James	\$3,162.00	3.4	Continuing to reviewing background materials, including draft affidavit; Emails with FTI and company counsel working group throughout the day; Discussion with B. Boake regarding [REDACTED]; Preliminary consideration of appropriate "operating principles" post-filing to govern collection of company and third party loan proceeds; Telephone conversation with G. Watson regarding [REDACTED]; Conference call with company counsel and FTI to [REDACTED] and other initial order issues
04/10/14	Gage, James	\$6,603.00	7.1	Engaged much of the day, preparing for possible CCAA filing, including: further consideration of "operating principles" to govern cash and collections post-filing; meeting with B. Boake and H. Meredith to discuss same; drafting note summarizing suggested approach to protect different stakeholder interests and preserve status quo; conference call with G. Watson and J. Rosenberg to discuss [REDACTED] and other matters; reviewing material agreements and correspondence from stakeholders; emails and discussions throughout the day with working group; briefly reviewing DIP proposals; conference call with company advisers.
04/09/14	Fulton, Stephen	\$1,755.00	6.5	SF: research re: [REDACTED]; draft memo to assigning lawyers outlining findings; organization and review of PPSA searches for related corporations for all provinces and territories; [REDACTED] research re: provincial designations; receiving instructions in meeting with assigning lawyers.
04/10/14	Fulton, Stephen	\$1,755.00	6.5	SF: finalization of PPSA review for all provinces; research and memo regarding court order to [REDACTED]; review of CCAA rules re: Critical Suppliers and application to providers of intermediary financial services; review of agency law and application to brokerage agreement.
04/10/14	Meredith, Heather L	\$7,049.00	10.6	Reviewing documents, drafting pre-filing report and numerous calls and discussions re: potential filing.
04/08/14	Boake, Barbara	\$4,557.00	4.9	Discussion with J. Gage; emails with J. Rosenberg; reviewing draft affidavit; reviewing credit agreement and security agreement.
04/09/14	Boake, Barbara	\$7,626.00	8.2	Review trust indenture, collateral trust agreement, guarantor security agreements and broker agreements; reviewing DIP loan proposals; calls with J. Gage re: [REDACTED]; discussion and emails with S. Fulton re: [REDACTED].
04/10/14	Boake, Barbara	\$9,765.00	10.5	Discussion with J. Gage re: [REDACTED]; instructing S. Fulton re: research issues; discussion with S. Fulton re: PPSA search results; call with FTI; review revised DIP proposals; prepare summary [REDACTED]; review PPSA summary; review trust indenture provisions relating to priority regime; review briefly additional broker agreements; consider post filing cash management issues; discussion with J. Gage re: same; review draft Monitor's pre-filing report; provide comments.
04/11/14	Fulton, Stephen	\$1,323.00	4.9	SF: research and review [REDACTED]; draft memo regarding same; took instruction from assigning lawyer re: [REDACTED].

04/12/14	Fulton, Stephen	\$945.00	3.5	SF: review of recent initial orders in comparison with 2014 commercial list model CCAA initial order; report on findings to assigning lawyer.
04/11/14	Boake, Barbara	\$8,742.00	9.4	Revise revised Coliseum term sheet; prepare list of issues; email client ██████████; drafting summary of Broker Agreements; review draft Monitor's report and provide comments; discussions with J. Gage; discussions with H. Meredith; discussions with S. Fulton; emails to G. Watson ██████████.
04/12/14	Boake, Barbara	\$930.00	1	Conference call with parties re: DIP term sheet.
04/13/14	Boake, Barbara	\$2,976.00	3.2	Review revised DIP term sheets; emails with FTI; conference call re: DIP term sheet; call with H. Meredith re: ██████████; emails with J. Gage.
04/11/14	Gage, James	\$3,069.00	3.3	Telephone conversation with G. Watson; Conference call with counsel for Coliseum; Conference call with counsel with Coliseum and company; Emails with G. Watson and J. Rosenberg throughout the day regarding ██████████ and other matters; Giving instructions to H. Meredith regarding draft report; Giving instructions to B. Boake ██████████.
04/12/14	Gage, James	\$1,953.00	2.1	Emails and telephone conversations with FTI throughout the day; Conference call with company & counsel, Coliseum & counsel, and FTI regarding ██████████; Discussions regarding special committee resignation and ██████████, and providing comments on draft engagement; Emails with working group
04/13/14	Gage, James	\$4,185.00	4.5	Engaged during the day and evening in preparation for proposed CCAA application by company, including: reviewing revised versions of the DIP term sheet and considering claims of third party lenders; emails to FTI and then company counsel with proposed principles ██████████; reviewing background information and material agreements; reviewing and providing comments on draft order and draft pre-filing report; emails throughout the day regarding various issues relating to proposed CCAA filing and court materials; conference calls with working group throughout the day regarding status of CCAA filing preparation, pre-filing report, initial order and other matters
		\$84,205.50		
04/14/14	Gage, James	\$11,532.00	12.4	Engaged all day and evening in connection with CCAA filing by companies, including: reviewing companies' application materials, emails and discussions throughout the day with stakeholders and company representatives to ██████████; reviewing and revising draft orders and other materials; attending court hearings; meeting with the Monitor; reviewing new DIP proposals from Coliseum and noteholder ad hoc committee; revising first Monitor's report
04/14/14	Boake, Barbara	\$7,254.00	7.8	Meet with G. Watson; draft first monitor's report; review new Coliseum term sheet; review new Noteholder term sheet; consider both proposals; review third party lender provisions of Initial Order; discussion with H. Meredith.
04/11/14	Meredith, Heather L	\$7,049.00	10.6	Drafting pre-filing report; reviewing documents in preparation for potential filing; discussions with J. Gage and B. Boake; emails with FTI.
04/13/14	Meredith, Heather L	\$8,179.50	12.3	Engaged all day at Oslers and on conference calls preparing for CCAA filing and drafting pre-filing report.
04/14/14	Meredith, Heather L	\$12,967.50	19.5	Engaged all day working with company and Monitor to prepare for CCAA filing and pre-filing report, attending in Court for multiple appearances, reviewing DIP submissions; drafting language to address TPL issues and numerous calls and emails re: same; Reviewing emails and issues in preparation for CCAA filing.
04/15/14	Meredith, Heather L	\$7,315.00	11	Reviewing first Monitor's report and preparing for Tuesday court hearing; attending meetings and calls re: TPL issues; attending Court for hearing; reviewing and commenting on revisions to orders; dealing with post-filing issues.
04/15/14	Fulton, Stephen	\$297.00	1.1	SF: prepare post-filing documents for Monitor; meeting with H. Meredith and receiving instructions

				Telephone conversations and emails with FTI, [REDACTED]; emails, discussions and meeting with counsel for company and various stakeholders to negotiate and finalize arrangements for DIP loan approval, third party loan collections protocol and related matters on consent; attending Court hearing; dealing with various court order matters and giving instructions to H. Meredith regarding [REDACTED]; emails with
04/15/14	Gage, James	\$7,533.00	8.1	counsel for various stakeholders regarding post-filing issues; emails with Monitor
04/16/14	Meredith, Heather L	\$5,719.00	8.6	Various court attendances re: initial orders, negotiations and discussions with various parties re: outstanding issues including relating to TPL language and affidavit evidence; communications with parties and the Court.
04/17/14	Meredith, Heather L	\$2,660.00	4	Various calls and emails re: post-filing steps, cross-examination and TPL issues.
04/18/14	Meredith, Heather L	\$3,724.00	5.6	Numerous calls with counsel to CRO, with Monitor and with counsel for McCann Family Holding Corporation re: various issues including cross-examination, TPL protections and conflict issues; emails with J. Farley; emails to various parties re: cross.
04/19/14	Meredith, Heather L	\$199.50	0.3	Email's with J. Gage; considering J. Farley re: [REDACTED].
04/20/14	Meredith, Heather L	\$199.50	0.3	Follow-up re: TPL issues.
04/15/14	Boake, Barbara	\$372.00	0.4	Discussion with J. Gage and H. Meredith re: [REDACTED]; emails with MT team re: same.
04/16/14	Boake, Barbara	\$1,209.00	1.3	Discussion with J. Gage re: [REDACTED]; review McCann broker agreement and related correspondence.
04/17/14	Boake, Barbara	\$651.00	0.7	Discussion with H. Meredith re: initial order; emails with counsel and client re: McCann and various issues; review revised order.
04/16/14	Gage, James	\$3,906.00	4.2	Emails, telephone conversations and discussions throughout the day with Monitor, company counsel, various stakeholder counsel and H. Meredith to, among other things, resolve [REDACTED]; Telephone conversation with counsel and adviser to interested bidder, and reporting to Monitor and CRO
04/17/14	Gage, James	\$1,023.00	1.1	Emails and telephone conversations throughout the day with Monitor, company counsel, H. Meredith and others regarding TPL issues, additional DIP financing needs, cashflow issues, sale process and other matters
04/18/14	Gage, James	\$372.00	0.4	Emails with Monitor, company counsel and stakeholder counsel regarding TPL matters, including PwC inspection, cross-examination, court order protections and related matters; Giving instructions to H. Meredith
		\$82,162.00		
04/21/14	Meredith, Heather L	\$3,391.50	5.1	Numerous calls and emails re: McCann issues (with K. Lenz, R. Staley, Oslers and Monitor), reviewing TPL agreement and emails re: same; calls with Monitor; discussion with J. Gage; coordinating cross examination; coordinating discussions re: DIP.
04/21/14	Gage, James	\$465.00	0.5	Emails with company counsel and Monitor, and giving instructions to H. Meredith, regarding PwC inspection, DIP financing matters, potential KERP and other CCAA matters throughout the day
04/22/14	Gage, James	\$3,348.00	3.6	Conference call with Osler, CRO, Rothschild and Monitor regarding additional DIP financing; Providing input to H. Meredith and B. Boake regarding preparation of draft Monitor report, [REDACTED], and other matters; Emails and discussions throughout the day with G. Watson, company counsel, Rothschild and others regarding [REDACTED] and other CCAA matters
04/23/14	Gage, James	\$2,511.00	2.7	Reviewing new cash flow forecast and providing comments; Reviewing TPL loan and post-filing receipts analysis; Reviewing week one cash flow analysis; Emails with company counsel and adviser regarding DIP process and court materials; Emails and telephone conversations with Monitor throughout the day regarding [REDACTED] and other CCAA issues; Emails with stakeholder counsel; giving instructions to H. Meredith regarding monitor report, dealing with stakeholder questions and related matters
04/22/14	Meredith, Heather L	\$6,517.00	9.8	Engaged throughout the day on numerous issues including TPL issues and DIP; attending cross-examination; various conference calls; calls with counsel for Computershare and TPLs; calls and emails with Monitor.
04/21/14	Boake, Barbara	\$744.00	0.8	Discussion with H. Meredith re: [REDACTED]; review broker agreement; emails with H. Meredith and J. Gage.

04/22/14	Boake, Barbara	\$4,929.00	5.3	Discussion with J. Gage re: [REDACTED]; reviewing McCann agreement; reviewing McCann affidavit material; review Cash Store affidavit material; consider McCann position; consider trust claims; draft portion of monitor's report re: third party lender claims and protection; discussion with H. Meredith and discussion with J. Gage re: [REDACTED].
04/24/14	Gage, James	\$1,953.00	2.1	Providing comments to Monitor on draft sale process letter; Giving instructions to H. Meredith and B. Boake regarding [REDACTED] considerations, and emails with company counsel; Emails and discussions throughout the day with Monitor, H. Meredith and counsel to different stakeholders regarding TPL issues, DIP issues and other CCAA matters; Conference call with B. Aziz, G. Watson and J. Rosenberg, reviewing materials and drafting letter regarding UK loan portfolio sale
04/23/14	Boake, Barbara	\$4,092.00	4.4	Review trust indenture; review RSJ Morawetz endorsement; conference call with FTI re: [REDACTED]; discussion with J. Gage and H. Meredith; revise memo on McCann claims.
04/24/14	Fulton, Stephen	\$162.00	0.6	SF: review of applicable sections of ON, AB and MAN PPSA as they relate to the transfer of accounts
04/25/14	Fulton, Stephen	\$432.00	1.6	SF: review of [REDACTED] cases relating to [REDACTED]
04/25/14	Gage, James	\$1,395.00	1.5	Emails and discussions with Monitor and with counsel for company and stakeholders throughout the day; Reviewing factum of McCann and report of PwC prepared for McCann and Trimor; Considering concerns of TPLs, considering adequacy of existing TPL protections in light of expressed concerns, and considering arguments of TPLs relative to the rights and positions of other stakeholders; Providing comments and giving instructions to H. Meredith regarding draft Monitor report and issues [REDACTED]
04/26/14	Gage, James	\$2,046.00	2.2	Reviewing preliminary draft monitor's report, drafting riders and revising; Emails and discussions with working group throughout the day regarding cash flow, TPL issues, DIP financing and other matters
04/27/14	Gage, James	\$558.00	0.6	Emails with counsel for company, CRO and Monitor throughout the day; Reviewing revised report and providing comments; Reviewing court materials filed by other parties; Emails with H. Meredith regarding [REDACTED]
04/11/14	Hall, Geoff	\$173.00	0.2	E-mail exchange with H. Meredith re [REDACTED] from past cases
04/23/14	Meredith, Heather L	\$4,921.00	7.4	Numerous calls with Monitor and counsel re: [REDACTED]; calls, emails and discussions re: DIP issues and next steps.
04/24/14	Meredith, Heather L	\$5,785.50	8.7	Engaged with numerous calls and emails regarding third party lender issues, upcoming motion and DIP issues.
04/25/14	Meredith, Heather L	\$10,041.50	15.1	Engaged with numerous calls, emails and meetings re: TPL issues; reviewing material served; beginning to draft First Report of the Monitor.
04/26/14	Meredith, Heather L	\$9,642.50	14.5	Engaged reviewing materials re: TPL issues, including material served, research and case law; drafting Second Report of the Monitor; calls with TPLs; emails with Monitor and internally.
04/27/14	Meredith, Heather L	\$4,788.00	7.2	Drafting report; reviewing and inputting comments; call with Monitor; emails and call with B. Harrison (Counsel to Trimor).
04/24/14	Boake, Barbara	\$4,185.00	4.5	Discussion with H. Meredith re: McCann and Trimor; review FTI memo re: [REDACTED]; discussion with and emails with H. Meredith re: [REDACTED]; review caselaw; draft further analysis of third party lender claims.
04/25/14	Boake, Barbara	\$4,929.00	5.3	Discussion with H. Meredith; review caselaw re: [REDACTED]; reviewing McCann factum and authorities; drafting Monitor's report.
		\$77,009.00		
04/28/14	Meredith, Heather L	\$9,642.50	14.5	Preparing for court appearance; attending in court; calls and emails re: TPL issues; discussions with counsel for settled class action and emails re: same; discussion re: regulatory issues.
04/28/14	Lapedus, Justin	\$625.50	0.9	Correspondence with J. Gage and H. Meredith re: [REDACTED]; reviewing affidavit and other materials re: [REDACTED].

04/29/14	Lapedus, Justin	\$1,529.00	2.2	Reviewing merchant agreements and other bank product documentation; telephone conversations and correspondence with J. Gage re: [REDACTED]; telephone conversation and correspondence with J. Archer re: [REDACTED]
04/28/14	Boake, Barbara	\$186.00	0.2	Discussion with H. Meredith re: [REDACTED]
04/28/14	Gage, James	\$1,488.00	1.6	Discussion with H. Meredith regarding court hearing, adjournment and related matters; Conference call with Monitor regarding outstanding matters, [REDACTED] and other CCAA matters; Emails with working group throughout the day; Meeting with H. Meredith regarding next steps; Discussions with banking lawyers regarding different aspects of [REDACTED]
04/29/14	Gage, James	\$5,394.00	5.8	Reviewing court materials filed by TPLs; Preliminary meeting with Monitor, CRO and counsel; Further meeting with Monitor, CRO and DIP lender counsel; Meetings and discussions with TPL counsel; Emails and discussions with Monitor and J. Lapedus regarding D [REDACTED]; Discussion with J. Afarian and providing background regarding review required of brokered loan business; Further emails and telephone conversations with Monitor, company counsel and stakeholder counsel regarding TPL matters and court hearing on April 30
04/30/14	Gage, James	\$6,138.00	6.6	Engaged throughout the day regarding adjourned come-back hearing relating to TPL issues, including: emails, telephone conversations and discussions with counsel for TPLs, DIP lenders, Ad Hoc Committee and company with respect to interim relief to permit further adjournment; drafting proposed form of order, considering comments and emails with respect to further changes; Dealing with other CCAA-related matters, including DIP loan, DC Bank issues, regulatory matters, proposed KERF and sale process
04/29/14	Meredith, Heather L	\$4,987.50	7.5	Attending meeting re: TPL issues and various follow-up calls re: same; considering strategy; reviewing facts and emails.
04/30/14	Meredith, Heather L	\$6,184.50	9.3	Various attendances in court; calls, meetings, emails and negotiations, reviewing and drafting orders; call with Monitor re: [REDACTED]
04/29/14	Archer, James	\$2,250.00	2.5	Discussion with J. Lapedus and reviewing merchant agreement, PAD agreement and agency agreement re: dealer in PAD processing.
04/30/14	Archer, James	\$540.00	0.6	Discussions with J. Lapedus and participating in conference call with Monitor.
04/29/14	Afarian, Hovsep	\$1,134.00	1.8	Discussion with J. Gage re: [REDACTED]; review of related background materials.
04/30/14	Lapedus, Justin	\$1,598.50	2.3	Meeting and correspondence with J. Archer re: [REDACTED]; reviewing various agreements and correspondence re: [REDACTED]; telephone conversations and correspondence with J. Rosenberg re: [REDACTED]
05/01/14	Lapedus, Justin	\$486.50	0.7	Correspondence with J. Rosenberg re: [REDACTED]; correspondence with J. Gage re: [REDACTED]
05/01/14	Gage, James	\$2,697.00	2.9	Reviewing amended DIP proposal; Emails with working group regarding sale process, cash flow matters, DIP proposal and other issues; Meeting with Monitor, CRO and counsel to discuss outstanding issues and next steps; Giving instructions to H. Afarian regarding [REDACTED] to be conducted
05/02/14	Gage, James	\$6,045.00	6.5	Reading correspondence from company to DIP lender, and response of DIP lender; Telephone conversations, conference calls and emails throughout the day with Monitor, CRO, CRO counsel and DIP counsel regarding [REDACTED] and court hearing; Drafting note to service list and revising; Reading materials, and discussions with Monitor, counsel for CRO, J. Farley and others regarding [REDACTED] matters; Dealing with other CCAA matters; Giving instructions to H. Meredith; Reviewing draft management presentation and providing comments to Monitor
05/01/14	Afarian, Hovsep	\$1,260.00	2	Discussion with S. Obal at Osler; review and analysis of case law regarding [REDACTED] issue; related correspondence with J. Gage.
05/02/14	Afarian, Hovsep	\$2,898.00	4.6	Review and analysis of pertinent jurisprudence and relevant secondary sources regarding brokered [REDACTED]; review of excerpt from Osler analysis re pertinent factual background; email to J. Gage and H. Meredith [REDACTED]
05/01/14	Meredith, Heather L	\$2,394.00	3.6	Discussions and emails with Monitor and J. Gage re: various issues and next steps; considering content needed for Monitor Report and providing instructions to S. Fulton re: same; meeting re: TPL issues; reviewing emails and letters re: DIP.

05/02/14	Meredith, Heather L	\$4,123.00	6.2	Various calls and emails re: tax refunds, DIP, issues for court, including conference calls with CRO and counsel, calls with DIP Lenders etc; emails with CRO counsel; communication with Monitor; emails to service list and to judge.
05/03/14	Meredith, Heather L	\$1,795.50	2.7	Reviewing management presentation and J. Gage comments; conference call re: [REDACTED]
05/04/14	Meredith, Heather L	\$864.50	1.3	Reviewing and commenting on revised management presentation; reviewing comments on DIP.
05/01/14	Fulton, Stephen	\$621.00	2.3	SF: reviewing instructions from H. Meredith; begin drafting Third Report of the Monitor in preparation for May 5 court appearance.
05/02/14	Farley, James	\$313.50	0.3	Discuss with J. Gage re: [REDACTED]
05/03/14	Gage, James	\$2,139.00	2.3	Reviewing draft material regarding regulatory risks for management presentation to bidders; Reviewing and providing comments on DIP term sheet; Emails with DIP lender counsel regarding PMSIs and service list for amended DIP; Emails with Monitor throughout the day regarding sale process materials, cash flow, DIP and other matters; Emails with CRO counsel and reviewing materials regarding TPL lending and broker loan model
		\$67,334.50		
05/05/14	Gage, James	\$4,092.00	4.4	Reviewing revised draft of DIP term sheet and emails with working group throughout the day regarding DIP; Telephone conversation with J. Rosenberg about [REDACTED]; Conference call with CRO counsel and DIP lender counsel regarding concerns with DIP term sheet; Emails with Monitor; Reviewing motion materials of indenture trustee, CCAA provisions regarding third party fee payments, and considering; Conference call with Monitor
05/06/14	Gage, James	\$6,138.00	6.6	Reviewing Trimor motion record; Correspondence among stakeholder counsel seeking clarification of relief sought; Emails and discussions with CRO counsel, Monitor and internally regarding [REDACTED] issues; Reading correspondence and background information on pre-CCAA filing claims by stakeholder; Conference call with CRO and Monitor [REDACTED]; Conference call, and further emails, with company counsel and DIP lender counsel; Giving instructions to H. Meredith regarding draft monitor report; Reporting to Monitor; Further emails with Monitor and company counsel regarding [REDACTED]; Giving instructions to H. Afarian regarding [REDACTED] Monitor; Briefly reviewing [REDACTED] and providing comments to Monitor; Begin reviewing revised DIP term sheet.
05/06/14	Fulton, Stephen	\$216.00	0.8	SF: Discussion with H. Meredith and [REDACTED] Monitor.
05/07/14	Lapedus, Justin	\$1,112.00	1.6	Correspondence with J. Rosenberg and G. Watson re: [REDACTED]; meeting and telephone conversations with J. Archer re: [REDACTED]; correspondence with J. Gage re: [REDACTED]; reviewing affidavit re: [REDACTED].
05/08/14	Lapedus, Justin	\$139.00	0.2	Telephone conversation with J. Archer re: [REDACTED] and related issues.
05/05/14	Meredith, Heather L	\$3,990.00	6	Participating in calls and emails re: various issuing including DIP, TPL issues and upcoming motion; outlining Monitor's report.
05/06/14	Meredith, Heather L	\$4,854.50	7.3	Participating in calls re: broker business, DIP and upcoming motions; drafting Monitor's report.
05/07/14	Meredith, Heather L	\$3,990.00	6	Drafting and revising Monitor's report; reviewing various emails and motion records re: [REDACTED] motions and re: [REDACTED].
05/08/14	Meredith, Heather L	\$7,315.00	11	Engaged all day with numerous issues preparing for motion on May 13, 2014 including: preparing Monitor's report, emails and discussions regarding [REDACTED] and requests from [REDACTED] counsel.
05/11/14	Lapedus, Justin	\$347.50	0.5	Reviewing and revising draft memo re: [REDACTED]; correspondence with J. Archer and J. Gage re: draft memo.
05/05/14	Afarian, Hovsep	\$630.00	1	Call with J. Gage re [REDACTED]; review of past opinion letters regarding [REDACTED].
05/06/14	Afarian, Hovsep	\$2,394.00	3.8	Conference call with various stakeholders to discuss whether Cash Store's business model violates the Criminal Code and steps moving forward; review of broker agreement; review of series of related emails.

05/07/14	Afarian, Hovsep	\$2,457.00	3.9	Preparation of memo analyzing Cash Store's business model in light of s. 347 of the Criminal Code; related exchange of emails.
05/08/14	Afarian, Hovsep	\$756.00	1.2	Finalized memo analyzing issues re s. 347 of the Criminal Code vis-a-vis Cash Store's business model; [REDACTED] email exchange [REDACTED].
05/09/14	Meredith, Heather L	\$5,320.00	8	Engaged all day with numerous calls and e-mails (Oslers, Monitor, Goodmans, Norton Rose, McMillan and Bennet Jones); finalizing Third Report; reviewing affidavit and order; reviewing material served and considering DIP issues.
05/07/14	Gage, James	\$2,604.00	2.8	Reviewing [REDACTED] and providing comments to Monitor; Drafting proposed rider for drawdown certificate relating to Monitor review of drawdown request; Emails regarding revised draft of management presentation; Preliminary comments on draft Monitor report; Emails regarding [REDACTED]; Emails and discussions regarding [REDACTED]; Conference call with CRO, Rothschild and Monitor regarding [REDACTED]; Giving instructions to H. Meredith.
05/08/14	Gage, James	\$8,556.00	9.2	Engaged all day on DIP, KERP, TPL and related matters, including: reviewing and providing comments on draft Monitor report; Reviewing and providing comments on draft memo regarding TCS brokered loan model as it relates to s. [REDACTED]; Reviewing comments of company on DIP term sheet from ACH/Coliseum; Reviewing draft affidavit and comments from others; Reviewing draft order, comments from others and providing comments; Reviewing [REDACTED] proposal; Conference call with CRO, counsel to CRO, Rothschild and Monitor regarding [REDACTED] and next steps; Emails and telephone conversations throughout the day with Monitor, company counsel and others regarding [REDACTED] and related matters.
05/09/14	Gage, James	\$1,023.00	1.1	Reviewing revised company affidavit; Reviewing and providing comments on further revised Monitor Report; Discussions with H. Meredith, and emails with working group regarding T [REDACTED]; Emails and providing comments regarding [REDACTED].
05/07/14	Fulton, Stephen	\$135.00	0.5	SF: update to DIP summary chart for Third Report reflecting most recent version of DIP financing arrangements.
05/08/14	Fulton, Stephen	\$702.00	2.6	SF: review of DIP term sheet and update relevant sections for use in draft Third Report; emails with H. Meredith; review of PPSA search results to finalize service list and correspondence with Norton Rose counsel to confirm.
		\$56,771.00		
05/12/14	Lapedus, Justin	\$417.00	0.6	Correspondence with J. Gage and J. Archer re: [REDACTED] memo; reviewing and revising draft memo; correspondence with J. Rosenberg re: memo
05/12/14	Gage, James	\$1,488.00	1.6	Reading court materials filed by TPLs, and information gathered by Monitor; Correspondence regarding regulatory matters; Correspondence regarding Computershare motion; Discussions with H. Meredith and [REDACTED]; Emails with Monitor and CRO counsel throughout the day
05/12/14	Meredith, Heather L	\$4,987.50	7.5	Numerous calls and emails re: [REDACTED]; calls with Monitor re: same.
05/13/14	Meredith, Heather L	\$6,783.00	10.2	Drafting supplement to third report; calls with various parties; preparing for and attending in Court on motions; drafting report to service list; meetings and call re: DIP.
05/13/14	Gage, James	\$5,859.00	6.3	Reviewing analysis of TPL loans; Reviewing and providing comments on communication materials; Call with CRO counsel regarding court hearing today and potential adjustments to court order; Providing comments on draft supplemental Monitor report; Reading correspondence from Manitoba; Reading correspondence between CRO and DIP proponent, and considering; Emails with Monitor; Reviewing existing DIP proposals; Considering [REDACTED]; Meeting with CRO and Monitor; Reviewing correspondence and working group discussion regarding litigation schedule; Further conference call regarding DIP financing; Reviewing and providing comments on DIP communication, and further emails to finalize

05/14/14	Gage, James	\$6,603.00	7.1	Engaged during the day on DIP financing and other CCAA matters, including: reviewing new court materials filed by TPLs and correspondence relating to TPL disputes; dealing with issues [REDACTED], including discussions with G. Watson and internally with C. Wayland; correspondence and discussions with AHC counsel and Monitor regarding prior [REDACTED] relating thereto; reviewing and revising draft monitor's report; giving instructions to H. Meredith and S. Fulton
05/15/14	Gage, James	\$5,766.00	6.2	Meeting with CRO, Monitor and CRO counsel regarding status of matters, including DIP financing proposals, May 16 court hearing and sale process; Reviewing successive drafts of DIP term sheet from Coliseum/AHC and providing comments to CRO counsel; Reviewing and revising draft Monitor Report; Reviewing draft court materials for Applicants' May 16 motion; Emails and reviewing materials regarding Edmonton lease matters; Reviewing and providing comments on [REDACTED]; Emails and telephone conversations throughout the day regarding DIP, court materials, Monitor Report, TPL matters, Computershare motion, sale process and other CCAA issues
05/08/14	McMullen, Danny	\$700.00	2.8	D. McMullen: meeting with J. Archer regarding [REDACTED]; research and analysis of [REDACTED]; and correspondence with J. Archer to report on results of same.
05/15/14	Lapedus, Justin	\$0.00	0.3	Reviewing correspondence re: DC Bank issues
05/16/14	Lapedus, Justin	\$0.00	0.3	Correspondence with J. Gage and J. Archer re: [REDACTED]
05/16/14	Gage, James	\$2,511.00	2.7	Emails with working group and Monitor regarding [REDACTED]; Giving instructions to S. Fulton regarding [REDACTED]; Emails with TPL and CRO counsel regarding May 16 hearing and proposed priorities; Emails and discussions with Monitor, [REDACTED]; Reviewing materials regarding TCS fee structure and [REDACTED] relationships
05/14/14	Fulton, Stephen	\$783.00	2.9	SF: preparation of sections for Monitor's Fourth Report, including comparison of [REDACTED].
05/15/14	Fulton, Stephen	\$594.00	2.2	SF: update and finalize Joint DIP term sheet summary for Monitor's Fourth Report; review of lease and relationship between TCS and landlord Quinco Financial.
05/16/14	Fulton, Stephen	\$459.00	1.7	SF: initial review of materials relevant to Monitor's Report discussing Computershare motion; review of PPSA creditor summaries to confirm entities; correspondence with CRO counsel regarding PPSA service list issues.
05/14/14	Meredith, Heather L	\$3,125.50	4.7	Drafting fourth report of the Monitor and reviewing and responding to emails and calls re: various issues.
05/15/14	Meredith, Heather L	\$5,586.00	8.4	Engaged in numerous calls and discussions re: upcoming motions; drafting and revising Fourth Report; reviewing and commenting on draft motion materials.
05/16/14	Meredith, Heather L	\$4,389.00	6.6	Preparing for motion; calls/emails with various parties; attending on motion and communications thereafter re: issues.
05/17/14	Meredith, Heather L	\$399.00	0.6	Reviewing endorsement; correspondence with service list.
05/14/14	Wayland, Christopher	\$380.00	0.5	Call from Jamey Gage. Call to Eric Gertner.
05/20/14	Gage, James	\$1,674.00	1.8	Giving instructions to S. Kour regarding TPL matters; Considering question of G. Watson regarding [REDACTED]; Reviewing report on UK business, and providing comments; Discussion with H. Meredith regarding [REDACTED]; Emails with working group throughout the day regarding miscellaneous CCAA issues
05/01/14	Archer, James	\$0.00	0.1	Reviewing email from J. Lapedus re: [REDACTED]
05/07/14	Archer, James	\$720.00	0.7	Discussion with Justin Lapedus re: D [REDACTED]; meeting with Justin to discuss memorandum and considering [REDACTED] es.
05/08/14	Archer, James	\$1,800.00	2	Discussion with J. Lapedus; reviewing Bank Act codes of conduct and CPA Rules; discussion with student to review CPA Rules.
05/09/14	Archer, James	\$3,420.00	3.8	Preparing memorandum on Cash Store business and email to J. Lapedus.
05/12/14	Archer, James	\$0.00	0.3	Revising memorandum.
05/21/14	Kour, Sharon	\$3,422.00	5.9	Preparation for and attendance at cross-examinations; reviewing documents produced by third party lenders.

05/21/14	Gage, James	\$1,023.00	1.1	Emails with B. O'Neill and G. Watson regarding [REDACTED]; Giving instructions to H. Meredith regarding [REDACTED]; Considering [REDACTED] and providing comments to the Monitor; Reviewing court materials; Reviewing timeline and providing comments; Emails with Monitor regarding [REDACTED]
05/22/14	Gage, James	\$1,581.00	1.7	Emails with AHC counsel and Monitor regarding [REDACTED]; Reviewing DIP Lender cross-motion, discussion with and giving instructions to S. Kour and H. Meredith, and emails with Monitor regarding [REDACTED] matters; Emails regarding branch closures; Reviewing materials regarding upcoming court matters, providing comments on timetable and giving instructions to H. Meredith; Reviewing AHC response to Computershare motion and emails with Monitor
05/23/14	Fulton, Stephen	\$783.00	2.9	SF: drafting report re: Computershare Motion and review of related documentation.
05/20/14	Meredith, Heather L	\$1,197.00	1.8	Reviewing materials served re: TPL issues; compiling documents for S. Kour; discussion with J. Gage re: [REDACTED].
05/21/14	Meredith, Heather L	\$1,862.00	2.8	Reviewing documents re: TPL issues; discussion with S. Fulton and reviewing documents and emails re: [REDACTED]; communication re: Court order; discussion with S. Kour re: [REDACTED]; emails re: various issues.
05/22/14	Meredith, Heather L	\$2,859.50	4.3	Reviewing Computershare responding materials; reviewing CRO's timeline; call with Monitor and follow-up re: same; discussion with S. Kour re: [REDACTED]
05/23/14	Meredith, Heather L	\$3,325.00	5	Considering issues re: p [REDACTED] and discussing same with J. Gage and S. Kour; call with L. Corne.
05/23/14	Gage, James	\$3,813.00	4.1	Reviewing materials and emails with Monitor, CRO and others regarding proposed operating plan and bonus arrangements for brokered loan branches; Emails, telephone conversations and reading materials regarding Computershare motion and potential ways to resolve it; Emails with counsel and giving instructions to H. Meredith regarding [REDACTED]; Emails with working group and reviewing materials regarding proposed changes to sale process; Briefly reviewing preference legislation; Meeting with H. Meredith and S. Kour regarding [REDACTED]; Emails regarding employee matters in brokered loan jurisdictions
05/25/14	Gage, James	\$93.00	0.1	Briefly reviewing [REDACTED] at the request of J. Rosenberg, and emails with J. Rosenberg
05/21/14	Fulton, Stephen	\$567.00	2.1	SF: draft report re: [REDACTED]; meeting with H. Meredith.
05/24/14	Fulton, Stephen	\$783.00	2.9	SF: review and report on treatment of [REDACTED]
		\$79,752.50		
05/27/14	Fulton, Stephen	\$837.00	3.1	SF: draft and revise Monitor's report re: Computershare motion for fees under Administration Charge.
05/26/14	Meredith, Heather L	\$5,187.00	7.8	Reviewing materials re: TPL motions and related cross-motion and considering Monitor's position and next steps re: same; calls with Norton Rose; discussions with S. Kour and emails with Monitor re: Monitor's report; reviewing materials re: Indenture Trustee motion; reviewing and commenting on draft report.
05/27/14	Meredith, Heather L	\$5,120.50	7.7	Considering DIP lender motion and issues raised therein; attending cross-examination of PWC representative; discussion with counsel for Trimor; discussion with counsel for Coliseum; reviewing case law and legislation relative to upcoming motion; calls with A. Hatnay re: [REDACTED]; reviewing issue re: [REDACTED] re: same; calls with Monitor re: DIP.
05/28/14	Meredith, Heather L	\$3,724.00	5.6	Calls re: TPL issues; calls and emails re: representative counsel motion and drafting letter to RSJ Morawetz re: same; reviewing and commenting on letter re: c [REDACTED]; discussions with J. Gage; considering [REDACTED] issues.
05/22/14	Kour, Sharon	\$1,740.00	3	Review of previous Monitor reports; drafting of Fifth Report; review and analysis of TPL motion materials.
05/23/14	Kour, Sharon	\$2,146.00	6.7	Call from K. Sachar re [REDACTED]; email to B. Harrison re [REDACTED]; receiving instructions from J. Gage re [REDACTED]; continue to review materials.

05/25/14	Kour, Sharon	\$4,118.00	7.1	Compilation of factual matrix chart re [REDACTED] review of motion materials and affidavits; research and analysis re [REDACTED].
05/26/14	Kour, Sharon	\$3,074.00	5.3	Compiling facts for preference and transfer at undervalue motion; review of documents produced by CRO.
05/27/14	Kour, Sharon	\$1,624.00	2.8	Review and analysis of case law re [REDACTED].
05/28/14	Kour, Sharon	\$1,624.00	2.8	Review and analysis of law regarding [REDACTED].
05/26/14	Gage, James	\$279.00	0.3	Emails with Monitor and counsel for stakeholders throughout the day regarding various matters, including: [REDACTED].
05/27/14	Gage, James	\$279.00	0.3	Discussion with H. Meredith regarding [REDACTED].
05/28/14	Gage, James	\$1,674.00	1.8	Meeting with H. Meredith regarding [REDACTED]; Emails and correspondence regarding collection agency holding Cash Store funds, and giving instructions to H. Meredith; Telephone conversation with G. Watson regarding [REDACTED] and other matters; Emails regarding DC Bank issues, and discussion with H. Meredith; Dealing with DIP interest issues.
05/29/14	Gage, James	\$4,278.00	4.6	Dealing with various CCAA issues during the day, including: emails and telephone conversations with counsel to AHC and Computershare regarding Computershare fee motion and possible resolution; conference calls with Monitor, CRO and counsel, reviewing materials, conference call with DC Payments counsel and emails among Monitor, CRO, DC Payments and counsel regarding actions of DC Payments to claim termination costs and set-off against amounts owing to TCS; emails and telephone conversations with counsel for stakeholders, counsel for CRO and Monitor regarding [REDACTED].
05/29/14	Meredith, Heather L	\$5,852.00	8.8	Reviewing and providing information to TPLs; reviewing and revising report re: Indenture Trustee motion; numerous calls and emails re: supplier issue and drafting report re: same.
05/30/14	Meredith, Heather L	\$6,384.00	9.6	Engaged all day with case conference call and dealing with DCPI issue, including drafting Monitor's report and calls and emails with numerous parties.
05/29/14	Kour, Sharon	\$928.00	1.6	Review and analysis of preference issues.
05/30/14	Kour, Sharon	\$2,552.00	4.4	Case conference with RSJ Morawetz re motions scheduling; assisting H. Meredith with preparation for upcoming motions and court materials.
05/30/14	Gage, James	\$3,534.00	3.8	Dealing with DCPI dispute and upcoming court matters throughout the day, including: discussion with H. Meredith regarding [REDACTED]; participating in case conference; emails and telephone conversations with Monitor, counsel to CRO and counsel to DCPI regarding dispute and potential interim resolution; providing comments on draft Monitor report and draft interim settlement regarding DCPI. Dealing with Computershare, proposed Rep Counsel and TPL motion matters. Reviewing court materials filed by parties.
05/28/14	Afarian, Hovsep	\$630.00	1	Preparation of informal email memo setting out preliminary analysis re legal issues set out by J Gage to be considered; related emails with H Meredith.
		\$55,584.50		
06/02/14	Gage, James	\$558.00	0.6	Emails with counsel to AHC and Computershare regarding potential resolution of motion; Reviewing and providing comments on draft Monitor report for Computershare motion; Emails regarding DC Payments issues.
06/02/14	Kour, Sharon	\$580.00	1	Review of Alberta Fraudulent Preferences Act and requirements to challenge a transaction.
06/03/14	Gage, James	\$1,023.00	1.1	Emails with Monitor and counsel for stakeholders throughout the day; Considering outstanding issues to be addressed; Meeting with H. Meredith and S. Kour regarding upcoming court hearings, and giving instructions relating to [REDACTED].
06/03/14	Kour, Sharon	\$1,508.00	2.6	Review and analysis of [REDACTED]; drafting Monitor's report; discussion with H. Meredith and J. Gage re same.
06/02/14	Fulton, Stephen	\$297.00	1.1	SF: draft and revise monitor's report.
06/04/14	Kour, Sharon	\$3,480.00	6	Drafting of Monitor's report in respect of motions brought by various parties; review of representative counsel motion materials; review of DIP Lenders' motion materials.

06/05/14	Gage, James	\$1,488.00	1.6	Discussion with H. Meredith regarding [REDACTED]; Emails with Monitor regarding [REDACTED]; Reviewing certain court materials regarding TPL motion, and reviewing and providing comments on draft Monitor report for June 11 matters; Conference call regarding [REDACTED]
06/06/14	Gage, James	\$837.00	0.9	Reviewing summary of EOIs; Reviewing successive drafts of Monitor report and providing comments; Emails with counsel to stakeholders regarding D [REDACTED]; Reviewing draft proposal [REDACTED] and providing comments; Discussion with H. Meredith
06/09/14	Gage, James	\$279.00	0.3	Emails with counsel for CRO and stakeholders; Discussion with H. Meredith re: treatment of various issues for court purposes
06/02/14	Meredith, Heather L	\$4,256.00	6.4	Calls, emails, reviewing documentation and drafting and revising Monitor's report regarding [REDACTED]; discussing [REDACTED] with S. Kour.
06/03/14	Meredith, Heather L	\$3,790.50	5.7	Reviewing TPL materials; discussions with J. Gage and S. Kour; preparing for Court hearing; follow-up re: factual information for report and various outstanding issues.
06/04/14	Meredith, Heather L	\$3,990.00	6	Drafting, revising and reviewing related information regarding Sixth Report; preparing for Court hearing; reviewing materials served; discussions with Monitor and S. Kour.
06/05/14	Meredith, Heather L	\$4,788.00	7.2	Engaged all day with various calls and emails re: [REDACTED] and drafting and revising Sixth Report.
06/06/14	Meredith, Heather L	\$5,187.00	7.8	Engaged all day in relation to the June 11 motion, including calls and emails re: settlement offers and re: information in Sixth Report; drafting and revising Sixth Report and calls with Monitor re: same; calls and emails re: [REDACTED].
06/09/14	Meredith, Heather L	\$1,862.00	2.8	Reviewing TPL motion materials; preparing and updating materials for Court and coordinating with Court officer re: same; calls and emails re: TPL issues.
06/10/14	Gage, James	\$558.00	0.6	Conference call with Monitor, CRO and CRO counsel regarding [REDACTED] and other matters; Discussion with H. Meredith regarding preparation for [REDACTED]
06/10/14	Meredith, Heather L	\$2,859.50	4.3	Conference call; preparing for TPL motion; meeting with H. Afarian re: [REDACTED]; reviewing draft affidavit for company motion.
06/11/14	Meredith, Heather L	\$6,650.00	10	Preparing for and attending in Court for TPL motion; discussions with Monitor [REDACTED]; reviewing sale process materials; instructions re: draft report for June 16 motion.
06/12/14	Meredith, Heather L	\$5,719.00	8.6	Drafting and revising Seventh Report; calls with numerous parties (Oslers, Norton Rose, Monitor); reviewing Applicants' materials; discussions re: DIP interest.
06/13/14	Meredith, Heather L	\$5,519.50	6.3	Revising and finalizing Seventh Report of the Monitor; various calls with Oslers, Norton Rose, Monitor and Goodmans; preparing for June 16th hearing; preparing USB key for court and arranging delivery of same; reviewing materials for Monday hearing.
06/12/14	Gage, James	\$930.00	1	Reviewing and providing comments on draft sale process order, and discussions with H. Meredith, J. Dacks and G. Watson, respectively, [REDACTED]; Discussions regarding [REDACTED]; Reviewing draft Monitor report and comments
06/13/14	Meredith, Heather L	\$0.00	2	Preparing usb key for court and arranging delivery of same; reviewing materials for Monday hearing.
06/11/14	Kour, Sharon	\$1,450.00	2.5	Review and consider [REDACTED]; drafting Monitor's Seventh Report; review and consider motion materials filed by representative plaintiff.
06/16/14	Kour, Sharon	\$1,624.00	2.8	Preparation for and attending representative counsel motion.
06/17/14	Gage, James	\$1,488.00	1.6	Discussions with H. Meredith and S. Kour, respectively, regarding outstanding issues; Conference call with Monitor regarding D [REDACTED] and other matters; Emails with company counsel, DIP counsel and Monitor throughout the day; Giving instructions to H. Meredith
06/16/14	Meredith, Heather L	\$4,455.50	6.7	Preparing for and attending at hearing re: TPL motion, sale approval and stay extension; discussions with S. Kour re: [REDACTED].
06/17/14	Meredith, Heather L	\$2,327.50	3.5	Calls, emails, discussions and considering issues arising re: [REDACTED], including calls with Monitor, Norton Rose and communications with research lawyer; reviewing emails and communications re: preference review.
06/20/14	Meredith, Heather L	\$399.00	0.6	Call with H. Afarian re: [REDACTED].

06/10/14	Afarian, Hovsep	\$1,260.00	2	Meeting with H. Meredith [REDACTED]; participation in related conference call.
06/12/14	Afarian, Hovsep	\$441.00	0.7	Brief analysis re [REDACTED].
06/20/14	Afarian, Hovsep	\$2,205.00	3.5	Review analysis of jurisprudence re [REDACTED].
		\$14,200.00		
06/24/14	Gage, James	\$186.00	0.2	Emails with Monitor.
06/24/14	Lapedus, Justin	\$903.50	1.3	Conference call and emails with J. Gage and H. Meredith re: [REDACTED]; emails with S. Kour re: [REDACTED].
06/25/14	Lapedus, Justin	\$486.50	0.7	Meeting and correspondence with L. Hage and S. Kour re: [REDACTED].
06/24/14	Kour, Sharon	\$928.00	1.6	Review documents produced by Osler including PPSA registration and security agreements for security review; emails and call with J. Lapedus re same.
06/25/14	Kour, Sharon	\$1,972.00	3.4	Preparation for meeting with L. Hage and J. Lapedus re [REDACTED]; meeting re same; compilation of PPSA search results, corporate searches and agreements.
06/23/14	Meredith, Heather L	\$465.50	0.7	Follow-up with Oslers re: reviewable transaction meeting; follow-up re: cheques from Cassels Brock; considering outstanding issues and next steps.
06/24/14	Meredith, Heather L	\$1,995.00	3	Reviewing memo re: [REDACTED] and considering next steps re: same; emails re: coordinating meeting; discussion re: [REDACTED] and locating and forwarding documents re: same; discussion with J. Lapedus; discussion with S. Kour.
06/25/14	Meredith, Heather L	\$864.50	1.3	Reviewing case law re: [REDACTED], call to M. Wasserman, emails re: meetings.
06/26/14	Meredith, Heather L	\$1,928.50	2.9	Calls with Monitor and Oslers re: various issues; conference call with Norton Rose re: [REDACTED] and UK operations; reviewing draft APA.
06/27/14	Gage, James	\$1,023.00	1.1	Reviewing draft APA and comments from others to date; Providing comments to H. Meredith; Emails with H. Meredith and Monitor; Emails with CRO counsel and other stakeholders.
06/29/14	Gage, James	\$279.00	0.3	Reviewing revised purchase agreement, and providing comments to H. Meredith and Monitor.
06/27/14	Lapedus, Justin	\$139.00	0.2	Correspondence with L. Hage and S. Kour re: [REDACTED].
06/30/14	Gage, James	\$465.00	0.5	Reviewing further revised APA, and providing comments to Monitor; Reviewing comments from lenders, and emails with lender counsel and Monitor.
06/26/14	Kour, Sharon	\$116.00	0.2	Email to J. Lapedus and L. Hage re [REDACTED].
06/27/14	Meredith, Heather L	\$2,726.50	4.1	Reviewing and commenting on draft APA; reviewing letter received; communication with Monitor and with Oslers; reviewing revisions to APA and emails re: same; call [REDACTED]; incorporating and circulating comments on APA.
06/29/14	Meredith, Heather L	\$332.50	0.5	Reviewing emails re: [REDACTED].
06/30/14	Meredith, Heather L	\$798.00	1.2	Reviewing APA and comments re: [REDACTED]; comments to same.
06/23/14	Afarian, Hovsep	\$2,268.00	3.6	Preparation of memo analyzing [REDACTED]; [REDACTED]; related emails.
		\$17,876.50		
07/04/14	Gage, James	\$2,325.00	2.5	Briefly reviewing materials relating to [REDACTED]; Meeting with Monitor, CRO and AHC counsel; Giving instructions to H. Meredith regarding [REDACTED].
07/03/14	Lapedus, Justin	\$1,181.50	1.7	Reviewing intercreditor agreement and other loan documents; correspondence with S. Kour and L. Hage re: [REDACTED].
07/04/14	Lapedus, Justin	\$973.00	1.4	Meeting with S. Kour and L. Hage re: [REDACTED]; reviewing loan documents; correspondence with local counsel re: [REDACTED].
06/24/14	Hage, Laura	\$123.00	0.2	Reviewed documents.
06/25/14	Hage, Laura	\$369.00	0.6	Meeting with S Kour and J Lapedus.
07/03/14	Hage, Laura	\$61.50	0.1	Discussion with J Lapedus re [REDACTED].
07/04/14	Hage, Laura	\$676.50	1.1	Meeting with S Kour and J Lapedus. Call and correspondence with Saskatchewan counsel.

07/07/14	Lapedus, Justin	\$347.50	0.5	Correspondence with D. Patterson re: [REDACTED]; correspondence with S. Kour and L. Hage re: [REDACTED]; correspondence with J. Gage re: [REDACTED].
07/08/14	Lapedus, Justin	\$556.00	0.8	Telephone conversations and correspondence with L. Hage, S. Kour and J. Gage re: [REDACTED].
07/07/14	Gage, James	\$186.00	0.2	Emails with H. Meredith regarding [REDACTED] and reviewing materials.
07/03/14	Meredith, Heather L	\$1,263.50	1.9	Reviewing report of CRO; reviewing letter received and follow-up to Oslers; reviewing materials for meeting.
07/04/14	Meredith, Heather L	\$3,458.00	5.2	Preparing for and meeting with CRO, Oslers and Monitor; meeting with Goodmans, CRO, Oslers and Monitor re: various issues.
07/04/14	Antonecchia, Robert	\$312.00	1.2	Search Personal Property Security Act in 9 Provinces.
07/08/14	Antonecchia, Robert	\$312.00	1.2	The Cash Store Inc. et al, Searching Index of Corporations; Conduct Preliminary Nuans search Order Corporation Profile report; Conduct Bank Act Search; AB/BC/ON
07/10/14	Gage, James	\$279.00	0.3	Giving instructions to J. Lapedus regarding [REDACTED]; emails with Monitor regarding [REDACTED].
07/07/14	Hage, Laura	\$184.50	0.3	Correspondence with Saskatchewan counsel with instructions.
07/08/14	Hage, Laura	\$1,783.50	2.9	Drafted letter opinion. Internal correspondence re same.
07/09/14	Hage, Laura	\$123.00	0.2	Call with S Kour re [REDACTED].
07/10/14	Hage, Laura	\$123.00	0.2	Call with Saskatchewan counsel re [REDACTED].
07/03/14	Kour, Sharon	\$2,436.00	4.2	Compilation of PPSA search results and corporate search results from all jurisdictions; review of registration documents [REDACTED]; review and consider various credit agreements and effect on priorities; emails to J. Lapedus and H. Meredith [REDACTED]; performing security review and drafting riders to opinion re same.
07/04/14	Kour, Sharon	\$3,132.00	5.4	Reviewing security documents and credit agreements; review general security agreements; drafting riders to opinion re registrations; requesting PPSA search update; drafting email to local counsel; emails to L. Hage and J. Lapedus re same; email to R. Yaffe at Aikins re Winnipeg counsel.
07/08/14	Kour, Sharon	\$2,204.00	3.8	Compiling documentation for local counsel; emails to local counsel enclosing same; review of case law re [REDACTED] discussion with H. Meredith re [REDACTED].
07/09/14	Kour, Sharon	\$290.00	0.5	Call from L. Hage [REDACTED]; emails to local counsel providing corporate profile and addressing [REDACTED].
07/11/14	Kour, Sharon	\$2,726.00	4.7	Review security agreements and drafting opinion re [REDACTED].
07/13/14	Kour, Sharon	\$4,176.00	7.2	Drafting memo re [REDACTED]; email to L. Hage re same; receive and review comments from L. Hage re same; review and consider case law re [REDACTED]; considering Monitor's legal position re [REDACTED].
07/10/14	Lapedus, Justin	\$139.00	0.2	Correspondence with J. Gage re: [REDACTED].
07/07/14	Meredith, Heather L	\$2,593.50	3.9	Meeting with J. Rosenberg and reviewing documents re: [REDACTED].
07/08/14	Meredith, Heather L	\$2,061.50	3.1	Attending call re: [REDACTED]; drafting outline of eighth report; reviewing emails re: [REDACTED]; call with V. Gauthier re: [REDACTED]; call to M. Wasserman.
07/10/14	Meredith, Heather L	\$2,327.50	3.5	Drafting report; reviewing and compiling documents re; [REDACTED].
07/11/14	Meredith, Heather L	\$4,056.50	6.1	Drafting report; various calls and emails on numerous issues including UK operations and TUV analysis; emails with Oslers, calls with Monitor; call with Norton Rose; internal discussions re: [REDACTED] and reviewing documents re: same.
07/12/14	Meredith, Heather L	\$532.00	0.8	Considering [REDACTED] and contents of Monitor's report.
		\$41,311.50		
07/14/14	Gage, James	\$186.00	0.2	Discussion with H. Meredith regarding [REDACTED], Monitor report and DIP issues.
07/15/14	Gage, James	\$186.00	0.2	Discussion with H. Meredith and providing comments on draft materials.
07/14/14	Lapedus, Justin	\$208.50	0.3	Correspondence with L. Hage re: [REDACTED].
07/14/14	Meredith, Heather L	\$2,460.50	3.7	Reviewing TUV issues and follow-up with S. Kour re: same; call with Monitor re: [REDACTED]; receiving instructions from J. Gage; call with Ad Hoc Committee Counsel, CRO and Monitor re: [REDACTED]; call with Norton Rose re: [REDACTED].

07/15/14	Meredith, Heather L	\$3,325.00	5	Call with J. Porepa re: preference review and draft report; communication with J. Rosenberg re: [REDACTED]; email to R. Sahni re: TPL collections; drafting report re: UK operations; reviewing and commenting on CRO materials; reviewing letter re: lease.
07/16/14	Gage, James	\$279.00	0.3	Emails with working group regarding outstanding issues, UK operations, upcoming court hearing and TUV matters; Giving instructions to H. Meredith.
07/16/14	Meredith, Heather L	\$1,729.00	2.6	Reviewing revised materials re: UK operations; drafting Monitor's report re: same; discussion with J. Gage; reviewing email from AHC counsel and drafting response.
07/14/14	Kour, Sharon	\$1,508.00	2.6	Discussion with H. Meredith re [REDACTED]; continued drafting of memo; considering facts relevant to determination of TUVs; drafting list of document requests.
07/17/14	Afarian, Hovsep	\$882.00	1.4	A [REDACTED] [REDACTED]; related discussion with H. Meredith.
07/18/14	Afarian, Hovsep	\$315.00	0.5	Preparation of brief memo re [REDACTED]
07/17/14	Gage, James	\$1,023.00	1.1	Reviewing and providing comments on draft monitor report; Discussion with H. Meredith; emails with counsel for stakeholders and Monitor working group throughout the day.
07/18/14	Gage, James	\$372.00	0.4	Reviewing and providing comments on revised draft report; Emails regarding security review; Discussion with H. Meredith.
07/17/14	Meredith, Heather L	\$6,650.00	10	Numerous calls and emails and reviewing documentation re: UK operations; drafting and revising Monitor's report; drafting response to noteholder; calls with B. O'Neill; calls with Monitor; calls with Oslers.
07/18/14	Meredith, Heather L	\$6,716.50	10.1	Reviewing documents, following up for information and considering same and drafting and revising report; numerous calls and emails with stakeholders, Monitor and Oslers regarding various issues for Monitor's report and upcoming motion; email to counsel for single Noteholder.
07/19/14	Meredith, Heather L	\$2,194.50	3.3	Various emails to Monitor, Oslers and Goodmans; reviewing and considering additional documents and searches for same; revising draft report and circulating language.
07/16/14	Kour, Sharon	\$638.00	1.1	Compiling list of documents and facts needed to determine TUV issues.
07/13/14	Hage, Laura	\$1,107.00	1.8	Drafted opinion. Reviewed riders re security documents. Reviewed memo re security review. Correspondence with S Kour re same.
07/14/14	Hage, Laura	\$123.00	0.2	Call with J Lapedus [REDACTED].
07/16/14	Hage, Laura	\$61.50	0.1	Correspondence with S Kour [REDACTED].
07/17/14	Hage, Laura	\$553.50	0.9	Meeting with J Lapedus. Reviewed Atlantic provinces opinions. Internal correspondence re PPSA registrations.
07/18/14	Hage, Laura	\$430.50	0.7	Reviewed draft local counsel opinions. Provided comments.
07/20/14	Meredith, Heather L	\$598.50	0.9	Call with J. Rosenberg; emails with Oslers; reviewing and searching for additional information for Monitor's report; revising draft report and emails re: same.
07/21/14	Kour, Sharon	\$348.00	0.6	Review of material received from Osler re first lien financing.
07/21/14	Meredith, Heather L	\$2,327.50	3.5	Reviewing additional information provided re: UK administration and re: directors of Australia entities; revising and finalizing Eighth Report; coordinating service and filing of same.
07/16/14	Lapedus, Justin	\$764.50	1.1	Reviewing draft local counsel opinions; meeting with L. Hage [REDACTED].
07/17/14	Lapedus, Justin	\$347.50	0.5	Correspondence with L. Hage [REDACTED]; correspondence with D. Patterson re: [REDACTED].
07/18/14	Lapedus, Justin	\$208.50	0.3	Correspondence with L. Hage, J. Gage and S. Kour re: [REDACTED].
07/21/14	Lapedus, Justin	\$208.50	0.3	Correspondence with L. Hage, H. Meredith and S. Kour re: [REDACTED].
07/22/14	Lapedus, Justin	\$208.50	0.3	Reviewing draft opinions; correspondence with L. Hage re: draft opinions.
07/22/14	Meredith, Heather L	\$2,394.00	3.6	Preparing for and attending court for UK operations motion; considering next steps and email to Monitor re: same.
07/23/14	Kour, Sharon	\$3,190.00	5.5	Drafting riders to security review opinion; drafting memo [REDACTED] [REDACTED] to support opinion.
07/23/14	Gage, James	\$279.00	0.3	Reviewing Rothschild report [REDACTED]; Emails with working group; Giving instructions to H. Meredith.
07/23/14	Lapedus, Justin	\$208.50	0.3	Correspondence with L. Hage [REDACTED].

07/23/14	Meredith, Heather L	\$2,859.50	4.3	Drafting Monitor's report; emails with Monitor; conference call re: various outstanding issues and next steps; reviewing issues re: lease.
07/24/14	Meredith, Heather L	\$1,862.00	2.8	Reviewing lease issues and instructions to S. Kour re: same; discussion with P. Riesterer; considering issues re: s [REDACTED] reviewing emails re: [REDACTED]
07/21/14	Carbonaro, Stephen	\$78.00	0.3	0678786 B.C. LTD: order and obtain Corporation Profile Report.
07/25/14	Gage, James	\$372.00	0.4	Discussion with S. Kour regarding [REDACTED]; Discussion with [REDACTED] Emails with Monitor and discussion with H. Meredith regarding [REDACTED]
07/24/14	Lapedus, Justin	\$208.50	0.3	Meeting and correspondence with L. Hage [REDACTED]
07/24/14	Kour, Sharon	\$464.00	0.8	Review and analyze case law re [REDACTED]
07/25/14	Kour, Sharon	\$580.00	1	Discussions with H. Meredith and [REDACTED]; emails with G. Hall and student re [REDACTED] motion; instructions to student re [REDACTED]
07/22/14	Hage, Laura	\$676.50	1.1	Reviewed and revised draft opinion.
07/23/14	Hage, Laura	\$246.00	0.4	Reviewed revised local counsel opinions.
07/24/14	Hage, Laura	\$430.50	0.7	Reviewed revised local counsel opinions. Discussed comments with J Lapedus.
07/25/14	Hage, Laura	\$61.50	0.1	Reviewed revised opinion.
07/07/14	Thompson, Kato	\$330.00	1.1	Conducting Alberta PPR searches on The Cash Store Financial Services Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., Instalogs Inc., The Cash Store Financial Limited, CSF Insurance Services Limited, The Cash Store Inc., TCS Cash Store Inc. and The Cash Store Limited.
07/30/14	Lapedus, Justin	\$278.00	0.4	Meeting with L. Hage and S. Kour re: d [REDACTED]
07/28/14	Hage, Laura	\$1,230.00	2	Reviewed and revised draft opinion.
07/30/14	Hage, Laura	\$307.50	0.5	Meeting with S Kour and J Lapedus.
07/31/14	Hage, Laura	\$184.50	0.3	Reviewed revised memo. Correspondence with S Kour re same.
07/25/14	Meredith, Heather L	\$1,795.50	2.7	Call with M. Wasserman re: [REDACTED]; coordinating next steps re: s [REDACTED]
07/25/14	Borgers, Oliver	\$1,261.00	1.3	Telephone conversation with Heather Meredith re C [REDACTED] matters; review Rothshild [REDACTED] emails to and from and call with Oslers.
07/28/14	Borgers, Oliver	\$291.00	0.3	Confer with Osler regarding competition law matters; confer with Heather Meredith.
07/28/14	Meredith, Heather L	\$1,396.50	2.1	Calls with P. Riesterer and counsel for landlord and reviewing [REDACTED]; call with V. Gauthier; communications with client re: [REDACTED]; call with O. Borgers re [REDACTED]
07/29/14	Meredith, Heather L	\$1,197.00	1.8	Call with J. Porepa; call with FTI re: [REDACTED]s; call with J. Dacks.
07/30/14	Meredith, Heather L	\$2,660.00	4	Attending at Court; discussions with Oslers; call with B. O'Neill re: [REDACTED] and emails re: same; reporting to Monitor re: same.
07/30/14	Kour, Sharon	\$812.00	1.4	Meeting with J. Lapedus and L. Hage [REDACTED]; revision of security opinion; email to J. Lapedus and L. Hage [REDACTED]; email to FTI [REDACTED]; continued review of [REDACTED]
07/31/14	Meredith, Heather L	\$1,596.00	2.4	Attending call re: one of the asset purchase bids; call with G. Watson; communication with J. Dacks.
		\$63,209.00		
08/01/14	Lapedus, Justin	\$139.00	0.2	Correspondence with S. Kour re: draft security opinion.
08/01/14	Kour, Sharon	\$116.00	0.2	Revision to security review memo; email to J. Lapedus re same.
08/04/14	Lapedus, Justin	\$0.00	1	Reviewing and revising draft security review memo
08/05/14	Lapedus, Justin	\$1,042.50	0.5	Reviewing and revising draft security memo
08/01/14	Meredith, Heather L	\$2,261.00	3.4	Reviewing and considering numerous communications re: S [REDACTED]s; calls with Oslers; drafting and circulating update t [REDACTED]s; reviewing and responding re: [REDACTED]
08/02/14	Meredith, Heather L	\$1,529.50	2.3	Numerous calls and emails re: [REDACTED]
08/04/14	Meredith, Heather L	\$1,995.00	3	Reviewing various emails re: s [REDACTED]
08/05/14	Meredith, Heather L	\$6,317.50	9.5	Reviewing DIP amending agreement and commenting re: same; reviewing materials re: upcoming motion and commenting re: same; various calls and emails re: DIP and upcoming motion; drafting and revising report; circulating, reviewing and discussion TPL Motion decision.
08/06/14	Meredith, Heather L	\$2,992.50	4.5	Drafting and revising Monitor's report; call with TPLs re: order and motion; finalizing and serving motion materials; communications with Norton Rose and Oslers re: [REDACTED]; reviewing CRO's motion materials.

08/07/14	Meredith, Heather L	\$5,453.00	8.2	Preparing for and attending in court for DIP approval and stay extension motions; negotiating with various parties re: ██████████; conducting conference call re: ██████████; call with Oslers re: ██████████.
08/07/14	Kour, Sharon	\$2,494.00	4.3	Analysis of ██████████ and investigation of alternate causes of action.
08/12/14	Farley, James	\$522.50	0.5	Conference discussion with H. Meredith and S. Kour re: ██████████.
07/31/14	Kour, Sharon	\$58.00	0.1	Email to FTI re: ██████████.
08/08/14	Kour, Sharon	\$870.00	1.5	Working up TUV case; discussions with H. Meredith ██████████; review and consider decision of Morawetz RSJ re: ██████████.
08/11/14	Kour, Sharon	\$290.00	0.5	Consult with J. Farley re: ██████████; call with J. Lapedus re: ██████████; email to FTI re: ██████████; call with J. Lapedus and H. Meredith ██████████.
08/12/14	Kour, Sharon	\$1,160.00	2	Meeting with J. Farley ██████████; instructions to student re: ██████████; review of facts supporting "intent".
08/11/14	Jones, Blake	\$135.00	0.5	B Jones: Receiving instructions from H. Meredith re: ██████████.
08/12/14	Jones, Blake	\$1,890.00	7	B Jones: Researching ██████████; drafting memorandum re: ██████████; reporting to S. Kour; receiving further instructions from S. Kour.
08/11/14	Lapedus, Justin	\$486.50	0.7	Telephone conversations and correspondence with H. Meredith and S. Kour re: security opinion memo.
08/14/14	Kour, Sharon	\$1,566.00	2.7	Instructions to T. Courtis re motion materials and research needed. Drafting motion materials.
08/14/14	Courtis, Trevor	\$1,458.00	5.4	T. Courtis - Met with S. Kour regarding the drafting of motion materials. Put together a summary of facts and arguments in preparation for drafting. Began drafting a Notice of Motion.
08/16/14	Courtis, Trevor	\$2,592.00	9.6	T. Courtis - Drafted factum for the transfer at undervalue motion.
08/08/14	Meredith, Heather L	\$4,256.00	6.4	Attending in court; negotiating order; re-attending in court re: same; follow-up with Trimor re: appeal issues; call re: TUV analysis and reviewing legal chart re: same.
08/15/14	Kour, Sharon	\$522.00	0.9	Drafting motion materials for TUV motion.
08/11/14	Meredith, Heather L	\$4,056.50	6.1	Numerous calls and emails addressing TPL appeal and possible resolution thereof; preparation for and call re: TUV analysis; discussions with student re: same; reviewing appeal material; call with G. Hall ██████████.
08/12/14	Meredith, Heather L	\$665.00	1	Meeting with J. Farley re: TUV proceedings; reviewing and considering emails re: same; reviewing and considering emails re: appeal.
08/13/14	Meredith, Heather L	\$2,327.50	3.5	Call with B. O'Neill; communication with client; reviewing TPL settlement and appeal materials and considering same; considering resolutions; considering TUV issues.
08/14/14	Meredith, Heather L	\$1,529.50	2.3	Call with counsel for DIP Lenders, Ad Hoc Committee and CRO re: TPL appeal and considering approach re: same; discussions with G. Hall ██████████; c ██████████; follow-up re: ██████████s with S. Kour.
08/16/14	Meredith, Heather L	\$266.00	0.4	Reviewing email and attachment from J. Rosenberg; reviewing report re: appeal.
08/18/14	Gage, James	\$279.00	0.3	Reading decision of court of appeal regarding stay pending appeal, relating to TPL appeal; Discussion with H. Meredith regarding next steps and issues
08/18/14	Courtis, Trevor	\$540.00	2	T. Courtis - Completed drafting the Notice of Motion.
08/18/14	Kour, Sharon	\$2,030.00	3.5	Drafting motion materials to challenge transfer at undervalue.
08/19/14	Courtis, Trevor	\$810.00	3	T. Courtis - Met with S. Kour and H. Meredith to discuss motion materials, compiled revised versions of the motion materials.
08/13/14	Hall, Geoff	\$951.50	1.1	Reviewing materials re motion for stay pending leave to appeal.
08/15/14	Hall, Geoff	\$6,487.50	7.5	Preparing for and appearing at motion for stay pending application for leave to appeal before Justice van Rensburg; e-mail to G. Watson, J. Rosenberg and H. Meredith ██████████
08/18/14	Hall, Geoff	\$0.00	0.3	Organizing materials from motion
08/20/14	Gage, James	\$279.00	0.3	Discussion with H. Meredith regarding ██████████; Discussion with H. Meredith regarding ██████████.
08/20/14	Courtis, Trevor	\$540.00	2	T. Courtis - Compiled revised versions of the motion materials.
08/21/14	Lapedus, Justin	\$695.00	1	Reviewing and revising draft opinion memo; meeting with L. Hage re: draft opinion memo.
08/18/14	Meredith, Heather L	\$332.50	0.5	Reviewing and circulating endorsement from appeal; ██████████

08/19/14	Meredith, Heather L	\$2,394.00	3.6	Meeting with S. Kour and student re: [REDACTED] reviewing and revising materials re: same.
08/20/14	Meredith, Heather L	\$3,923.50	5.9	Reviewing, revising and drafting Notice of Motion and Factum re: TUV challenge; reviewing memorandum re: set-off and DCPI; call with Monitor; considering implications to sale process and email re: same.
08/21/14	Meredith, Heather L	\$66.50	0.1	Communication with G. Watson and B. O'Neill re: [REDACTED].
08/23/14	Meredith, Heather L	\$332.50	0.5	Call re: TUV analysis and considering same.
08/25/14	Meredith, Heather L	\$332.50	0.5	Reviewing revised notice of motion re: TUVs; communication with J. Porepa re: same.
08/26/14	Meredith, Heather L	\$931.00	1.4	Reviewing TUV notice of motion, including revisions; discussions with J. Porepa re: same; email to J. Rosenberg [REDACTED]; call to B. Harrison.
08/27/14	Meredith, Heather L	\$1,130.50	1.7	Calls re: TUV application; reviewing, revising and considering Notice of Motion and changes from J. Porepa; call with J. Rosenberg.
08/28/14	Courtis, Trevor	\$864.00	3.2	T. Courtis - Conducting additional research and preparing a memorandum for H. Meredith regarding additional arguments for inclusion in a factum.
08/18/14	Hage, Laura	\$61.50	0.1	Call with J Lapedus re [REDACTED]
08/21/14	Hage, Laura	\$123.00	0.2	Meeting with J Lapedus [REDACTED]
08/28/14	Meredith, Heather L	\$931.00	1.4	Call with clients re: [REDACTED]; reviewing and incorporating changes; sending to Oslers and B. Aziz.
08/11/14	Hall, Geoff	\$173.00	0.2	Telephone conversation with H. Meredith re [REDACTED]; reviewing motion record
08/14/14	Hall, Geoff	\$1,730.00	2	Reviewing materials re stay motion; preparing for motion; telephone conversation with H. Meredith to prepare for motion; conference call with FTI [REDACTED]; preparing for motion.
		\$74,928.00		
09/02/14	Wright, Kevin R. L.	\$340.00	0.5	Receiving instructions and draft legal opinion; corresponding with Laura Hage.
09/02/14	Hage, Laura	\$1,291.50	2.1	Reviewed and revised draft opinion. Correspondence with P Birkness and K Wright re Alberta and BC review. Correspondence with S Kour re [REDACTED].
09/08/14	Gage, James	\$279.00	0.3	Reviewing materials and emails; Discussion with H. Meredith regarding [REDACTED].
09/03/14	Kour, Sharon	\$174.00	0.3	Email to Kevin Wright and Peter Birkness enclosing security documents.
09/10/14	Gage, James	\$372.00	0.4	Discussion with H. Meredith regarding [REDACTED] and open issues.
09/09/14	Birkness, Peter	\$2,092.50	3.1	Reviewing draft Ontario, BC and Alberta opinion for Monitor; reviewing Alberta documents for opinion; preparing comments version of draft opinion for Monitor and sending to L. Hage.
09/11/14	Gage, James	\$186.00	0.2	Discussion with H. Meredith regarding [REDACTED] matters.
09/02/14	Meredith, Heather L	\$133.00	0.2	Reviewing various emails and letters.
09/03/14	Meredith, Heather L	\$399.00	0.6	Follow-up re: [REDACTED]; call with B. Harrison; email to counsel re: [REDACTED] reviewing materials filed on leave to appeal motion.
09/04/14	Meredith, Heather L	\$1,396.50	2.1	Preparing for and calls re: [REDACTED]; reviewing and revising notice of motion.
09/05/14	Meredith, Heather L	\$266.00	0.4	Coordinating meeting re: [REDACTED]; reviewing emails.
09/08/14	Meredith, Heather L	\$931.00	1.4	Considering payment issue and appeal rights; emails to counsel and clients; reviewing draft APA and providing comments on same.
09/09/14	Meredith, Heather L	\$731.50	1.1	Emails and call with B. O'Neill re: [REDACTED]; coordinating meeting re: sa [REDACTED]; calls with J. Rosenberg a [REDACTED]
09/10/14	Meredith, Heather L	\$1,529.50	2.3	Preparing for and meeting with counsel re: [REDACTED]; revising draft notice and considering issues [REDACTED] call with client re: [REDACTED].
09/15/14	Meredith, Heather L	\$997.50	1.5	Revising and circulating [REDACTED]; discussions with G. Hall [REDACTED]; reviewing APA.
09/16/14	Meredith, Heather L	\$4,921.00	7.4	Meeting with potential purchaser [REDACTED].
09/17/14	Fulton, Stephen	\$1,134.00	2.8	Initial drafting and preparation of content for the Monitor's tenth report; discussions with Ms. Meredith regarding [REDACTED]; initial review of [REDACTED] material contracts to be assigned - specifically reviewing [REDACTED]; review of CCAA case law regarding [REDACTED].
09/18/14	Fulton, Stephen	\$324.00	0.8	Attended to updates to draft Tenth Report of the Monitor; conduct additional review of judicial treatment of CCAA [REDACTED].

09/19/14	Fulton, Stephen	\$891.00	2.2	Review of set-off, breach and penalty provisions in DC Bank contracts; review and document [REDACTED] case law relating [REDACTED]; update Tenth Report of the Monitor to reflect recent case history.
09/20/14	Fulton, Stephen	\$121.50	0.3	Review of DC Bank Agency Agreement and ATM Agreements for set-off, default and change of control provisions.
09/22/14	Fulton, Stephen	\$891.00	2.2	Attended meeting regarding the content and timing of upcoming motions; review of preliminary [REDACTED]; attended to updating the Monitor's Tenth Report re [REDACTED].
09/17/14	Meredith, Heather L	\$731.50	1.1	Call with J. Rosenberg; preparing TUV motion for filing and service; calls to McMillan Binch; reviewing emails; call with Court and Oslers; instructions to S. Fulton re: preparing monitor's report and supplier issue; reviewing revised APA.
09/18/14	Meredith, Heather L	\$665.00	1	Reviewing various emails; calls with counsel re: TUV motion; finalizing and serving TUV notice of motion; communication with G. Hall and with client.
09/19/14	Meredith, Heather L	\$997.50	1.5	Calls with J. Rosenberg; reviewing, drafting and sending update to service list re: TPL collections; calls re: TPL appeal resolution; discussions re: next steps.
09/22/14	Gage, James	\$372.00	0.4	Discussions with B. Aziz and H. Meredith regarding [REDACTED].
09/23/14	Fulton, Stephen	\$486.00	1.2	Attended to updating Monitor's Tenth Report; review of [REDACTED] jurisprudence in relation to [REDACTED].
09/16/14	Hall, Geoff	\$86.50	0.1	E-mail exchange with H. Meredith re [REDACTED].
09/18/14	Hall, Geoff	\$346.00	0.4	Drafting e-mail to noteholders re settlement overture from B. Harrison.
09/19/14	Hall, Geoff	\$865.00	1	E-mail re [REDACTED] from B. Harrison.
09/22/14	Hall, Geoff	\$173.00	0.2	Various e-mails re settlement.
09/23/14	Hall, Geoff	\$86.50	0.1	Various e-mails re settlement.
09/15/14	Hall, Geoff	\$778.50	0.9	Discussion with H. Meredith re [REDACTED].
09/24/14	Fulton, Stephen	\$2,065.50	5.1	Prepared and updated draft Monitor's Report as new DIP information was received; participated in short meeting re: [REDACTED].
09/25/14	Fulton, Stephen	\$931.50	2.3	Attended to review of critical supplier, set-off and CCAA section 21 jurisprudence; research and review issues of contract variance by court in initial order; review of additional requested changes to Monitor's report and cashflow forecasts.
09/24/14	Gage, James	\$558.00	0.6	Reviewing draft APA and discussion with H. Meredith regarding issues and comments.
09/20/14	Meredith, Heather L	\$332.50	0.5	Reviewing various emails, including comments re: DIP amendment.
09/26/14	Wright, Kevin R. L.	\$340.00	0.5	Reviewing and approving B.C. opinions; note to Laura Hage re comments.
09/25/14	Gage, James	\$465.00	0.5	Reviewing DIP materials and draft court materials; Discussions with H. Meredith.
09/26/14	Fulton, Stephen	\$1,458.00	3.6	Review and research regarding critical supplier legislation; initial review of critical supplier affidavit.
09/28/14	Fulton, Stephen	\$445.50	1.1	Review of critical supplier affidavit and accompanying comments / revisions.
09/29/14	Fulton, Stephen	\$1,984.50	4.9	Review of sale approval precedents; review updated APA and draft corresponding sections for next Monitor's report; review comments and updates to APA; read and review affidavit re: critical supplier motion.
09/22/14	Hage, Laura	\$123.00	0.2	Correspondence re status and delivery of local counsel opinions.
09/26/14	Hage, Laura	\$615.00	1	Reviewed and revised draft opinion. Correspondence with K Wright re BC comments.
09/22/14	Meredith, Heather L	\$2,926.00	4.4	Communications re: Cash Store DIP; reviewing documents; drafting Monitor's report.
09/23/14	Meredith, Heather L	\$2,992.50	4.5	Reviewing offer re: TPL motion and discussing with counsel and emails re: same; reviewing court materials; drafting Monitor's report.
09/24/14	Meredith, Heather L	\$3,192.00	4.8	Drafting and revising tenth report; reviewing court documents; reviewing DIP amendment; call with B. Harrison; calls with FTI.
09/25/14	Meredith, Heather L	\$1,330.00	2	Drafting, revising, finalizing and serving Monitor's report; reviewing communications; calls with counsel.
09/26/14	Meredith, Heather L	\$465.50	0.7	Calls with J. Rosenberg and reviewing and sending emails.
09/29/14	Meredith, Heather L	\$3,724.00	5.6	Preparing for and attending in Court for DIP and stay extension motion; reviewing bids and other items in sale process; instructions to S. Fulton re: preparing materials; drafting Monitor's report; reviewing materials from Oslers.
09/30/14	Meredith, Heather L	\$6,317.50	9.5	Reviewing various materials; drafting and revising Monitor's report; various calls with client and counsel re: sale process and upcoming motions.

09/30/14	Fulton, Stephen	\$1,012.50	2.5	Drafted updates to Monitor's report and confidential supplement to Monitor's report; review revisions to Aziz sale affidavit; discussions H. Meredith regarding same.
09/30/14	Wright, Kevin R. L.	\$136.00	0.2	Telephone call with Laura Hage [REDACTED].
09/30/14	Gage, James	\$465.00	0.5	Reviewing draft critical supplier motion materials and discussion with H. Meredith.
		\$56,868.50		
10/01/14	Fulton, Stephen	\$1,539.00	3.8	Drafted, reviewed and updated Eleventh Report; drafted sections of confidential appendix to Eleventh Report; review of [REDACTED] materials from Rothschild.
10/02/14	Fulton, Stephen	\$2,065.50	5.1	Updated Eleventh Report with new bid information; review and update critical supplier materials; attend to drafting the first draft of the Twelfth Report of the monitor.
10/03/14	Fulton, Stephen	\$607.50	1.5	Updated Monitor's Eleventh Report in consideration of changes to motion materials; review of critical supplier motion materials; brief internal meeting regarding the content of changes to the report.
10/07/14	Fulton, Stephen	\$526.50	1.3	Update and revise critical supplier monitors report to reflect changes in motion materials.
10/01/14	Meredith, Heather L	\$9,177.00	13.8	Engaged all day reviewing and drafting materials re: supplier motion and sale process motion and various calls and communications re: same; addressing and drafting communication re: supplier issue.
10/02/14	Meredith, Heather L	\$6,118.00	9.2	Drafting and revising materials and calls re: same; addressing supplier issue; emails with Oslers, client and other counsel.
10/03/14	Meredith, Heather L	\$997.50	1.5	Drafting letter re: deposit and consider same; call with V. Gauthier; call with B. O'Neill; communication with client; reviewing correspondence; instructions to S. Fulton; review of revised material.
10/09/14	Gage, James	\$1,023.00	1.1	Reviewing draft Monitor report and draft factum, considering alternative argument regarding DC Bank, and providing comments and suggestions to H. Meredith and G. Hall; Further emails regarding set-off issues.
10/08/14	Fulton, Stephen	\$81.00	0.2	Review and implement proposed changes to the confidential supplement to the 11th Monitor's Report.
10/09/14	Fulton, Stephen	\$283.50	0.7	Review, update and distribute monitor's report.
10/01/14	Hage, Laura	\$61.50	0.1	Correspondence with H Meredith re opinions.
10/06/14	Hage, Laura	\$61.50	0.1	Internal correspondence re updated search results.
10/10/14	Gage, James	\$372.00	0.4	Discussion with H. Meredith regarding [REDACTED] [REDACTED] Discussions regarding issues raised by stakeholders.
10/10/14	Fulton, Stephen	\$243.00	0.6	Review recommended changes and comments re: Eleventh Report and Confidential Supplement; make corresponding changes to Report; correspondence with Oslers regarding content of report.
10/13/14	Fulton, Stephen	\$81.00	0.2	Reply to request for distribution of monitor's report and confidential supplement.
10/01/14	Hall, Geoff	\$1,038.00	1.2	Reviewing and considering materials re critical supplier motion.
10/09/14	Hall, Geoff	\$605.50	0.7	Discussions with J. Gage and H. Meredith re [REDACTED]; conference call with H. Meredith and Oslers re this issue.
10/10/14	Hall, Geoff	\$605.50	0.7	Telephone conversation with H. Meredith re strategy re [REDACTED].
10/14/14	Lapedus, Justin	\$347.50	0.5	Correspondence with L. Hage and H. Meredith re: review of security and opinion issues.
10/05/14	Meredith, Heather L	\$0.00	0.1	Reviewing draft report.
10/06/14	Meredith, Heather L	\$931.00	1.4	Reviewing [REDACTED] and call with J. Rosenberg; reviewing and revising draft reports.
10/08/14	Meredith, Heather L	\$1,064.00	1.6	Reviewing materials re: sale process and critical supplier; amending and circulating Monitor's report; call with J. Rosenberg; reviewing emails re: motions and negotiations.
10/09/14	Meredith, Heather L	\$6,384.00	9.6	Various calls and emails; revising and finalizing reports; commenting on draft materials.
10/10/14	Meredith, Heather L	\$4,655.00	7	Drafting, revising and finalizing report; calls with counsel, CRO and client.
10/14/14	Meredith, Heather L	\$532.00	0.8	Reviewing various emails and letters; email to A. Hatnay; emails and call with J. Carhart; emails with J. Dacks; reviewing material for court hearing.
10/01/14	Borgers, Oliver	\$1,552.00	1.6	Confer with H. Meredith; telephone conversation with Oslers; confer with H. Meredith re [REDACTED].
10/18/14	Fulton, Stephen	\$283.50	0.7	Review approval orders / motion records; prepare initial draft of motion materials.

10/17/14	Gage, James	\$651.00	0.7	Discussion with H. Meredith regarding [REDACTED]; Reviewing and providing comments on draft communication to stakeholder; Further discussion with H. Meredith regarding next steps; Emails with Monitor.
10/20/14	Fulton, Stephen	\$891.00	2.2	Prepare draft affidavits; take instruction from H. Meredith.
10/02/14	Hall, Geoff	\$432.50	0.5	Discussion with H. Meredith re strategy.
10/07/14	Hall, Geoff	\$605.50	0.7	Reviewing and considering draft materials re critical supplier motion.
10/21/14	Fulton, Stephen	\$1,417.50	3.5	Prepare information for email correspondence with H. Meredith; preparation of schedules to accompany affidavit.
10/21/14	Gage, James	\$186.00	0.2	Discussion with H. Meredith regarding [REDACTED].
10/22/14	Fulton, Stephen	\$324.00	0.8	Review of schedules for confidential information; organize information.
10/23/14	Gage, James	\$465.00	0.5	Emails with working group throughout the day and discussion with H. Meredith regarding court hearing, distributions and claims process, and stakeholder requests.
10/14/14	Hage, Laura	\$369.00	0.6	Discussion with J Lapedus [REDACTED]. Correspondence with H Meredith re same.
10/15/14	Meredith, Heather L	\$4,522.00	6.8	Preparing for and attending court hearing.
10/16/14	Meredith, Heather L	\$1,596.00	2.4	Reviewing and considering materials served re: RTF matter; reviewing and considering documents and information provided by McCann and implications thereof; considering information to be reported in next report.
10/17/14	Meredith, Heather L	\$2,527.00	3.8	Reviewing and considering [REDACTED]; drafting correspondence re: [REDACTED] reviewing and responding to various emails.
10/20/14	Meredith, Heather L	\$399.00	0.6	Reviewing emails; considering report and instructions to S. Fulton re: preparing elements of report.
10/21/14	Meredith, Heather L	\$2,726.50	4.1	Various calls and emails; reviewing and considering documentation re: McCann and TUV motion; call with FTI re: various issues.
10/22/14	Meredith, Heather L	\$1,130.50	1.7	Reviewing issue re: cheque for costs; call with M. Wasserman and J. Dacks re: various issues; reporting to FTI re: same.
10/23/14	Meredith, Heather L	\$465.50	0.7	Call with FTI on various issues regarding [REDACTED] and follow-up re: same.
10/23/14	Hall, Geoff	\$86.50	0.1	E-mail exchanges re scheduling of appeal.
10/24/14	Hall, Geoff	\$86.50	0.1	E-mail exchanges with H. Meredith and A. Merskey re scheduling of appeal.
10/27/14	Hall, Geoff	\$86.50	0.1	E-mail exchanges among counsel re scheduling of appeal.
10/30/14	Hage, Laura	\$184.50	0.3	Calls with H Meredith and J Lapedus re opinion.
10/31/14	Fulton, Stephen	\$607.50	1.5	Discussion with H. Meredith regarding upcoming Report of Monitor; collection of materials; prepare initial outline of draft report.
10/30/14	Afarian, Hovsep	\$315.00	0.5	Review of emails from H. Meredith and [REDACTED]
10/27/14	Meredith, Heather L	\$1,396.50	2.1	Dealing with cheques from Cassels Brock, including email to Faskens and sending cheques to J. Rosenberg; considering next report and related issues and call to M. Wasserman re: same; attending update call.
10/29/14	Meredith, Heather L	\$1,396.50	2.1	Attending meeting with CRO and representative counsel and reviewing documents to prepare for same; attending subsequent call with regulator.
10/30/14	Meredith, Heather L	\$2,128.00	3.2	Calls with FTI and reviewing documents re: [REDACTED]; drafting outline of Monitor's report; call with H. Afarian re: [REDACTED]
		\$66,231.00		
11/03/14	Lapedus, Justin	\$139.00	0.2	Telephone conversation and correspondence with L. Hage re: opinion issues.
11/03/14	Fulton, Stephen	\$1,053.00	2.6	Draft Monitor Report; prepare summary charts for Monitor Report.
11/04/14	Fulton, Stephen	\$445.50	1.1	Complete charts for Monitor Report and complete first draft of report; email and follow-up questions for H. Meredith.
11/05/14	Lapedus, Justin	\$139.00	0.2	Correspondence with L. Hage re: opinion issues.
11/07/14	Fulton, Stephen	\$445.50	1.1	Review of Competition Bureau request for information; update draft Monitor Report accordingly.
11/07/14	Lapedus, Justin	\$139.00	0.2	Correspondence with L. Hage re: opinions.
11/10/14	Fulton, Stephen	\$688.50	1.7	Review security opinions from local counsel; update draft Monitor Report accordingly with security review summary; brief discussion with H. Meredith.
11/03/14	Hage, Laura	\$307.50	0.5	Reviewed draft opinion. Ordered updated searches. Correspondence with local counsel re updated opinions.
11/05/14	Hage, Laura	\$984.00	1.6	Reviewed and updated draft opinion. Reviewed updated search results for AB, BC and ON. Correspondence with Atlantic provinces counsel re opinion.

11/06/14	Hage, Laura	\$307.50	0.5	Reviewed updated Manitoba opinion. Correspondence with local counsel re same.
11/07/14	Hage, Laura	\$430.50	0.7	Reviewed local counsel opinions. Correspondence with Saskatchewan counsel re revisions to opinion. Finalized and assembled McCarthy opinion.
11/11/14	Fulton, Stephen	\$607.50	1.5	Review and comment on Osler's proposed response to the Competition Bureau's request for specifications; discussion with H. Meredith regarding Monitor Report and update draft report; review and provide comments to Osler's on draft assignment agreement.
11/03/14	Carbonaro, Stephen	\$390.00	1.5	The Cash Store Financial Services Inc. & others: conduct Preliminary NUANS Search; order Corporation Profile Report; search Personal Property Security Act; search Office of The Superintendent of Bankruptcy; order Documents From AB & BC.
11/13/14	Fulton, Stephen	\$1,012.50	2.5	Update draft Monitor Report; received instructions from H. Meredith.
11/03/14	Meredith, Heather L	\$332.50	0.5	Attending update call.
11/06/14	Meredith, Heather L	\$399.00	0.6	Reviewing various emails and letters re: [REDACTED] email to G. Watson re: [REDACTED].
11/10/14	Meredith, Heather L	\$864.50	1.3	Attending Cash Store call; call with P. Riesterer re: landlord issue and upcoming motion issues.
11/12/14	Meredith, Heather L	\$332.50	0.5	Reviewing emails and reviewing draft Monitor Report.
11/13/14	Meredith, Heather L	\$1,130.50	1.7	Drafting and revising draft Monitor Report; call with P. Riesterer; discussion with S. Fulton; emails to client.
11/14/14	Fulton, Stephen	\$1,458.00	3.6	Review FTI [REDACTED] for Monitor Report; update draft report; read and review draft Aziz affidavit; received instructions from H. Meredith.
11/17/14	Fulton, Stephen	\$283.50	0.7	Review and update Monitor Report; brief meeting with H. Meredith.
11/17/14	Gage, James	\$465.00	0.5	Discussion with and giving instructions to H. Meredith regarding [REDACTED] and related matters.
11/14/14	Meredith, Heather L	\$3,391.50	5.1	Drafting and revising Monitor Report and reviewing draft affidavit, APA and Rothschild materials.
11/13/14	Hage, Laura	\$123.00	0.2	Assembled original opinions and distributed originals to H Meredith.
11/18/14	Gage, James	\$279.00	0.3	Emails with H. Meredith regarding court matters and giving instructions to S. Fulton.
11/18/14	Fulton, Stephen	\$2,106.00	5.2	Draft, update and review report to court; review comments from Oslers; review DIP terms; review Osler motion materials and update Monitor Report accordingly.
11/19/14	Fulton, Stephen	\$891.00	2.2	Final updates and revisions to Monitor Report; review of comments from interested parties; update service list.
11/21/14	Fulton, Stephen	\$283.50	0.7	Meeting with H. Meredith re: need for supplemental report; begin drafting Supplemental Monitor Report.
11/24/14	Fulton, Stephen	\$688.50	1.7	Continuing to draft Supplemental Monitor Report; review emails and notes from Nov. 21 hearing.
11/25/14	Gage, James	\$279.00	0.3	Reviewing materials, and discussion with and providing suggestions to H. Meredith.
11/26/14	Hall, Geoff	\$259.50	0.3	Reviewing draft Supplemental Monitor Report and reviewing e-mails re December 1 hearing.
11/25/14	Fulton, Stephen	\$405.00	1	Update draft report; review email status updates.
11/26/14	Fulton, Stephen	\$769.50	1.9	Draft and update sections of Supplemental Monitor Report; discussion with H. Meredith; review email regarding court report; review TPL orders.
11/27/14	Gage, James	\$279.00	0.3	Discussions with H. Meredith regarding Supplemental Monitor Report, and reviewing materials and providing comments.
11/27/14	Fulton, Stephen	\$364.50	0.9	Review email correspondence; updates to Supplemental Monitor Report.
11/17/14	Meredith, Heather L	\$4,389.00	6.6	Revising and updating draft report; weekly call; calls with FTI; call with Oslers re: upcoming motion, DIP and other matters; reviewing materials for appeal; call with B. Harrison.
11/18/14	Meredith, Heather L	\$7,182.00	10.8	Preparing for and attending TPL appeal and reporting re: same; drafting and revising Monitor Report; reviewing DIP amendment and motion materials; calls and emails re: litigation counsel and reviewing retainer letter.
11/19/14	Meredith, Heather L	\$3,591.00	5.4	Revising and finalizing Monitor Report; calls and emails with counsel and FTI re: report.
11/20/14	Meredith, Heather L	\$3,325.00	5	Numerous calls and emails regarding upcoming motion and litigation retainer; preparing for motion.
11/24/14	Meredith, Heather L	\$1,330.00	2	Reviewing endorsement; call with Oslers; call to A. Hatnay; considering issues for Supplemental Monitor Report; attending update call.

11/25/14	Meredith, Heather L	\$3,325.00	5	Various calls and emails (client, Oslers, Goodmans, Koskie Minsky); considering litigation retainer issues; considering DIP repayment issues; revising supplemental Monitor Report.
11/27/14	Meredith, Heather L	\$5,386.50	8.1	Drafting and revising report and various calls negotiating settlement, considering litigation issues and related matters for upcoming motion.
11/28/14	Meredith, Heather L	\$332.50	0.5	Follow-up re: collection issue and DIP.
11/27/14	Hall, Geoff	\$605.50	0.7	Telephone conversation with H. Meredith re Dec. 1 motion.
11/28/14	Hall, Geoff	\$1,038.00	1.2	Preparing for motion.
11/21/14	Meredith, Heather L	\$2,194.50	3.3	Preparing for and attending motion; Discussion with client.
11/26/14	Meredith, Heather L	\$2,859.50	4.3	Attending conference call re: potential new issue. Emails and discussions re: litigation retainer issue; call with FTI; revising draft supplemental report.
		\$58,032.00		
12/03/14	Gage, James	\$465.00	0.5	Telephone conversations with V. Gauthier and J. Rosenberg regarding [REDACTED] Telephone conversations and emails with J. Rosenberg and G. Hall regarding [REDACTED].
12/01/14	Hall, Geoff	\$2,768.00	3.2	Preparing for and appearing at motion before Justice Morawetz; e-mail to Monitor, J. Gage and H. Meredith re [REDACTED] reviewing and considering CRO's proposal re structure of new DIP draw; e-mail exchange with G. Watson [REDACTED].
12/03/14	Hall, Geoff	\$173.00	0.2	Telephone conversation with J. Gage [REDACTED] issues.
12/08/14	Fulton, Stephen	\$202.50	0.5	Preliminary review of draft APA and Term Sheet; reporting to H. Meredith.
12/09/14	Fulton, Stephen	\$81.00	0.2	Review letter from [REDACTED]; review of para 21 of supplementary report referenced therein.
12/09/14	Gage, James	\$186.00	0.2	Emails with Monitor, Osler and G. Hall regarding p [REDACTED].
12/11/14	Fulton, Stephen	\$121.50	0.3	Review of transition services emails and attachments; providing comments to H. Meredith.
12/09/14	Meredith, Heather L	\$266.00	0.4	Emails re: DIP.
12/09/14	Hall, Geoff	\$259.50	0.3	E-mail exchanges with J. Gage, G. Watson, J. Rosenberg and Osler re [REDACTED].
12/15/14	Meredith, Heather L	\$1,396.50	2.1	Attending conference call; emails to FTI.
12/16/14	Meredith, Heather L	\$2,593.50	3.9	Reviewing various outstanding issues and emails re: same; call with client re: same.
12/17/14	Meredith, Heather L	\$665.00	1	Call with potential counsel to unrepresented noteholders; reviewing emails; reporting to client.
12/18/14	Meredith, Heather L	\$2,061.50	3.1	Call with P. Riesterer re: various issues; reviewing and commenting on asset purchase agreements.
12/19/14	Meredith, Heather L	\$1,064.00	1.6	Reviewing revised APA and emails and letters from Oslers; email to P. Riesterer.
		\$12,303.00		
01/09/15	Meredith, Heather L	\$1,190.00	1.7	Reviewing case law and draft letter regarding landlord; reviewing emails regarding sale process; reviewing letter from counsel; considering outstanding issues and email to Oslers regarding same.
01/08/15	Meredith, Heather L	\$910.00	1.3	Reviewing and commenting on Orbit letter; communication with Court regarding motion time and communication with Oslers regarding same; reviewing various emails.
01/06/15	Meredith, Heather L	\$2,590.00	3.7	Reviewing various outstanding Cash Store issues and emails, and updating J. Gage regarding same; call to V. Gauthier regarding DIP interest issue.
01/07/15	Meredith, Heather L	\$560.00	0.8	Communication with client and with Oslers regarding next steps and issues relating to DIP, sale process and landlord letter.
01/05/15	Meredith, Heather L	\$420.00	0.6	Reviewing letter and email to FTI regarding same; reviewing various emails regarding DIP and sale process.
01/12/15	Fulton, Stephen	\$935.00	2.2	Meeting regarding status of Jan. 26 hearing, approach to address class action claims and Ontario interest collection; discussion with H. Meredith regarding [REDACTED].
01/12/15	Meredith, Heather L	\$4,200.00	6	Attending conference calls with Oslers, call with client and call with CRO and Oslers; considering sale and closing issues; c [REDACTED] e; considering audit request and drafting response; call with Norton Rose regarding DIP interest and drafting response; considering next motion and instructions to S. Fulton regarding report.
01/13/15	Meredith, Heather L	\$1,260.00	1.8	Reviewing documents and calls regarding supplementary sales process and ongoing issues to closing; communication with client; communication with S. Fulton; revising and emails regarding DIP interest.

01/14/15	Meredith, Heather L	\$2,730.00	3.9	Reviewing and considering [REDACTED] and related emails, [REDACTED]; reviewing correspondence and emails in relation thereto; emails regarding TPL funds; instructions to and discussion with S. Fulton regarding Monitor report.
01/15/15	Meredith, Heather L	\$3,500.00	5	Calls and emails with J. Rosenberg; reviewing and commenting on retainer letter; reviewing agreements; discussion with P. Riesterer regarding various issues and regarding APA.
01/16/15	Meredith, Heather L	\$700.00	1	Reviewing and commenting on closing agenda; reviewing APA.
01/17/15	Fulton, Stephen	\$255.00	0.6	Review finalized [REDACTED]; update relevant sections of draft report to court.
01/16/15	Fulton, Stephen	\$1,317.50	3.1	Update and revise Monitor's report; review correspondence from TCS counsel; review updated APA; brief meeting with H. Meredith.
01/19/15	Fulton, Stephen	\$1,190.00	2.8	Review updated APA documentation; draft Monitor's report to the court; review approval and vesting order and related motion materials.
01/13/15	Fulton, Stephen	\$977.50	2.3	TCS APA review meeting; review draft closing agenda and conditions to closing regarding [REDACTED] transaction;
01/14/15	Fulton, Stephen	\$1,700.00	4	Draft preliminary version of Monitor's report; review TPL repayment agreements and DIP draw request history; review draft closing agenda and conditions to closing regarding [REDACTED] transaction; meeting with H. Meredith.
01/19/15	Meredith, Heather L	\$2,310.00	3.3	Reviewing and commenting on letter to CRO; reviewing and commenting on Asset Purchase Agreement; reviewing draft Court materials; discussion with S. Fulton; communication with J. Rosenberg; follow-up with counsel for Ad Hoc Committee and DIP Lenders.
01/20/15	Meredith, Heather L	\$6,020.00	8.6	Numerous calls and emails regarding upcoming motion; commenting on and revising motion materials; drafting Monitor's report; revising document regarding Ontario collections and discussing same with client.
01/06/15	Hall, Geoff	\$91.00	0.1	E-mail exchanges with H. Meredith regarding [REDACTED].
01/20/15	Hall, Geoff	\$91.00	0.1	Various emails regarding sale approval motion.
01/21/15	Meredith, Heather L	\$4,900.00	7	Drafting and revising report and confidential appendix; reviewing various emails and letters; discussions with client and with S. Fulton; reviewing emails regarding draw request.
01/22/15	Meredith, Heather L	\$5,250.00	7.5	Drafting and revising Monitor's report and confidential appendix and calls and emails with various parties in relation thereto; reviewing revised APA; Meeting with G. Hall and J. Gage.
01/22/15	Gage, James	\$877.50	0.9	Meeting with H. Meredith; reviewing draft report and providing comments; emails with stakeholder counsel.
01/23/15	Hall, Geoff	\$1,183.00	1.3	Preparing for sale approval motion; conference call with Oslers regarding approach for motion.
01/15/15	Fulton, Stephen	\$552.50	1.3	Review and comment on draft closing agenda; review related updates and correspondence.
01/20/15	Fulton, Stephen	\$2,890.00	6.8	Review [REDACTED]; draft [REDACTED] to Monitor's report; update and revise report to the Court; review and comment on draft order and Cash Store materials; participate in meetings with H. Meredith regarding [REDACTED] and scope of Monitor's report.
01/26/15	Fulton, Stephen	\$1,700.00	4	Meeting with J. Rosenberg [REDACTED]; review correspondence from class action counsel relating to scope of report; discussions with G. Hall; update service list.
01/27/15	Fulton, Stephen	\$1,360.00	3.2	Draft Monitor's supplemental report; update service list.
01/29/15	Fulton, Stephen	\$467.50	1.1	Meeting with G. Hall regarding report; update supplemental report to the court and correspondence with J. Rosenberg.
01/30/15	Fulton, Stephen	\$1,062.50	2.5	Review closing documents and transition services agreement; draft supplemental report to the court.
01/13/15	Afarian, Hovsep	\$280.00	0.4	Consultation with H. Meredith regarding analysis [REDACTED].
01/21/15	Fulton, Stephen	\$807.50	1.9	Review final APA; update Monitor's report accordingly; update confidential appendix; review Osler communication with A. Hatney; receive comments on Monitor's report.

01/22/15	Fulton, Stephen	\$2,125.00	5	Attended to updating monitor's report and confidential appendix; follow-up regarding final versions of documents; prepare, compile and serve Monitor's report; meeting with H. Meredith; prepare ██████████ report for filing.
01/23/15	Fulton, Stephen	\$1,275.00	3	Receive and review amended APA; follow-up on service issues; conference call regarding Jan. 26 motion; further distribution of materials; review TCS court materials.
01/28/15	Fulton, Stephen	\$382.50	0.9	Review comments and make adjustments to report to court.
01/22/15	Hall, Geoff	\$1,365.00	1.5	Meeting with H. Meredith and J. Gage regarding ██████████ and to prepare for motion.
01/26/15	Hall, Geoff	\$4,004.00	4.4	Preparing for and appearing at motion for approval of sale to easyhome; meeting with J. Rosenberg and S. Fulton regarding ██████████; email to J. Gage regarding ██████████; telephone conversation with A. Hatnay re valuation issue; email to J. Rosenberg regarding ██████████; reviewing materials from A. Hatnay.
01/27/15	Hall, Geoff	\$910.00	1	Email exchange with S. Fulton regarding ██████████ telephone conversation with M. Paterson regarding draft report; email exchanges with J. Rosenberg regarding d ██████████
01/28/15	Hall, Geoff	\$273.00	0.3	Various e-mails regarding recent developments.
01/29/15	Hall, Geoff	\$546.00	0.6	Reviewing draft Monitor's report; discussion with S. Fulton regarding draft Monitor's report.
01/30/15	Hall, Geoff	\$182.00	0.2	E-mail exchange with S. Fulton regarding draft Monitor's report.
01/26/15	Gage, James	\$195.00	0.2	Emails with working group; Giving instructions to S. Fulton regarding outstanding matters.
		\$65,535.00		
02/02/15	Gage, James	\$195.00	0.2	Discussion with G. Hall regarding ██████████
02/04/15	Gage, James	\$4,290.00	4.4	Dealing with ██████████ closing matters throughout the day, including: reviewing purchase agreement, vesting order and lease assignment consents; reviewing and providing comments on various closing documents and revised versions of them; telephone conversations and emails with Monitor and company counsel; giving instructions to S. Fulton.
02/02/15	Fulton, Stephen	\$1,062.50	2.5	Cash Store update conference call, circulate draft report; review and provide comments re: transition services agreement.
02/05/15	Gage, James	\$3,607.50	3.7	Dealing with ██████████ closing matters throughout the day, including: reviewing and providing comments on closing documents for ██████████ transaction; giving instructions to S. Fulton; and emails and telephone conversations with CRO counsel, Monitor and counsel for purchaser.
02/06/15	Gage, James	\$292.50	0.3	Emails with Monitor and others regarding ██████████; Giving instructions to S. Fulton.
02/07/15	Gage, James	\$97.50	0.1	Reviewing draft protocol and providing comments.
02/02/15	Hall, Geoff	\$910.00	1	Considering issue raised by J. Rosenberg ██████████; telephone conversation with J. Gage re this issue; e-mail to J. Rosenberg re this issue.
02/03/15	Hall, Geoff	\$273.00	0.3	E-mail to Oslers re use of proceeds of ██████████.
02/09/15	Gage, James	\$5,655.00	5.8	Reviewing history of correspondence with class action claimant, considering company proposal, emails with G. Hall and Monitor and providing suggestions for addressing; emails regarding stay extension, telephone conversation with J. Rosenberg and giving instructions to S. Fulton regarding draft report; reviewing and revising draft report; reviewing draft affidavit; reviewing APA, vesting order and draft closing documents for e ██████████ providing comments on drafts, telephone conversations and emails with CRO counsel, Monitor and purchaser counsel, and dealing with ██████████ throughout the day; dealing with other CCAA issues throughout the day.
02/10/15	Gage, James	\$1,170.00	1.2	Considering remaining outstanding CCAA matters; Providing comments on revised draft Monitor report; Reviewing initial draft cashflow, emails and telephone conversations with J. Rosenberg ██████████ and giving instructions to S. Fulton regarding Monitor report.
02/04/15	Hall, Geoff	\$182.00	0.2	Various e-mails re recent developments.
02/06/15	Hall, Geoff	\$0.00	0.2	Various e-mails re recent developments.

02/09/15	Hall, Geoff	\$2,093.00	2.3	Reviewing and considering [REDACTED]; e-mail to G. Watson and J. Rosenberg re [REDACTED]; reviewing and considering proposal re stay extension; e-mail exchange with J. Rosenberg and e-mail to M. Patterson [REDACTED]; reviewing and considering proposal from Oslers re A. Hatnay's constructive trust claim; e-mail exchange with J. Gage [REDACTED] reviewing and commenting on draft report for stay extension motion; conference call with Monitor and Oslers re [REDACTED]; reviewing draft affidavit for stay extension motion.
02/10/15	Hall, Geoff	\$637.00	0.7	Various e-mails re completion of Monitor's report; preparing for stay extension motion hearing.
02/11/15	Hall, Geoff	\$1,547.00	1.7	Preparing for and appearing at stay extension motion before Justice Morawetz.
02/06/15	Fulton, Stephen	\$297.50	0.7	Update and file [REDACTED] certificate.
02/08/15	Fulton, Stephen	\$552.50	1.3	Review TCS comments regarding payment of funds and rep counsel issue; review closing agenda and prepare Monitor's closing checklist for easy financial transaction.
02/09/15	Fulton, Stephen	\$3,442.50	8.1	Review, provide comments and approve closing documents for [REDACTED]; update checklist and closing agenda; confirm receipts and all other documentation is appropriately finalized; consider cure costs issue; review Osler draft materials for motion; update and provide comments on [REDACTED]; draft and update Certificate & Agreement and Monitor's Certificate.
02/12/15	Fulton, Stephen	\$297.50	0.7	Review of landlord correspondence; [REDACTED]
02/13/15	Fulton, Stephen	\$127.50	0.3	Update representative counsel Monitor's report.
02/11/15	Gage, James	\$1,072.50	1.1	Emails regarding court hearing for stay extension and related relief; emails regarding [REDACTED]; giving instructions to S. Fulton; considering DIP term sheet; reviewing new cashflow, and emails with J. Rosenberg; emails with Norton Rose.
02/12/15	Gage, James	\$780.00	0.8	Telephone conversation with J. Rosenberg; Emails with Norton Rose regarding DIP repayment and interest issue; Reviewing draft payout letter and DIP loan agreement; Emails with Monitor throughout the day.
02/17/15	Gage, James	\$2,047.50	2.1	Reviewing draft settlement term sheet [REDACTED]; Telephone conversations and emails with Osler and Monitor regarding [REDACTED]; Briefly reviewing cases relating to settlement with DC Payments; Reviewing materials and emails regarding ASC issue; Briefly reviewing court materials.
02/18/15	Gage, James	\$195.00	0.2	Discussions with B. Aziz and G. Watson regarding [REDACTED] Emails with Osler; Email with G. Hall regarding court hearing.
02/20/15	Gage, James	\$975.00	1	Reviewing memo from [REDACTED]; [REDACTED]; Emails with Monitor.
02/04/15	Fulton, Stephen	\$1,785.00	4.2	Prepare documentation for [REDACTED]; provide comments on Applicant's closing materials; brief discussion with FTI regarding process going forward; review of TSA; review lease consents for cure cost provisions; draft certificate and agreement.
02/05/15	Fulton, Stephen	\$1,785.00	4.2	Participate in [REDACTED] closing activities and release Monitor's Certificate; draft updates to Certificate and Agreement; provide comments on closing documents; brief meeting with J. Gage.
02/10/15	Fulton, Stephen	\$2,975.00	7	Draft, update and obtain comments on Monitor's Report; obtain closing consolidated documents for closings; review and update cashflow numbers for Monitor's Report; obtain original signature pages for certificates; file and serve Monitor's report; respond to questions and comments by email.
02/11/15	Fulton, Stephen	\$1,742.50	4.1	Review [REDACTED] and reply to email regarding determination of [REDACTED]; [REDACTED]; provide comments on mandatory DIP repayment provisions; organize final closing documents.
02/24/15	Fulton, Stephen	\$1,402.50	3.3	Draft Monitor's Fifteenth Report; obtain comments from FTI regarding [REDACTED]; collect documentation on DIP default and interest issue.
02/20/15	Afarian, Hovsep	\$1,190.00	1.7	Review and analysis of lenders' memo re non-applicability of s. 347 of the Criminal Code.
02/23/15	Gage, James	\$292.50	0.3	Discussions and emails, and reviewing materials, regarding DIP interest and criminal rate issue, and giving instructions to S. Fulton.
02/25/15	Gage, James	\$975.00	1	Telephone conversation with J. Rosenberg; Briefly reviewing motion materials and providing comments on draft Monitor report; Emails regarding DIP loan covenants and court order regarding minimum cash balance; Giving instructions to S. Fulton; Emails regarding ASC protocol order.

02/13/15	Hall, Geoff	\$273.00	0.3	Various e-mails re recent developments.
02/18/15	Hall, Geoff	\$0.00	0.2	Rescheduling meeting with A. Hatnay.
02/25/15	Hall, Geoff	\$910.00	1	Reviewing and commenting to S. Fulton on draft report; reviewing and considering e-mails re A [REDACTED] issue raised by counsel [REDACTED] s.
02/26/15	Hall, Geoff	\$1,092.00	1.2	Telephone conversation with J. Gage re draft report; meeting with A. Hatnay and team re claims of class action plaintiffs; various discussions and e-mail exchanges with S. Fulton re finalization of report.
02/27/15	Hall, Geoff	\$273.00	0.3	Arranging for filing of Monitor's report and deal with court hearing.
02/23/15	Afarian, Hovsep	\$2,240.00	3.2	Review and analysis of various iterations of the DIP Facility Term Sheet, review of relevant Monitor Reports and endorsements by the court; review of email re background facts from J. Gage; email to J. Gage re initial analysis.
02/24/15	Afarian, Hovsep	\$1,120.00	1.6	Analysis of pertinent provisions of the [REDACTED]
02/25/15	Afarian, Hovsep	\$1,330.00	1.9	Review of case law [REDACTED]
02/27/15	Afarian, Hovsep	\$1,190.00	1.7	Additional analysis [REDACTED] email exchanges with S. Fulton.
01/23/15	Meredith, Heather L	\$1,400.00	2	Call with Oslers; call with client; revising draft order and circulating language; addressing issues re: service; reviewing confidential appendix.
02/17/15	Fulton, Stephen	\$807.50	1.9	Review and discuss landlord issue with Applicant's counsel; update service list regarding ASC document review; review third party release settlement and nexus tests in relation to DCIP issue; reply to emails.
02/23/15	Fulton, Stephen	\$1,232.50	2.9	Organize and forward materials to H. Afarian reviewing [REDACTED]; outline fifteenth monitor's report; obtain draft motion materials from Applicant's counsel.
02/25/15	Fulton, Stephen	\$1,742.50	4.1	Obtain comments and draft additional sections of Monitor's Report to the court (TPL protections and repayment of success amounts); obtain additional documentation from Applicant's counsel regarding DIP interest issue; review [REDACTED]
02/26/15	Fulton, Stephen	\$2,932.50	6.9	Obtain comments from Osler regarding draft Fifteenth Report; assist H.Afarian with [REDACTED] issue; meeting with Representative Counsel; meeting with J. Rosenberg regarding R [REDACTED] Report; discussions regarding report contents with J.Gage & G.Hall; obtain and review cash flow analysis; revise Monitor's Report; serve Monitor's Report on service list and file with court.
02/27/15	Fulton, Stephen	\$127.50	0.3	Email correspondence regarding Monitor Report and CCAA matters.
02/26/15	Gage, James	\$877.50	0.9	Providing comments on revised Monitor report; Emails and discussions regarding Monitor report matters, and finalizing report; Emails and telephone conversations regarding correspondence to CRO counsel.
		\$61,495.00		
03/04/15	Gage, James	\$1,267.50	1.3	Meeting with CRO, CRO counsel, Monitor and counsel to AHC; emails with Monitor; emails with working group, and reviewing and providing comments on draft settlement letter.
03/01/15	Hall, Geoff	\$364.00	0.4	Preparing for motions.
03/05/15	Hall, Geoff	\$273.00	0.3	E-mail exchange with [REDACTED] call to discuss proceedings; dealing with matters post-motions.
02/28/15	Hall, Geoff	\$182.00	0.2	Reviewing correspondence from A. Hatnay re information requests; e-mail to team re correspondence.
03/02/15	Hall, Geoff	\$2,184.00	2.4	Preparing for and appearing at motion before Justice Morawetz; follow up re security issues.
03/04/15	Hall, Geoff	\$182.00	0.2	Dealing with security issues [REDACTED]
03/09/15	Hall, Geoff	\$364.00	0.4	E-mail draft to J. Rosenberg re response to A. Hatnay.
03/05/15	Gage, James	\$2,047.50	2.1	Conference call with G. Watson, J. Rosenberg and S. Fulton [REDACTED]; Reviewing revised settlement proposal, [REDACTED]; Telephone conversation with J. Rosenberg [REDACTED]; Emails with CRO counsel, Monitor and others throughout the day; Telephone conversation with P. Riesterer regarding Ontario lines of credit.
03/06/15	Gage, James	\$1,072.50	1.1	Emails with G. Watson; Emails with CRO counsel regarding interest on lines of credit, [REDACTED] adjustment and related matters; Giving instructions to S. Fulton regarding various matters; Emails with stakeholder counsel; Emails with P. Riesterer regarding Ontario lines of credit.

				Providing comments on draft Monitor report regarding TPL funds, and giving instructions to S. Fulton; Emails with P. Riesterer regarding DCPI; Emails with B. O'Neill regarding DIP interest; Emails with G. Hall and Monitor regarding [REDACTED]; Reviewing draft closing statement for [REDACTED]; Emails with Monitor regarding Ontario line of credit interest;
03/07/15	Gage, James	\$2,047.50	2.1	Email with P. Riesterer.
03/09/15	Gage, James	\$195.00	0.2	Emails regarding TPL funds; Giving instructions to S. Fulton.
03/16/15	Gage, James	\$292.50	0.3	Emails regarding outstanding settlement offers, [REDACTED] and other outstanding matters; Giving instructions to S. Fulton.
03/17/15	Gage, James	\$390.00	0.4	Discussion with S. Fulton regarding outstanding matters and next steps.
03/16/15	Fulton, Stephen	\$595.00	1.4	Discussion with counsel to Trimor regarding 4(c)(i) amount calculation and payment; update draft Monitor's report; review CSF correspondence regarding post-closing documentation.
03/17/15	Fulton, Stephen	\$212.50	0.5	Correspondence with counsel to Trimor regarding 4(c)(i) amounts; internal meeting with J. Gage.
03/18/15	Fulton, Stephen	\$42.50	0.1	Correspondence with counsel to Trimor.
03/02/15	Fulton, Stephen	\$637.50	1.5	Assist in preparations for motion; follow-up on outstanding DIP interest questions.
03/04/15	Fulton, Stephen	\$297.50	0.7	Review and update transactional documentation for [REDACTED]; follow-up on additional outstanding executed documents with counsel to Cash Store CRO.
03/23/15	Gage, James	\$292.50	0.3	Reading memo [REDACTED] and considering next steps.
03/10/15	Hall, Geoff	\$455.00	0.5	Conference call with J. Rosenberg re [REDACTED].
03/20/15	Hall, Geoff	\$91.00	0.1	Reviewing correspondence from A. Hatnay re response to letter; e-mail to J. Rosenberg re [REDACTED].
03/26/15	Fulton, Stephen	\$467.50	1.1	Brief meetings with J. Rosenberg and J. Gage; updated draft Monitor's report; preliminary review of TPL brokered loan ownership question.
03/27/15	Fulton, Stephen	\$552.50	1.3	Provide response to J. Rosenberg [REDACTED]; discussions with Cash Store CRO counsel about time line of upcoming activities.
03/09/15	Fulton, Stephen	\$552.50	1.3	Draft correspondence to Goodmans and McMillan to obtain approval of the Monitor's calculation and payment of the 4(c)(i) amounts; review of possible confidential disclosure of information to Representative Counsel.
03/05/15	Fulton, Stephen	\$2,040.00	4.8	Meeting with J. Rosenberg and J. Gage; collection of information for DIP interest issue; review of "effective date" of responsibility as per the vesting order and Monitor's certificate; provide comments regarding TPL Order regarding the repayment and ownership of the 4(c)(i) funds; draft and address comments regarding the draft Sixteenth Report of the Monitor.
03/06/15	Fulton, Stephen	\$467.50	1.1	Review objection to [REDACTED]; participate in discussions and planning regarding [REDACTED].
03/07/15	Fulton, Stephen	\$680.00	1.6	Update draft Sixteenth Report of the Monitor; review and comment on DCPI settlement discussions and materials.
03/10/15	Fulton, Stephen	\$807.50	1.9	Call with G. Hall and J. Rosenberg; obtained and redistribute documentation from TGF regarding status of claims; reply emails regarding calculation of 4(c)(i) amounts.
03/12/15	Fulton, Stephen	\$552.50	1.3	Review notice and related emails; provide updated materials and prepare questions regarding DIP interest issue.
03/13/15	Fulton, Stephen	\$382.50	0.9	Continuing to deal with DIP interest issue; provide additional commentary regarding 4(c)(i) funds; prepare information for J. Rosenberg regarding [REDACTED].
03/30/15	Fulton, Stephen	\$1,572.50	3.7	Correspondence with CRO counsel regarding GST/HST joint election issue; meeting B. Pel to provide [REDACTED]; provide update to J. Rosenberg [REDACTED]; preliminary review of [REDACTED]; preliminary review of [REDACTED].
03/31/15	Fulton, Stephen	\$722.50	1.7	Review of [REDACTED] and related email correspondence; meeting with J. Gage and J. Rosenberg regarding draft Monitor's report and [REDACTED]; preliminary consideration of changes to be incorporated into the draft Monitor's report to accommodate Burton APA reporting.
03/26/15	Hall, Geoff	\$273.00	0.3	Telephone conversation with J. Rosenberg [REDACTED].

03/27/15	Hall, Geoff	\$91.00	0.1	Voice mail to A. Hatnay re response to his correspondence; e-mail from S. Fulton re recent developments.
03/30/15	Hall, Geoff	\$182.00	0.2	Reviewing memorandum from H. Afarian re [REDACTED] and providing comments.
03/13/15	Afarian, Hovsep	\$3,710.00	5.3	Analysis of whether [REDACTED]
03/17/15	Afarian, Hovsep	\$420.00	0.6	Follow-up emails with Oslers re payments under the initial DIP term sheet.
03/21/15	Afarian, Hovsep	\$3,710.00	5.3	Preparation of memo analyzing whether [REDACTED]
03/31/15	Hall, Geoff	\$364.00	0.4	Reviewing CSF motion re disclaimer of contract and consider next steps.
03/30/15	Gage, James	\$195.00	0.2	Briefly reviewing correspondence regarding [REDACTED] and remaining open issues; Giving instructions to S. Fulton.
03/31/15	Gage, James	\$487.50	0.5	Telephone conversation with J. Rosenberg regarding [REDACTED]; Briefly reviewing motion by counterparty objecting to disclaimer; Giving instructions to S. Fulton and G. Hall regarding [REDACTED]
03/30/15	Pel, Brian	\$233.00	0.2	Consider application [REDACTED]; participate in conference call.
		\$31,948.00		
04/01/15	Gage, James	\$487.50	0.5	Conference call with Monitor; Giving instructions to S. Fulton.
04/02/15	Gage, James	\$780.00	0.8	Briefly reviewing draft APA for residual asset sale, and providing comments; Giving instructions to S. Fulton; Discussion with G. Hall regarding [REDACTED]; Emails with Norton Rose; Discussion with H. Afarian re [REDACTED]
04/07/15	Glover, Dan	\$726.00	1.1	Call with J. Gage and G. Hall [REDACTED] follow-up correspondence re [REDACTED] issues; reviewed analogous court order permitting [REDACTED]
04/06/15	Gage, James	\$1,462.50	1.5	Discussion with G. Hall; Briefly reviewing agreements for residual asset sale, reviewing and providing comments on draft Monitor report, providing comments on draft vesting order and giving instructions to S. Fulton; emails with Monitor; discussion with S. Kour regarding April 9 court hearing.
04/07/15	Gage, James	\$1,657.50	1.7	Reviewing comments on draft Monitor report and revised report; Giving instructions to S. Kour; Discussion with G. Hall [REDACTED] and privacy issues; Further discussion with G. Hall and D. Glover; Conference call with J. Rosenberg and G. Hall regarding [REDACTED]; Emails with CRO counsel, Monitor and internally regarding [REDACTED]
04/08/15	Gage, James	\$292.50	0.3	Briefly reviewing draft confidential appendix for Monitor's report; Giving instructions to S. Kour; Emails with Monitor, CRO counsel and others regarding [REDACTED]
04/02/15	Kour, Sharon	\$945.00	1.5	Review of emails regarding [REDACTED] objection; discussion with S. Fulton and emails to G. Hall regarding hearing; review of materials from S. Fulton.
04/09/15	Kour, Sharon	\$126.00	0.2	Emails to and from Osler and court office.
04/09/15	Gage, James	\$975.00	1	Telephone conversation with B. O'Neill; Reviewing prior orders and reports; Telephone conversation with E. Cobb regarding criminal interest issue; Emails regarding post-closing of [REDACTED] transaction; Reviewing and providing comments on draft revised vesting order for [REDACTED]
04/10/15	Gage, James	\$195.00	0.2	Emails with Monitor; Giving instructions to S. Kour regarding court hearing matters; Discussion with S. Kour regarding outcome of court hearing.
04/01/15	Fulton, Stephen	\$1,147.50	2.7	Review supplier repudiation letter and CSF cooperation agreement; canvas availability for court booking; prepare APA commentary to merge with "4(c)(i) funds" discussion in upcoming report.
04/02/15	Fulton, Stephen	\$2,805.00	6.6	Review affidavit material from Osler; coordinating with parties and arranging court time; review sale approval affidavit; draft Sixteenth Monitor's Report and issue for comments; consider [REDACTED]; brief meeting with J. Rosenberg.
04/06/15	Fulton, Stephen	\$1,827.50	4.3	Draft updated Monitor's Report regarding [REDACTED]; request and review comments on report; provide comments on approval and vesting order.
04/01/15	Hall, Geoff	\$910.00	1	Reviewing and commenting to G. Watson and J. Rosenberg re [REDACTED]; conference call with FTI and McCarthys teams re [REDACTED]; e-mail exchange with S. Fulton re court scheduling.
04/02/15	Hall, Geoff	\$819.00	0.9	Telephone conversation with J. Gage re [REDACTED]; reviewing draft affidavit re [REDACTED]

04/07/15	Hall, Geoff	\$910.00	1	Telephone conversations with J. Gage, D. Glover and J. Rosenberg [REDACTED]
04/13/15	Hall, Geoff	\$0.00	0.1	Reviewing endossement from April 10, 2015 hearing.
04/08/15	Hall, Geoff	\$0.00	0.4	Telephone conversation with S. Kour re preparation for hearing; forwarding materials to S. Kour so that she is prepared for hearing.
04/14/15	Gage, James	\$195.00	0.2	Giving instructions to S. Fulton; Emails with counsel regarding closing matters for residual loan portfolio sale; Emails regarding proposed settlement with class action claimants and insurers.
04/17/15	Gage, James	\$292.50	0.3	Discussion with G. Hall regarding [REDACTED], and Monitor position; Emails regarding [REDACTED]; Receiving and providing comments on draft responding letter to A. Hatnay; Emails with Monitor.
04/16/15	Hall, Geoff	\$0.00	0.2	Reviewing draft settlement agreement.
04/19/15	Hall, Geoff	\$273.00	0.3	Revising letter to A. Hatnay [REDACTED]; e-mail to Oslers re draft letter.
04/20/15	Hall, Geoff	\$2,548.00	2.8	Finalizing letter to A. Hatnay; preparing for and appearing at case conference before Justice Morawetz; e-mail to FTI re [REDACTED] and next steps; e-mail to service list re directions of Justice Morawetz.
04/20/15	Gage, James	\$487.50	0.5	Emails regarding court hearing and constructive trust claim; Telephone conversation with E. Cobb; Email with Monitor [REDACTED]; Emails with Monitor regarding [REDACTED].
04/06/15	Kour, Sharon	\$378.00	0.6	Receiving instructions from J. Gage regarding [REDACTED]; review and consider motion record to [REDACTED]; consider email from S. Fulton regarding Monitor's report.
04/07/15	Kour, Sharon	\$2,646.00	4.2	Discussion with J. Gage regarding Monitor's report; revisions to Monitor's report and further discussion with J. Gage regarding same.
04/08/15	Kour, Sharon	\$3,465.00	5.5	Email to P. Riesterer confirming hearing date, time and location; discussion with G. Hall regarding [REDACTED] and update on discussions with A. Hatnay; further emails to and from Osler regarding motion and related matters; review correspondence to and from [REDACTED]; compiling materials to be filed; revision of confidential appendix and preparation for filing.
04/10/15	Kour, Sharon	\$2,457.00	3.9	Preparation for and attendance at approval motion; compiling Monitor's report as requested by registrar; instructions to process servers regarding same.
04/28/15	Gage, James	\$4,095.00	4.2	Discussion with G. Hall regarding [REDACTED]; Meeting with CRO, Monitor, CRO counsel, counsel for AHC, J. Smith (DCPI) and counsel for class action plaintiffs; Reading memo regarding [REDACTED], and discuss with Monitor; Telephone conversation with DIP lender counsel regarding [REDACTED].
04/03/15	Fulton, Stephen	\$170.00	0.4	Organize attendance at Court for parties; internal discussion regarding motion material preparation with S. Kour.
04/07/15	Fulton, Stephen	\$297.50	0.7	Confirm motion scheduling with Court office; correspondence with Osler regarding motion scheduling and status of objection.
04/14/15	Fulton, Stephen	\$680.00	1.6	Review and approve closing documents for residual asset sale transaction closing; prepare and issue Monitor's Certificate.
04/15/15	Fulton, Stephen	\$127.50	0.3	Monitor's Certificate filed with court office and distributed to Osler and Burton counsel.
04/21/15	Fulton, Stephen	\$0.00	2.4	Review and analyze Joint DIP documentation, reports and other materials relating to the Joint DIP Exit Amount.
04/23/15	Fulton, Stephen	\$1,530.00	1.2	Review and analyze DIP documentation, reports and other materials relating to the Exit Amount.
04/06/15	Hall, Geoff	\$455.00	0.5	Reviewing and commenting to S. Fulton on draft sixteenth report of the Monitor.
04/17/15	Hall, Geoff	\$1,638.00	1.6	Reviewing draft settlement agreement; drafting letter to A. Hatnay; preparing for case conference.
04/28/15	Hall, Geoff	\$182.00	0.2	Telephone conversation with J. Gage re [REDACTED].
04/30/15	Fulton, Stephen	\$1,105.00	2.6	Review reports and commentary regarding security review of first lien and noteholder security; review consumer class action motion record; report findings.
04/02/15	Afarian, Hovsep	\$70.00	0.1	Discussion with J. Gage re [REDACTED].
04/30/15	Gage, James	\$97.50	0.1	Giving instructions to S. Fulton; Call from creditor counsel.
04/27/15	Fulton, Stephen	\$0.00	1.6	Review materials relating to Exit Amount and prepare memorandum [REDACTED].

04/28/15	Fulton, Stephen	\$1,147.50	1.1	Complete the review of materials relating to ██████████ and prepare memorandum. Distribute memorandum.
		\$40,403.00		
05/01/15	Gage, James	\$390.00	0.4	Telephone conversations with E. Cobb; reporting to Monitor; emails with counsel in consumer class action.
05/06/15	Fulton, Stephen	\$255.00	0.6	Organize court dates and obtain availability of parties; correspondence with representative counsel regarding case management timing.
05/07/15	Gage, James	\$2,047.50	2.1	Emails with counsel regarding settlement discussions, consumer class action and other matters; Begin reviewing motion materials for class action trust claim, and related information; Telephone conversation with J. Rosenberg ██████████.
05/06/15	Hall, Geoff	\$0.00	0.1	Telephone conversation with S. Fulton re scheduling of court hearings
05/10/15	Gage, James	\$292.50	0.3	Emails with J. Rosenberg; providing comments on revised memo from Monitor.
05/08/15	Gage, James	\$3,022.50	3.1	Continuing to review motion of Rep Counsel for consumer class action, asserting constructive trust; Reviewing draft facta of Rep Counsel and AHC, respectively, and initial review of case law and related materials; Reviewing and revising draft memo of Monitor in r ██████████. Emails with counsel to AHC regarding information requests; Emails with Monitor.
05/12/15	Fulton, Stephen	\$1,062.50	2.5	Conference call with J. Gage, J. Rosenberg and G. Watson; begin drafting 17th Report to the Court; preliminary review of exit fee calculations.
05/11/15	Gage, James	\$877.50	0.9	Discussion with G. Hall regarding ██████████. Emails with Monitor regarding settlement discussions; Emails with counsel; Giving instructions to S. Fulton regarding Monitor report.
05/12/15	Gage, James	\$1,560.00	1.6	Reviewing outstanding matters and send note to Monitor; Call with G. Watson and J. Rosenberg regarding ██████████; Call with J. Rosenberg; Discussion with G. Hall r ██████████; Conference call with B. O'Neill and G. Hall.
05/13/15	Gage, James	\$292.50	0.3	Report to Monitor; Emails with counsel; Giving instructions to S. Fulton regarding Monitor report.
05/14/15	Fulton, Stephen	\$382.50	0.9	Update Monitor's report regarding the proposed stay extension order and review Osler's response to the regulators.
05/15/15	Gage, James	\$195.00	0.2	Discussion with S. Fulton and giving instructions regarding ██████████; Emails with working group.
05/11/15	Hall, Geoff	\$1,092.00	1.2	Discussion with J. Gage re s ██████████; reviewing materials.
05/12/15	Hall, Geoff	\$546.00	0.6	Telephone conversation with J. Gage r ██████████; conference call with B. O'Neill and J. Gage re ██████████.
		\$12,015.50		
05/17/15	Fulton, Stephen	\$680.00	1.6	Review Cash Store's comments and changes to motion materials; made corresponding changes to draft Monitor report; review budget to actual and cashflow forecast for report.
05/19/15	Fulton, Stephen	\$1,062.50	2.5	Update, review, finalize and serve Monitor's Seventeenth Report to the Court; provide comments on Cash Store's materials; correspondence with CRO counsel and J. Rosenberg.
05/19/15	Gage, James	\$1,657.50	1.7	Reviewing draft correspondence with ██████████, and discuss comments with S. Fulton; Emails with counsel throughout the day and discussion with G. Hall regarding proposed mediation and litigation time table for consumer class action claim; Providing comments on draft Monitor report, and reviewing ██████████; Considering settlement issues from Monitor perspective, and giving instructions to S. Fulton regarding ██████████. Reviewing materials and drafting reply regarding TPL matters.
05/20/15	Fulton, Stephen	\$595.00	1.4	Update commercial list office regarding priority hearing; research regarding CCAA releases; correspondence with Oslers regarding regulatory issues.
05/20/15	Gage, James	\$877.50	0.9	Emails and discussions throughout the day regarding proposed mediation, litigation process and timetable to deal with constructive trust claim by consumer class action plaintiff and related matters; Emails and telephone conversation with Monitor regarding i ██████████.

05/19/15	Hall, Geoff	\$2,366.00	2.6	Reviewing and considering e-mail exchange between A. Hatnay and B. O'Neill re mediation; e-mail to G. Watson and J. Rosenberg re [REDACTED]; reviewing and considering draft motion materials for extension motion; conference call with B. O'Neill and M. Wasserman to prepare for May 20 hearing; preparing for hearing.
05/20/15	Hall, Geoff	\$2,457.00	2.7	Preparing for and appearing at case conference re scheduling of priority motion; various e-mails re arrangements for attendance at mediation and schedule
05/21/15	Gage, James	\$292.50	0.3	Further emails regarding response to stakeholder inquiry; Telephone conversation with G. Watson.
05/01/15	Fulton, Stephen	\$807.50	1.9	Initial review of Representative Counsel motion materials; arrange for hearing date with Commercial List office; organize timing of case conference and stay extension motion.
05/04/15	Fulton, Stephen	\$637.50	1.5	Correspondence with various parties to arrange court booking; review of revised Representative Counsel materials; prepare booking forms.
05/07/15	Fulton, Stephen	\$382.50	0.9	Correspondence with Representative Counsel; canvass parties for court times; outline content for upcoming stay extension report.
05/08/15	Fulton, Stephen	\$340.00	0.8	Finalize stay extension motion and case conference with various parties and commercial list office; obtain comments and authorizations from Representative Counsel & Cash Store CRO counsel.
05/11/15	Fulton, Stephen	\$1,232.50	2.9	Meeting with J. Rosenberg; internal discussion regarding Monitor's Seventeenth Report; draft initial sections of Monitor's report.
05/13/15	Fulton, Stephen	\$297.50	0.7	Review and provide comments regarding Cash Store motion materials.
05/15/15	Fulton, Stephen	\$1,360.00	3.2	Review finalized Cash Store motion materials and provide comments; internal discussion regarding [REDACTED]; review of content of appendices; update draft Monitor's report accordingly.
05/25/15	Gage, James	\$682.50	0.7	Conference call with AHC counsel, Monitor and CRO regarding next steps; emails with working group throughout the day regarding mediation, litigation of trust claim, monitor report and related matters; giving instructions to S. Fulton.
05/28/15	Gage, James	\$390.00	0.4	Emails with G. Hall and counsel for other stakeholders to settle mediation and litigation time tables; emails regarding Monitor report to assist mediation and litigation regarding constructive trust claim; telephone conversation with J. Rosenberg and giving instructions to S. Fulton re [REDACTED]
05/25/15	Fulton, Stephen	\$680.00	1.6	Research and [REDACTED]; outline upcoming Monitor's report.
05/28/15	Fulton, Stephen	\$467.50	1.1	Review memo to TGF regarding DCB issues; review questions from counsel to Ad Hoc Committee and corresponding answers for upcoming report.
05/25/15	Hall, Geoff	\$91.00	0.1	E-mail from B. O'Neill re proposed timetable; e-mail to FTI and internal team re proposed timetable.
05/26/15	Hall, Geoff	\$455.00	0.5	Telephone conversation with S. Fulton and e-mail exchange with J. Gage re Monitor's report for priorities motion
05/27/15	Hall, Geoff	\$637.00	0.7	E-mail to parties to motion re questions for Monitor's report; telephone conversation with A. Hatnay re mediator's fees; telephone conversation with J. Gage re [REDACTED].
05/28/15	Hall, Geoff	\$182.00	0.2	E-mail exchanges with S. Fulton re [REDACTED]s.
05/30/15	Fulton, Stephen	\$212.50	0.5	Review questions from counsel regarding draft Monitor's report; email to J. Rosenberg.
05/26/15	Fulton, Stephen	\$255.00	0.6	Outline and review requirements for upcoming Monitor's report.
05/27/15	Fulton, Stephen	\$340.00	0.8	Meeting with FTI regarding possible alternatives to CCAA plan of arrangement; follow-up research comparing bankruptcy and receivership alternatives.
05/31/15	Fulton, Stephen	\$170.00	0.4	Consider and respond to inquiries from Representative Counsel, counsel to CRO and counsel to the AHC.
05/29/15	Hall, Geoff	\$364.00	0.4	Reviewing questions posed by A. Hatnay re Monitor's report; e-mail exchange with S. Fulton re relevance of questions.
05/29/15	Gage, James	\$195.00	0.2	Emails regarding mediation, Monitor report content, and related matters.
05/21/15	Fulton, Stephen	\$255.00	0.6	Outline preliminary draft memo regarding third party releases.
05/29/15	Fulton, Stephen	\$935.00	2.2	Review of questions posed by Representative Counsel; prepare draft monitor's report; correspondence with various parties regarding upcoming report and mediation; review settlement responses to Ad Hoc Committee counsel.
		\$21,357.00		
06/01/15	Gage, James	\$195.00	0.2	Emails and discussions regarding mediation, Monitor reporting and related matters throughout the day, and giving instructions to G. Hall and S. Fulton.

06/03/15	Gage, James	\$1,072.50	1.1	Reviewing revised Monitor report for mediation; Reviewing mediation submissions of certain parties; Emails throughout the day regarding mediation matters and materials; Emails with Monitor; Giving instructions to S. Fulton.
06/05/15	Fulton, Stephen	\$85.00	0.2	Email J. Rosenberg; update list of mediation briefs obtained.
06/07/15	Hall, Geoff	\$182.00	0.2	E-mail exchanges with G. Watson and J. Foreman [REDACTED]
06/08/15	Hall, Geoff	\$0.00	0.4	Preparing for mediation.
06/09/15	Gage, James	\$1,072.50	1.1	Emails with G. Hall in preparation for mediation; Reviewing portions of mediation briefs in connection with settlement opportunities and third party release matters; Conference call with G. Watson and G. Hall [REDACTED]
06/12/15	Gage, James	\$780.00	0.8	Emails with working group regarding settlement and outstanding items. [REDACTED] Reviewing draft settlement and providing comments to G. Hall; Email to FTI; Telephone conversation with G. Hall.
06/09/15	Hall, Geoff	\$3,094.00	3	Preparing for mediation.
06/10/15	Hall, Geoff	\$12,558.00	13.8	Appearing at mediation.
06/11/15	Hall, Geoff	\$182.00	0.2	E-mails from B. O'Neill re further negotiations.
06/12/15	Hall, Geoff	\$910.00	1	Various e-mails re scheduling of resumption of mediation; organizing materials from mediation; reviewing draft term sheet re settlement; considering comments on term sheet from J. Gage and S. Fulton; e-mail to B. O'Neill re comments on draft term sheet.
06/01/15	Fulton, Stephen	\$1,147.50	2.7	Meeting with Osler, CRO and FTI regarding content of Monitor report for mediation; update draft report; internal correspondence; reply to J. Rosenberg emails.
06/16/15	Gage, James	\$292.50	0.3	Emails with Monitor; discussions with G. Hall regarding stakeholder information requests, distribution issues and related matters.
06/17/15	Gage, James	\$195.00	0.2	Discussion with G. Hall and providing comments on revised draft settlement term sheet.
06/01/15	Hall, Geoff	\$1,092.00	1.2	Reviewing and commenting to J. Rosenberg re [REDACTED]; conference call with FTI, Oslers and CRO re Monitor's report for mediation.
06/02/15	Hall, Geoff	\$819.00	0.9	Reviewing and commenting to S. Fulton on draft report for mediation.
06/16/15	Hall, Geoff	\$910.00	1	Telephone conversations with J. Foreman, J. Rosenberg, J. Gage and M. Wasserman re [REDACTED].
06/17/15	Hall, Geoff	\$728.00	0.8	Reviewing draft information to be provided [REDACTED]; e-mail to J. Rosenberg re [REDACTED]; reviewing revised draft of term sheet; e-mail to G. Watson and J. Rosenberg [REDACTED].
06/22/15	Hall, Geoff	\$182.00	0.2	E-mail exchanges with Oslers re court schedule for July 28-29, 2015 motion.
06/23/15	Hall, Geoff	\$819.00	0.9	E-mails to service list and Justice Morawetz re July 28 and 29, 2015 motion.
06/23/15	Gage, James	\$1,267.50	1.3	Emails and discussion regarding information requests from creditors; Discussion with G. Hall; Reviewing materials regarding [REDACTED]; Conference call with Monitor and Goodmans; Emails regarding outstanding issues.
06/30/15	Hall, Geoff	\$637.00	0.7	Telephone conversation with A. Hatnay re July 24 case conference; e-mail exchanges with G. Watson and M. Wasserman re proposed case conference.
06/02/15	Fulton, Stephen	\$850.00	2	Update draft Monitor's report; email to J. Rosenberg; obtain comments on draft report.
06/03/15	Fulton, Stephen	\$1,190.00	2.8	Obtain and review comments on Monitor report for mediation; draft updates to certain sections of the report; obtain comments from Norton Rose [REDACTED] correspondence with FTI and other stakeholders.
06/04/15	Fulton, Stephen	\$977.50	2.3	Finalize and deliver Monitor report to mediation parties; correspondence with the mediator (BLG); collect, track and briefly review mediation briefs submitted by the various parties to the mediation; obtain updated schedules to the report.
06/08/15	Fulton, Stephen	\$340.00	0.8	Distribute revised report for mediation; review mediation briefs.
06/12/15	Fulton, Stephen	\$340.00	0.8	Review draft settlement terms.
06/23/15	Fulton, Stephen	\$297.50	0.7	Provide update regarding [REDACTED] analysis and available materials to J.Gage.
06/16/15	Fulton, Stephen	\$170.00	0.4	Update service list; respond to emails.
06/17/15	Fulton, Stephen	\$127.50	0.3	Review CRA determination letter.
06/22/15	Fulton, Stephen	\$637.50	1.5	Correspondence with CRO counsel regarding the scheduling of settlement approval motion; review [REDACTED]; provide update regarding [REDACTED].

06/25/15	Fulton, Stephen	\$127.50	0.3	Received instructions from J. Gage; review DIP criminal interest issues.
		\$33,278.00		
07/10/15	Gage, James	\$195.00	0.2	Emails regarding further mediation and settlement discussions, and giving instructions to S. Fulton and G. Hall.
07/04/15	Hall, Geoff	\$91.00	0.1	E-mail exchange with B. O'Neill re case conference on July 24, 2015.
07/07/15	Hall, Geoff	\$182.00	0.2	Arrangements re July 24 case conference; e-mail exchange with J. Gage re [REDACTED].
07/08/15	Hall, Geoff	\$1,820.00	2	Telephone conversation with B. O'Neill re court scheduling; e-mail to Justice Morawetz re court scheduling; conference call with various parties re settlement.
07/10/15	Hall, Geoff	\$182.00	0.2	E-mail exchange with S. Fulton re materials to be filed with D. Cunningham; discussion with J. Gage.
07/15/15	Hall, Geoff	\$10,920.00	12	Preparing for and appearing at mediation re [REDACTED].
07/16/15	Hall, Geoff	\$0.00	0.2	Organizing materials from mediation.
07/02/15	Fulton, Stephen	\$255.00	0.6	Review status of [REDACTED]; email to J. Rosenberg; reply to Norton Rose.
07/02/15	Hall, Geoff	\$455.00	0.5	E-mail to parties to the settlement of the July 24 case conference.
07/14/15	Hall, Geoff	\$819.00	0.9	Preparing for mediation; reviewing motion by DirectCash.
07/17/15	Hall, Geoff	\$455.00	0.3	Dealing with post-mediation matters.
07/20/15	Hall, Geoff	\$273.00	0.3	Various e-mails about completion of global settlement; telephone conversation with B. O'Neill re July 24 case conference.
07/17/15	Gage, James	\$292.50	0.3	Emails with S. Fulton and J. Rosenberg regarding exit fee for lenders; emails with working group regarding continued settlement discussions.
07/21/15	Gage, James	\$390.00	0.4	Emails with G. Hall and others regarding settlements and next steps; Reviewing draft talking points, and providing comments.
07/22/15	Gage, James	\$1,072.50	1.1	Meeting with G. Hall and S. Fulton; Reviewing proposed settlements, considering CCAA plan terms and issues for Monitor; emails regarding [REDACTED] and providing suggested solution.
07/23/15	Fulton, Stephen	\$170.00	0.4	Prepare materials for July 24 case conference.
07/24/15	Fulton, Stephen	\$1,615.00	3.8	Prepare materials for and attend case conference; prepare and distribute case conference summary; receive instructions from G. Hall; research and review [REDACTED].
07/22/15	Hall, Geoff	\$3,185.00	3.5	Various e-mails re preparation for July 24, 2015 case conference; revising talking points for case conference; arrangements for case conference; conference call re [REDACTED]; discussion with J. Gage and S. Fulton re remaining steps in CCAA proceedings.
07/23/15	Hall, Geoff	\$3,185.00	3.5	Dealing with issue re [REDACTED]; preparing for case conference (including various e-mails and revisions to talking points document).
07/24/15	Hall, Geoff	\$3,276.00	3.6	Preparing for and appearing at case conference before Justice Morawetz.
07/27/15	Hall, Geoff	\$546.00	0.6	Reviewing cross-border protocol guidelines; discussion with S. Fulton re drafting of guidelines; e-mail exchange with G. Watson [REDACTED].
07/28/15	Hall, Geoff	\$728.00	0.8	Reviewing and commenting to P. Riesterer and Monitor team on draft lift stay letter; various e-mail exchanges with G. Watson and P. Riesterer re draft letter; e-mails from B. Aziz and B. O'Neill re status of settlement and term sheet.
07/29/15	Hall, Geoff	\$1,274.00	1.4	Reviewing and commenting on draft term sheet for [REDACTED]; e-mail exchanges with G. Watson, J. Rosenberg and P. Riesterer [REDACTED].
07/10/15	Fulton, Stephen	\$255.00	0.6	Prepare and distribute Confidential Mediation Report to Mr. Cunningham (mediator).
07/27/15	Fulton, Stephen	\$340.00	0.8	Correspondence with Osler regarding communication protocols; receive instructions from G. Hall; correspondence with J. Rosenberg; review of court-to-court communication guidelines.
07/21/15	Hall, Geoff	\$2,002.00	2.2	Preparing for meeting; meeting at TGF re planning for CCAA exit; various e-mails re planning for case conference.
07/30/15	Hall, Geoff	\$819.00	1.1	Preparing for call; conference call with J. Rosenberg and J. Gage [REDACTED].
07/31/15	Hall, Geoff	\$455.00	0.5	Reviewing [REDACTED] issues.
07/30/15	Gage, James	\$1,072.50	1.1	Reviewing draft [REDACTED] analysis from J. Rosenberg; Reviewing original DIP term sheet and second DIP term sheet provisions regarding commitment fees, interest and exit fee, and considering issues; Reviewing [REDACTED]; Conference call with J. Rosenberg and G. Hall.
07/17/15	Fulton, Stephen	\$467.50	1.1	Discussion with J. Rosenberg [REDACTED] review loan terms [REDACTED]; receive instructions from J. Gage.

07/22/15	Fulton, Stephen	\$340.00	0.8	Meeting with J. Gage and G. Hall; review case conference materials; provide status update on outstanding mediations.
07/26/15	Fulton, Stephen	\$297.50	0.7	Review and provide comments on standard court-to-court communication protocols.
07/29/15	Fulton, Stephen	\$255.00	0.6	Review email correspondence from McLennan Ross; review DCPI term sheet comments.
07/31/15	Fulton, Stephen	\$1,232.50	2.9	Attend case conference; organize conference dial-in with absent parties; prepare and distribute summary of case conference; research and review court-to-court communications; correspondence with Osler regarding court-to-court communication protocol and motion to lift stay of proceedings.
		\$38,917.00		
08/06/15	Fulton, Stephen	\$212.50	0.5	Review draft settlement agreement; emails with G. Hall.
08/04/15	Hall, Geoff	\$1,183.00	1.3	Drafting court-to-court communications protocol.
08/11/15	Hall, Geoff	\$1,183.00	1.3	Conference call with multiple parties re settlement term sheet; conference call with Monitor and B. O'Neill re contents of Monitor's report for August 27 case conference; preparing timeline of approval steps.
08/12/15	Gage, James	\$97.50	0.1	Giving instructions to S. Fulton regarding next steps.
08/14/15	Gage, James	\$585.00	0.6	Reviewing draft timeline; considering next steps in CCAA process; discussion with G. Hall regarding [REDACTED]; emails regarding settlement with stakeholders; reviewing FTI analysis of [REDACTED], and emails with G. Hall and S. Fulton.
08/19/15	Hall, Geoff	\$1,092.00	1.2	Reviewing and commenting to S. Fulton on draft materials for motion to adopt court-to-court communications protocol; reviewing and commenting to Oslers on draft motion to extend stay; reviewing TGF term sheet for continued CCAA proceedings.
08/17/15	Gage, James	\$1,560.00	1.6	Reviewing draft DCPI-CCAG-CashStore settlement, and discussion with G. Hall; Reviewing outstanding matters needing to be addressed in CCAA, and considering implications for CCAA plan; reviewing a [REDACTED]; Conference call with working group to review outstanding matters.
08/20/15	Gage, James	\$585.00	0.6	Reviewing draft proposal for litigation and CCAA wind-down process; Conference call with Monitor; Emails regarding CCAA time table.
08/18/15	Hall, Geoff	\$546.00	0.6	Reviewing materials from M. Munteer re court-to-court communications protocol; telephone conversation with B. O'Neill re protocol.
08/20/15	Hall, Geoff	\$1,365.00	1.5	Conference call with G. Watson, J. Rosenberg and J. Gage re [REDACTED]; discussion with S. Fulton re finalization of motion for court-to-court communications protocol; e-mail exchanges with J. Foreman and B. O'Neill re timetable for the approvals process; organizing court arrangements for August 27, 2015 case conference.
08/24/15	Hall, Geoff	\$1,547.00	1.7	Weekly update conference call; conference call with J. Rosenberg and S. Fulton re Monitor's report; telephone conversation with B. O'Neill re report; e-mail to Monitor team re draft report; arrangements with the court re case conference; e-mail exchange with J. Gage.
08/26/15	Hall, Geoff	\$2,821.00	3.1	Various e-mails and calls to finalize Monitor's report; preparing for case conference; preparing for case conference; reviewing and commenting on revised draft of DCPI settlement term sheet.
08/05/15	Hall, Geoff	\$1,729.00	1.9	Revising court-to-court communications protocol; e-mail to S. Fulton re revised draft of protocol.
08/06/15	Hall, Geoff	\$910.00	1	E-mail exchange with S. Fulton re draft court-to-court communications protocol; e-mail to all counsel involved in settlement re draft protocol.
08/10/15	Hall, Geoff	\$728.00	0.8	E-mail exchange with E. Hoaken re court-to-court communications protocol; telephone conversation with B. O'Neill re protocol; various e-mails re term sheet; reviewing revised draft term sheet.
08/13/15	Hall, Geoff	\$1,183.00	1.3	Drafting timeline of steps for settlement approval; e-mail to J. Gage asking for comment on draft timeline; reviewing revised settlement terms sheet; reviewing and commenting to S. Fulton re d [REDACTED]; telephone conversation with B. O'Neill re sequencing of materials for protocol motion.
08/14/15	Hall, Geoff	\$1,274.00	1.4	Reviewing various e-mails re [REDACTED]; telephone conversation with J. Gage re draft timetable for approval steps; e-mail to G. Watson and J. Rosenberg re [REDACTED]; analyzing [REDACTED]; e-mail exchange with J. Gage re this issue.

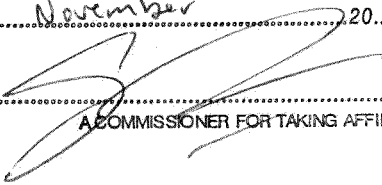
08/17/15	Hall, Geoff	\$1,274.00	1.4	Preparing for call; conference call re outstanding issues; telephone conversation with J. Rosenberg [REDACTED]; e-mail to B. O'Neill re draft timetable.
08/21/15	Hall, Geoff	\$273.00	0.3	Preparing for case conference.
08/25/15	Hall, Geoff	\$1,001.00	1.1	Arrangements re court appearance on August 27, 2015.
08/27/15	Hall, Geoff	\$1,820.00	2	Preparing for and appearing at case conference; e-mail to FTI re [REDACTED]
08/28/15	Hall, Geoff	\$91.00	0.1	Telephone conversation with B. O'Neill re [REDACTED].
08/26/15	Gage, James	\$780.00	0.8	Briefly reviewing draft [REDACTED], and emails with J. Rosenberg. Reviewing DCPI revisions to draft settlement, and providing comments to G. Hall; Giving instructions to S. Fulton; Emails with counsel for stakeholders regarding documents and process.
08/28/15	Gage, James	\$585.00	0.6	Telephone conversation with E. Cobb regarding [REDACTED]; Emails with J. Rosenberg; Emails with counsel for various stakeholders regarding settlements, and reviewing draft documents and comments; Emails with G. Hall; Email with E. Cobb.
08/17/15	Fulton, Stephen	\$807.50	1.9	Drafted Monitor's Eighteenth Report to the Court; reviewed exit fee calculations; updated and revised court-to-court communications protocol motion materials.
08/05/15	Fulton, Stephen	\$510.00	1.2	Updated and revised court-to-court communications protocol; received instructions from G. Hall; circulated draft protocol document for comments.
08/07/15	Fulton, Stephen	\$127.50	0.3	Reviewed and prepared comments regarding [REDACTED] and related updates.
08/10/15	Fulton, Stephen	\$637.50	1.5	Exchanged emails, reviewed comments and updated the court-to-court communications protocol; received instructions from G. Hall regarding [REDACTED]; reviewed [REDACTED] document.
08/11/15	Fulton, Stephen	\$382.50	0.9	Participated in conference call with FTI and Goodmans; considered and outlined contents to be included in the Eighteenth Report to the Court.
08/12/15	Fulton, Stephen	\$1,020.00	2.4	Prepared draft notice of motion and affidavit for the Monitor's communications protocol motion; prepared outline of Monitor's Eighteenth Report; review updated settlement materials and made corresponding updates to the communications protocol materials.
08/13/15	Fulton, Stephen	\$425.00	1	Internal meeting regarding settlement approval timetable and communications protocol; updated draft motion materials; reviewed [REDACTED]
08/14/15	Fulton, Stephen	\$382.50	0.9	Updated communications protocol notice of motion and affidavit; reviewed [REDACTED]
08/16/15	Fulton, Stephen	\$1,105.00	2.6	Researched and analyzed [REDACTED]; updated and finalized related motion materials; reviewed consumer class action D&O issue and comments on DCPI settlement term sheet.
08/18/15	Fulton, Stephen	\$1,997.50	4.7	Received and considered communications protocol comments; updated list of class action claimants; drafted updated versions of the affidavit, order and notice of motion for external review; reviewed Applicants' stay extension materials; solicited and considered external comments on draft motion materials; updated service list.
08/20/15	Fulton, Stephen	\$1,827.50	4.3	Finalized, consolidated and served court-to-court communications protocol motion materials; exchange email correspondence with J. Rosenberg; reviewed Goodman's open items list for the Monitor's report; updated service list to include consumer class action counsel; reviewed Applicants' stay extension motion record.
08/19/15	Fulton, Stephen	\$637.50	1.5	Update communications protocol to reflect recent discussions; distribute protocol for comments; review Monitor's report outline with J. Rosenberg.
08/21/15	Fulton, Stephen	\$977.50	2.3	Prepared preliminary draft of the Monitor's Eighteenth Report; received instruction from G. Hall and J. Rosenberg; filed communications protocol motion record with the court.
08/24/15	Fulton, Stephen	\$1,657.50	3.9	Participated in meeting with G. Hall and J. Rosenberg regarding Eighteenth Report; drafted and refined remaining sections of the report; circulated report for final comments and made requested alterations.
08/25/15	Fulton, Stephen	\$1,657.50	3.9	Updated draft Monitor's Report in response to comments and re-circulate draft to consumer class action counsel; review [REDACTED]; followed-up on timing and location of stay extension and communications protocol hearing; meeting with M. Paterson (Osler) regarding content of draft Monitor's Report; prepared affidavit of service.

08/26/15	Fulton, Stephen	\$1,402.50	3.3	Incorporated final comments into Monitor's Report and served report on the service list; drafted affidavit of service and arranged for filing of the report with the court; distributed hearing information; prepared materials for case conference; updated Applicants' service list.
08/27/15	Fulton, Stephen	\$1,487.50	3.5	Prepared for and attended case conference; obtained and arranged for filing and circulation of court orders and endorsements; updated service list.
08/31/15	Hall, Geoff	\$273.00	0.3	Weekly update call chaired by B. O'Neill.
		\$41,740.50		
09/01/15	Fulton, Stephen	\$1,317.50	3.1	Phone call with Harrison Pensa; Reviewed and analyzed draft plan of arrangement; internal correspondence regarding communications protocol order.
09/02/15	Gage, James	\$195.00	0.2	Emails with DIP lender counsel and Monitor [REDACTED].
09/03/15	Gage, James	\$292.50	0.3	Emails with DIP lender counsel and Monitor throughout the day regarding resolution to criminal interest issue.
09/08/15	Glover, Dan	\$660.00	1	Correspondence and calls with Geoff Hall re [REDACTED]; assessed law from federal and provincial [REDACTED] standpoints; drafted report for Geoff Hall [REDACTED].
09/02/15	Hall, Geoff	\$182.00	0.2	Reviewing and commenting to P. Bennett on draft letter to the Manitoba court; discussion with S. Fulton re [REDACTED].
09/08/15	Hall, Geoff	\$1,638.00	1.8	Reviewing various recent e-mails re recent developments; weekly update call; discussions with D. Glover re [REDACTED]; e-mail exchange with J. Rosenberg [REDACTED]; forwarding notice information to Siskinds; reviewing draft CCAA plan.
09/09/15	Hall, Geoff	\$273.00	0.3	E-mail to J. Gage and S. Fulton re preparation for September 30, 2015 motion.
09/10/15	Hall, Geoff	\$910.00	1	E-mail exchange with J. Rosenberg and Siskinds re [REDACTED]; conference call with FTI, J. Gage and S. Fulton to discuss draft plan.
09/11/15	Hall, Geoff	\$1,001.00	1.1	Reviewing and considering [REDACTED]; e-mail to J. Gage on this issue; e-mail exchanges with P. Bennett and B. O'Neill re Manitoba court hearing arrangements.
09/04/15	Gage, James	\$292.50	0.3	Emails with AHC counsel and Monitor regarding CCAA plan, court materials and other matters throughout the day.
09/10/15	Gage, James	\$2,535.00	2.6	Reviewing draft CCAA plan materials; Reading cases on [REDACTED]; Telephone conversation with B. O'Neill regarding CCAA plan; Conference call with Monitor regarding [REDACTED]; Giving instructions to S. Fulton; Emails with [REDACTED] counsel, Monitor and internally [REDACTED].
09/11/15	Gage, James	\$292.50	0.3	Considering DIP interest matter, and emails with G. Hall with suggestions; emails regarding CCAA plan materials and settlements.
09/12/15	Gage, James	\$1,462.50	1.5	Continuing to review and provide comments on draft CCAA plan; emails regarding further settlements.
09/14/15	Gage, James	\$2,632.50	2.7	Completing reviewing of draft CCAA plan and mark-up; Drafting rider; Giving instructions to S. Fulton; Emails with counsel for AHC, CRO and stakeholders; Begin reviewing other plan-related materials, and considering Monitor issues.
09/15/15	Gage, James	\$1,755.00	1.8	Reviewing comments on [REDACTED] and [REDACTED]; providing comments on revised draft; reviewing draft meeting order, affidavit and other materials, and giving instructions to S. Fulton; emails with stakeholder counsel throughout the day.
09/16/15	Gage, James	\$195.00	0.2	Discussion with J. Rosenberg [REDACTED].
09/17/15	Gage, James	\$487.50	0.5	Emails with counsel for DIP lenders, Monitor and G. Hall [REDACTED] Briefly reviewing draft engagement letter and providing comments; reviewing revised drafts of settlement documentation.
09/18/15	Gage, James	\$292.50	0.3	Emails with stakeholder counsel throughout the day; giving instructions to S. Fulton regarding Monitor report for meeting order.
09/19/15	Gage, James	\$2,047.50	2.1	Reviewing revised settlement agreement and related emails, and providing comments to G. Hall and Monitor; Reviewing revised CCAA plan and other materials, and providing comments to Monitor.
09/21/15	Parker, Andrew	\$531.00	0.6	Reviewed noteholder notification process and meeting order wording.
09/19/15	Hall, Geoff	\$910.00	1	Various e-mails re [REDACTED]; considering request from the company re telephone meeting; e-mail exchange with G. Watson and J. Rosenberg [REDACTED].
09/22/15	Parker, Andrew	\$354.00	0.4	Draft response on beneficial holder communication procedures.

09/21/15	Gage, James	\$2,047.50	2.1	Reviewing revised CCAA plan, meeting materials, settlement documentation and other materials; providing comments; emails with Monitor; giving instructions to S. Fulton.
09/22/15	Gage, James	\$2,340.00	2.4	Telephone conversations with Monitor; Reviewing further revised settlement documentation, CCAA plan, and meeting materials, comments from other parties, and providing comments; giving instructions to S. Fulton; emails with counsel for stakeholders throughout the day.
09/23/15	Gage, James	\$1,560.00	1.6	Reviewing further revised drafts of CCAA plan and related materials, and comments from other stakeholders; Emails and discussions throughout the day with Monitor and counsel for other stakeholders; Giving instructions to S. Fulton.
09/16/15	Hall, Geoff	\$182.00	0.2	Telephone conversation with S. Fulton re Monitor's report for September 30 motion.
09/23/15	Hall, Geoff	\$455.00	0.5	Various e-mails re completion of materials for Sept. 30 motions.
09/15/15	Hall, Geoff	\$273.00	0.3	Various e-mails re recent developments.
09/17/15	Hall, Geoff	\$364.00	0.4	Reviewing [REDACTED]; telephone conversation with J. Rosenberg and S. Fulton re this issue.
09/18/15	Hall, Geoff	\$1,001.00	1.1	Conference call re open items; dealing with various matters for materials for Sept. 30, 2015 motions.
09/21/15	Hall, Geoff	\$637.00	0.7	Various e-mails re completion of settlements and motion materials.
09/22/15	Hall, Geoff	\$1,729.00	1.9	Various calls and e-mails to deal with materials for Sept. 30, 2015 motions.
09/24/15	Hall, Geoff	\$1,274.00	1.4	Various calls and e-mails re September 30, 2015 motions.
09/25/15	Hall, Geoff	\$455.00	0.5	Reviewing correspondence from Faskens re issues with meeting order; various e-mail exchanges re this issue.
09/28/15	Hall, Geoff	\$2,184.00	2.4	Preparing for meeting re issues raised by KPMG; attending meeting; further conference call re this issue; various calls and e-mails re meeting order issues.
09/23/15	McCay, Patrick J	\$2,566.50	2.9	Review/consider email re: [REDACTED]. Review/consider [REDACTED] and related documents. Telephone calls with S. Fulton. Conference call with J. Rosenberg; Osler et al. Related emails re: [REDACTED].
09/29/15	Hall, Geoff	\$3,185.00	3.5	Meeting with A. Kauffman, D. Byers, P. Flaherty and B. O'Neill to discuss meeting order issue; various calls and e-mails on this point; preparing for motions; conference call of all counsel to prepare for hearing.
09/02/15	Fulton, Stephen	\$297.50	0.7	Received instructions from G. Hall; review of draft plan of arrangement materials.
09/03/15	Fulton, Stephen	\$85.00	0.2	Reviewed bondholder lists in relation to Siskinds' inquiry.
09/04/15	Fulton, Stephen	\$297.50	0.7	Responded to email inquiries from Osler and Harrison Pensa; reviewed correspondence from J. Foreman.
09/08/15	Fulton, Stephen	\$1,657.50	3.9	Researched, reviewed and prepared memorandum regarding [REDACTED]
09/09/15	Fulton, Stephen	\$892.50	2.1	Received instructions from G. Hall regarding the Monitor's Report; prepare outline of draft report for discussion; review precedent materials relating to meeting orders.
09/10/15	Fulton, Stephen	\$2,040.00	4.8	Reviewed and commented on plan of arrangement draft materials; outlined and organized research materials regarding meetings hearing requirements and content of the meeting order; participated in conference call; research and review [REDACTED].
09/11/15	Fulton, Stephen	\$467.50	1.1	Reviewed [REDACTED] and related emails; reviewed and reported on foreign representation provisions in the Initial Order; reviewed previous documentation and correspondence regarding [REDACTED] calculation.
09/13/15	Fulton, Stephen	\$340.00	0.8	Conducted research regarding protective provisions in CCAA plans and sanction hearing orders.
09/30/15	Hall, Geoff	\$5,005.00	5.5	Preparing for and appearing at motions before Justice Morawetz re meeting order and class action notices; various calls and e-mails re resolution of plan filing issue.
09/14/15	Fulton, Stephen	\$680.00	1.6	Prepared Monitor provisions for CCAA plan documentation; reviewed and prepared comments on the CCAA plan.
09/15/15	Fulton, Stephen	\$1,615.00	3.8	Reviewed and analyzed [REDACTED]; reviewed related email correspondence; prepared comments regarding Cash Store meeting order materials and settlement materials.

09/16/15	Fulton, Stephen	\$1,530.00	3.6	Reviewed claims process law; corresponded with counsel to the Ad Hoc Committee and J. Rosenberg; outlined structure of upcoming Monitor's report and participated in meeting with G. Hall [REDACTED]; reviewed meeting order motion materials and provided additional comments to the AHC and CRO.
09/17/15	Fulton, Stephen	\$552.50	1.3	Participated in meeting with G. Hall and J. Rosenberg [REDACTED]; reviewed and prepared comments regarding class action notices for Monitor's report; prepare initial draft outline of Monitor's report.
09/19/15	Fulton, Stephen	\$892.50	2.1	Reviewed and prepared comments regarding the settlement materials and the draft meetings order materials.
09/21/15	Fulton, Stephen	\$850.00	2	Reviewed DCPI press release; considered [REDACTED] issue; reviewed, analyzed and provided comments on recently circulated draft CCAA plan and meetings order materials; briefly reviewed Ontario consumer class action materials.
09/22/15	Fulton, Stephen	\$2,890.00	6.8	Draft sections of Monitor's report regarding the Monitor's position on the meeting order; review security opinion; organized [REDACTED]; reviewed and provided comments regarding draft meetings order motion materials and related documentation; brief meeting with G. Hall regarding Monitor's report content; considered and discussed [REDACTED]; review of first lien credit agreement [REDACTED].
09/23/15	Fulton, Stephen	\$2,635.00	6.2	Updated and revised the Monitor's 19th report to the Court; reviewed security opinion; analyzed [REDACTED] issue and provided related comments on the CCAA plan; prepared for and participated in meeting regarding possible w [REDACTED]; set-up outgoing wire transfer authorization [REDACTED]; responded to questions regarding the Monitor's service list; participated in discussions with Norton Rose regarding [REDACTED]; circulated draft of Monitor's report.
09/24/15	Fulton, Stephen	\$2,167.50	5.1	Reviewed comments received and drafted remaining sections of the Monitor's report; provided update r [REDACTED]; analyzed exit amount set-off issue; participated in phone call with Fasken regarding the proposed CCAA plan; reviewed and responded to email correspondence.
09/18/15	Fulton, Stephen	\$977.50	2.3	Drafted riders to Monitor report on meeting order; revised existing draft of report in connection with recent changes to motion materials; reviewed and analyzed draft meetings order factum and meeting notices.
09/25/15	Fulton, Stephen	\$680.00	1.6	Updated service list; corresponded with the CRO regarding content of Monitor's report; updated and revised final version of the Monitor's 19th report to the Court; served the Monitor's report on the Cash Store service list; prepared affidavit of service and filed a copy of the Monitor report with the Court.
09/29/15	Fulton, Stephen	\$1,657.50	3.9	Reviewed motion materials of estate litigation defendants and prepared for upcoming meetings order hearing; reviewed long form advertisement; [REDACTED]; returned phone call from [REDACTED].
09/30/15	Fulton, Stephen	\$2,040.00	4.8	Updated Monitor's service list; reviewed CCAA plan proposal [REDACTED]; prepared for and attended meetings order hearing at the court house; distributed copies of endorsement; participated in conference call regarding the status of the CCAA plan.
		\$70,759.50		
	Total	\$1,382,836.50	2088.8	

This is Exhibit.....^C.....referred to in the
affidavit of.....Stephen Fulton.....
sworn before me, this.....16.....
day of.....November.....20..15.....

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A COMMISSIONER FOR TAKING AFFIDAVITS

**Summary of McCarthy Tétrault LLP Fees and Rates
Services rendered April 1, 2014 - September 30, 2015**

Timekeeper	Hours	2014 Rate	2015 Rate	Total
Afarian, Hovsep	53.3	\$ 630.00	\$ 700.00	\$35,105.00
Antonecchia, Robert	2.4	\$ 260.00	\$ 270.00	\$624.00
Archer, James	10	\$ 900.00	\$ 935.00	\$8,730.00
Birkness, Peter	3.1	\$ 675.00	\$ 710.00	\$2,092.50
Boake, Barbara	67.9	\$ 930.00	\$ 975.00	\$63,147.00
Borgers, Oliver	3.2	\$ 970.00	\$ 1,010.00	\$3,104.00
Carbonaro, Stephen	1.8	\$ 260.00	\$ 270.00	\$468.00
Courtis, Trevor	25.2	\$ 270.00	\$ 425.00	\$6,804.00
Farley, James	0.8	\$ 1,045.00	\$ 1,095.00	\$836.00
Fulton, Stephen	441.8	\$ 405.00	\$ 425.00	\$177,738.50
Gage, James	269.2	\$ 930.00	\$ 975.00	\$254,334.00
Glover, Dan	1.2	\$ 635.00	\$ 660.00	\$1,386.00
Hage, Laura	22.6	\$ 615.00	\$ 650.00	\$13,899.00
Hall, Geoff	172	\$ 865.00	\$ 910.00	\$154,034.50
Jones, Blake	7.5	\$ 270.00	\$ 420.00	\$2,025.00
Kour, Sharon	130.4	\$ 580.00	\$ 630.00	\$74,687.00
Lapedus, Justin	24.7	\$ 695.00	\$ 725.00	\$16,749.50
McCay, Patrick J	2.9	\$ 855.00	\$ 885.00	\$2,566.50
McMullen, Danny	2.8	\$ 250.00	\$ 285.00	\$700.00
Meredith, Heather L	841.1	\$ 665.00	\$ 700.00	\$561,162.00
Parker, Andrew	1	\$ 850.00	\$ 885.00	\$885.00
Pel, Brian	0.2	\$ 1,125.00	\$ 1,165.00	\$233.00
Thompson, Kato	1.1	\$ 300.00	-	\$330.00
Wayland, Christopher	0.5	\$ 760.00	\$ 800.00	\$380.00
Wright, Kevin R. L.	1.2	\$ 680.00	\$ 705.00	\$816.00
	2088.8			\$1,382,836.50

TAB 3

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

THE HONOURABLE REGIONAL) THURSDAY, THE 19th DAY
)
SENIOR JUSTICE MORAWETZ) 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

ORDER

THIS MOTION, made by FTI Consulting Canada Inc., in its role as Court-appointed Monitor (the "**Monitor**"), pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**") proceedings of the Applicants, for an order approving the fees of the Monitor and the Monitor's counsel, McCarthy Tétrault LLP.

ON READING the Notice of Motion of the Monitor returnable November 19, 2015, the affidavit of Stephen Fulton sworn November 16, 2015 (the "**Fulton Affidavit**"), the affidavit of Jeffrey Rosenberg sworn November 16, 2015 (the "**Rosenberg Affidavit**"), the Twenty-First Report of the Monitor dated November 16, 2015 (the "**Twenty First Report**") and on hearing

the submissions of counsel for the Monitor and other such counsel as were present and on being advised that all parties on the service list maintained in these CCAA proceedings were served with the motion record of the Monitor:

SERVICE

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

APPROVAL OF FEES

2. **THIS COURT ORDERS** that the fees and disbursements of the Monitor for the period of April 1, 2014 to October 31, 2015, as set out in the Rosenberg Affidavit are hereby approved.
 3. **THIS COURT ORDERS** that the fees and disbursements of the Monitor's counsel, McCarthy Tétrault LLP, for the period from April 1, 2014 to September 30, 2015 as set out in the Fulton Affidavit, are hereby approved.
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF 1511419 ONTARIO INC.,
FORMERLY KNOWN AS THE CASH STORE FINANCIAL SERVICES INC., et al.

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

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

Proceeding commenced at TORONTO

ORDER

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MOTION RECORD

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