

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

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

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

Applicants

**CROSS-MOTION RECORD OF COLISEUM CAPITAL PARTNERS, LP, COLISEUM CAPITAL
PARTNERS II, LP, BLACKWELL PARTNERS, LLC, ALTA FUNDAMENTAL ADVISORS
MASTER LP, AND THE AD HOC COMMITTEE OF CASH STORE NOTEHOLDERS IN THEIR
RESPECTIVE CAPACITIES AS DIP LENDERS, FIRST LIEN NOTEHOLDERS AND
HOLDERS OF SENIOR SECURED NOTES**

(RETURNABLE JUNE 11, 2014)

June 3, 2014

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LP and the Ad Hoc Committee of Cash Store
Noteholders in their respective capacities as DIP
Lenders, First Lien Noteholders and Holders of
Senior Secured Notes

TO: The Service List

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TAB 1

**ONTARIO
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ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

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ARRANGEMENT OF THE CASH STORE FINANCIAL SERVICES
INC., THE CASH STORE INC., TCS CASH STORE INC.,
INSTALOANS INC., 7252331 CANADA INC., 5515433
MANITOBA INC., 1693926 ALBERTA LTD. DOING BUSINESS
AS "THE TITLE STORE"

APPLICANTS

**NOTICE OF CROSS-MOTION
(Returnable June 11, 2014)**

The lenders under the Applicants' Amended and Restated Debtor-in-Possession Term Sheet, dated as of May 16, 2014, (collectively, the "**DIP Lenders**") will make a cross-motion to a judge presiding over the Commercial List on Wednesday, June 11, 2014 at 10 a.m. or as soon after that time as the motion can be heard, at 330 University Avenue, Toronto, Ontario.

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

THE MOTION IS FOR:

1. An Order :
 - (a) declaring that:
 - (i) the Applicants are the beneficial owners of funds described as "Trimor Funds", "McCann Funds", "Trimor Receipts" and "McCann Receipts" (collectively, the "**Disputed Post-Filing Receipts**") in the Fresh As Amended Notice Of Motion Of Trimor Annuity Focus Limited Partnership

#5 ("**Trimor**"), dated May 14, 2014, and the Fresh As Amended Notice Of Motion Of 0678786 B.C. Ltd. ("**McCann**"), dated May 15, 2014, respectively (collectively, the "**TPL Notices of Motion**");

(ii) the following transactions constitute preferences under applicable legislation:

- (1) the designation by the Applicants of any advances or loans, including brokered loans, as advances or loans in the names of Trimor or McCann, and
- (2) any assignment, whether as capital protection or otherwise, by the Applicants to Trimor or McCann, or in their names, of non-brokered loans made in the name of the Applicants

(collectively, the "**Reviewable Transactions**");

(iii) the Reviewable Transactions shall be reversed such that the Applicants are the beneficial owners of assets described as "Trimor Loans", "Trimor Accounts Receivable", "McCann Loans", and "McCann Accounts Receivable" in the TPL Notices of Motion;

(iv) neither Trimor nor McCann shall take any steps to collect any advances or loans made to the Applicants' customers, irrespective of whether such loans or advances have been designated in the name of Trimor or McCann or otherwise assigned to Trimor or McCann by the Applicants, and any recoveries or collections on such advances or loans by Trimor or McCann shall be deemed to be held in trust for the Applicants;

- (v) in the alternative to (ii) through (iv) above, declaring that no steps be taken by Trimor or McCann to assert an interest in, collect or otherwise recover any of the advances or loans made to the Applicants' customers, whether in the names of Trimor or McCann or otherwise, unless the Monitor determines that the Reviewable Transactions will not be challenged by the Monitor; and
- (b) that grants such other relief as counsel for the DIP Lenders may request and this Court deems fit.

2. THE GROUNDS FOR THE MOTION ARE:

Background

- (a) The Applicants have stated that they carried on business both as a broker and direct lender of short-term advances to their customers;
- (b) Trimor and McCann provided funds to the Applicants to support the Applicants' brokered loan business;
- (c) Those funds were commingled with the Applicants' monies in the Applicants' operating accounts;
- (d) Accounting entries were made to label certain of the Applicants' cash as "restricted cash" attributable to the funds provided by Trimor or McCann and the proceeds of brokered loans,
- (e) The concept of "restricted cash" was solely an accounting concept and did not imply that any individual dollar in the Applicants' account could be traced and

identified as either a contribution by Trimor or McCann or proceeds of a brokered loan;

- (f) While the written contractual arrangements between Trimor or McCann and the Applicants provide for the possibility of physical segregation of funds provided by Trimor or McCann to the Applicants as well as the proceeds of any brokered loans in separate bank accounts, no such arrangements were ever put in place;
- (g) The loan documentation entered into by customers in connection with a brokered loan would identify a third party lender, such as Trimor or McCann, as the lender under the brokered loan and the Applicants as brokers, but in substance no principal-broker relationship now exists between Trimor or McCann and the Applicants:
 - (i) the brokered loan business required customers to complete an application and documentation process similar to that used in the Applicants' direct lending business;
 - (ii) upon approval of a customer, the Applicants would forward a cash advance to the customer from the Applicants' own general operating bank accounts;
 - (iii) when an advance under a brokered loan was repaid by the customer, the repaid funds were returned to the Applicants' operating bank accounts and made available, with the knowledge of Trimor and McCann, for general lending purposes;

- (iv) through this process Trimor and McCann ceased to have any proprietary claim to any funds in the Applicants' hands and no principal-broker relationship remained;

A Debtor-Creditor Relationship Exists Between the Applicants and each of Trimor and McCann

- (h) Trimor and McCann have engaged in a debtor-creditor relationship with the Applicants, as indicated by their conduct:
 - (i) the funds provided by Trimor and McCann to the Applicants in support of the Applicants' brokered loan business were held in the Applicants' general operating accounts commingled with the Applicants' other funds, and Trimor and McCann were aware of this;
 - (ii) Trimor and McCann received regular periodic "retention payments" from the Applicants that were in substance interest payments for funds advanced by Trimor and McCann to the Applicants to support the brokered loan business;
 - (iii) additional payments were periodically made by the Applicants to Trimor and McCann to provide a pre-determined fixed 17.5% financial return on the funds advanced by Trimor and McCann to the Applicants in support of the brokered loan business;

The Preferences

- (i) By designating brokered loans, which were made with funds from the Applicants' operating accounts, as loans and advances in the names of Trimor or McCann, the Applicants have transferred these assets to Trimor and McCann but neither

Trimor nor McCann have any higher or better claim to these assets than any other creditor of the Applicants;

- (j) Certain loans and advances made by the Applicants to their customers were assigned to Trimor and McCann to compensate for calculated deficiencies in the balance of restricted cash recorded on the Applicants' balance sheet and to compensate for amounts that were not being recovered on brokered loans;
- (k) As Trimor and McCann have no priority claim to the restricted cash, they similarly have no priority claim to any loans assigned to compensate for apparent deficiencies in the restricted cash;
- (l) As a result of the designation of brokered loans in the names of Trimor and McCann and the assignment of non-brokered loans to Trimor and McCann, those parties have received a transfer of assets to which they have no priority claim and that should be available to satisfy the claims of the general pool of the Applicants' creditors in accordance with their priorities;
- (m) Trimor and McCann were provided with the benefit of these transactions in preference to other creditors, who remain unpaid;
- (n) These transactions occurred at a time when the Applicants were insolvent or, in some cases, on the eve of insolvency;
- (o) The Disputed Post-Filing Receipts are proceeds of these preferences to which Trimor and McCann have no priority claim and should be deemed to be beneficially owned by the Applicants' as part of the process of remedying these preferences;

General

- (p) Sections 11, 11.02 and 36.1 of the CCAA;
- (q) Section 2 of the *Fraudulent Conveyances Act*, RSO. 1990, c F. 29;
- (r) Section 4 of the *Assignments and Preferences Act*, RSO 1990, c A. 33;
- (s) Sections 2 and 3 of the *Fraudulent Preferences Act*, RSA 2000, c. F-24; and
- (t) such further and other grounds as counsel for the DIP Lenders may advise and this Court may permit.

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

- (u) Affidavit of Steven Carlstrom, sworn April 14, 2011 and the exhibits attached thereto;
- (v) Affidavit of Erin Armstrong, sworn April 13, 2014 and the exhibits attached thereto;
- (w) Affidavit of Murray McCann, sworn April 22, 2014 and the exhibits attached thereto;
- (x) Affidavit of Sharon Fawcett, sworn April 22, 2014 and the exhibits attached thereto;
- (y) Affidavit of Erin Armstrong sworn May 8, 2014;
- (z) Affidavit of Donald MacLean, sworn May 15, 2014, and the exhibits attached thereto; and
- (aa) such further and other material as counsel for the DIP Lenders may advise and this Court may permit.

May 20, 2014

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¹ Bodnar et al. v. The Cash Store Financial Services Inc. et al., Supreme Court of British Columbia, Vancouver Reg. No. S041348;
 Stewart v. The Cash Store Financial Services Inc. et al, Supreme Court of British Columbia, Vancouver Reg. No. S126361;
 Tschritter et al. v. The Cash Store Financial Services Inc. et al, Alberta Court of Queen’s Bench, Calgary Reg. No. 0301-16243;
 Efthimiou v. The Cash Store Financial Services Inc. et al, Alberta Court of Queen’s Bench, Calgary Reg. No. 1201-11816;
 Meeking v. The Cash Store Inc. et al, Manitoba Court of Queen’s Bench, Winnipeg Reg. No. CI 10-01-66061;
 Rehill v. The Cash Store Financial Services Inc. et al, Manitoba Court of Queen’s Bench, Winnipeg Reg. No. CI 12-01-80578;
 Ironbow v. The Cash Store Financial Services Inc. et al, Saskatchewan Court of Queen’s Bench, Saskatoon Reg. No. 1452 of 2012;
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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C. 1985, c. C-36, AS AMENDED

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE CASH
STORE FINANCIAL SERVICES INC., et al.

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

Proceeding commenced at Toronto

NOTICE OF CROSS-MOTION

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TAB 2

Interest Calculation
Trimor #5

Trimor #5
May 2010

	Fund Balance	Payment Rate	Pro-rate for May	Total Payment	Prorated:
Opening May 1, 2010	\$ -		20% 31 of 31 days	\$ -	
Trsf from Trimor #4 May 1, 2010	\$ 250,000.00		20% 31 of 31 days	\$ 4,166.67	
Funds Received May 07, 2010 (25 days)	\$ 50,000.00		20% 25 of 31 days	\$ 833.33	\$ 672.04
Funds Received May 12, 2010 (20 days)	\$ 25,000.00		20% 20 of 31 days	\$ 416.67	\$ 268.82
				<u>\$ 5,416.67</u>	
Funds Received May 14, 2010 (18 days)	\$ 200,000.00		20% 18 of 31 days	\$ 1,935.48	\$ 537.63
Funds Received May 28, 2010 (4 days)	\$ 250,000.00		20% Paid in June		
Closing Balance May 31, 2010	\$ 775,000.00			<u>\$ 7,352.15</u>	
May 2010 Lender Payments				\$ 161.29	
May 18, 2010	\$ 1,354.16			\$ 147.85	
May 20, 2010	\$ 1,354.17			\$ 309.14	Over paid ad
May 25, 2010	\$ 1,354.17				
May 27, 2010	\$ 1,045.03				
May 31, 2010	\$ 1,935.48				
Total	\$ 7,043.01				
May 27 payment:	\$ 1,354.17		original payment		
	\$ (309.14)		over paid amount		
add:	\$ 1,045.03		new payment for May 27		
	\$ 1,354.16		May 18 payment did not process		
	\$ 1,354.17		May 20 payment did not process		
	\$ 1,354.17		May 25 payment did not process		
Total new May 27 payment:	\$ 5,107.53				

June 2010

	Fund Balance	Payment Rate	Pro-rate for Jun	Total Payment	Prorated:
Opening June 1, 2010	\$ 775,000.00		20% 30 of 30 days	\$ 12,916.67	
Funds Received May 28, 2010 (4 days)				\$ 537.63	
Closing Balance June 30, 2010	\$ 775,000.00			<u>\$ 13,454.30</u>	
Funds Received June 4, 2010 (27 days)	\$ 200,000.00		20% 27 of 30 days	\$ 3,000.00	
Funds Received June 15, 2010 (16 days)	\$ 250,000.00		20% 16 of 30 days	\$ 2,222.22	
Funds Received June 18, 2010 (13 days)	\$ 250,000.00		20% 13 of 30 days	\$ 1,805.56	
Funds Received June 24, 2010 (7 days)	\$ 150,000.00		20% 7 of 30 days	\$ 583.33	
Revised Closing Balance June 30, 2010	\$ 1,625,000.00			<u>\$ 21,065.41</u>	
June 2010 Lender Payments					

Interest Calculation
Trimor #5

June 17, 2010	\$	3,363.56
June 22, 2010	\$	3,363.58
June 24, 2010	\$	3,363.58
June 29, 2010	\$	3,363.58
June 30, 2010	\$	7,611.11
Total	\$	21,065.41

	Fund Balance	Payment Rate	Pro-rate for Jul	Total Payment	Prorated:
July 2010					
Opening July 1, 2010	\$ 1,625,000.00		20% 31 of 31 days	\$	27,083.33
Trsf to Trimor #5 July 9, 2010 (23 days)	\$ 100,000.00		20% 23 of 31 days	\$	1,236.56
Closing Balance July 31, 2010	\$ 1,725,000.00			\$	28,319.89
Funds Received June 15, 2010 (16 days)	\$ (250,000.00)		20% 16 of 30 days	\$	(2,222.22)
Funds Received June 15, 2010 (16 days)			20% 31 of 31 days	\$	(4,166.67)
Revised Closing Balance July 31, 2010	\$ 1,475,000.00			\$	21,931.00

July 2010 Lender Payments		
July 20, 2010	\$	7,079.98
July 22, 2010	\$	7,079.97
July 27, 2010	\$	7,079.97
July 29, 2010	\$	691.08
Total	\$	21,931.00

*July 29, 2010 Payment consists of: \$ 7,079.97
 \$ (2,222.22)
 \$ (4,166.67)
 \$ 691.08

	Fund Balance	Payment Rate	Pro-rate for Aug	Total Payment	Prorated:
August 2010					
Opening August 1, 2010	\$ 1,475,000.00		20% 31 of 31 days	\$	24,583.33
Trsf from Trimor #2 August 1, 2010 (31 days)	\$ 100,000.00		20% 31 of 31 days	\$	1,666.67
Trsf from Trimor #4 August 1, 2010 (31 days)	\$ 50,000.00		20% 31 of 31 days	\$	833.33
Closing Balance August 31, 2010	\$ 1,625,000.00			\$	27,083.33
Funds Received August 27, 2010 (5 days)	\$ 630,000.00		20% 5 of 31 days	\$	1,693.55
Revised Closing Balance August 31, 2010	\$ 2,255,000.00			\$	28,776.88

August 2010 Lender Payments		
August 19, 2010	\$	6,770.84
August 24, 2010	\$	6,770.83
August 26, 2010	\$	6,770.83

Paid in Sept

Interest Calculation
Trimor #5

	August 31, 2010	Fund Balance	Payment Rate	Pro-rate for Sep	Total Payment	Prorated:
Total	\$ 6,770.83 \$ 27,083.33		\$ 0.00			
September 2010						
Opening September 1, 2010	\$ 2,255,000.00			20% 30 of 30 days	\$ 37,583.33	
Funds Received August 27, 2010 (5 days)					\$ 1,693.55	
Funds Received September 15, 2010 (16 days)	\$ 55,000.00		20%	16 of 30 days	\$ 488.89	
Closing Balance September 30, 2010	\$ 2,310,000.00				\$ 39,765.77	
Funds Received September 30, 2010 (1 day)	\$ 355,000.00		20%	1 of 30 days	\$ 197.22	paid in octob
Revised Closing Balance September 30, 2010	\$ 2,665,000.00				\$ 39,962.99	
September 2010 Lender Payments						
September 21, 2010	\$ 9,941.45					
September 23, 2010	\$ 9,941.44					
September 28, 2010	\$ 9,941.44					
September 30, 2010	\$ 9,941.44					
Total	\$ 39,765.77		\$ 0.00			

	October 1, 2010	Fund Balance	Payment Rate	Pro-rate for Oct	Total Payment	Prorated:
Opening October 1, 2010	\$ 2,665,000.00			20% 31 of 31 days	\$ 44,416.67	
Funds Received September 30, 2010 (1 day)				20% 1 of 30 days	\$ 197.22	
Funds Received October 6, 2010 (26 days)	\$ 175,000.00		20%	26 of 31 days	\$ 2,446.24	
Closing Balance October 31, 2010	\$ 2,840,000.00				\$ 47,060.13	
October 2010 Lender Payments						
October 19, 2010	\$ 11,765.04					
October 21, 2010	\$ 11,765.03					
October 26, 2010	\$ 11,765.03					
October 28, 2010	\$ 11,765.03					
Total	\$ 47,060.13		\$ (0.00)			

	November 1, 2010	Fund Balance	Payment Rate	Pro-rate for Nov	Total Payment	Prorated:
Opening November 1, 2010	\$ 2,840,000.00			20% 30 of 30 days	\$ 47,333.33	
Trsf from Trimor #1 November 1, 2010 (30 days)	\$ 165,000.00			20% 30 of 30 days	\$ 2,750.00	
Trsf from Trimor #4 November 1, 2010 (30 days)	\$ 25,000.00			20% 30 of 30 days	\$ 416.67	
Closing Balance November 30, 2010	\$ 3,030,000.00				\$ 50,500.00	
November 2010 Lender Payments						

November 18, 2010	\$ 12,625.00			
November 23, 2010	\$ 12,625.00			
November 25, 2010	\$ 12,625.00			
November 30, 2010	\$ 12,625.00			
Total	\$ 50,500.00			

December 2010		Fund Balance		Payment Rate	Pro-rate for Dec	Total Payment	Prorated:
Opening December 1, 2010	\$ 3,030,000.00			20%	31 of 31 days	\$ 50,500.00	

Closing Balance December 30, 2010 \$ 3,030,000.00

December 2010 Lender Payments

December 16, 2010	\$ 12,625.00		
December 21, 2010	\$ 12,625.00		
December 23, 2010	\$ 12,625.00		
December 29, 2010	\$ 12,625.00		
Total	\$ 50,500.00		

January 2011		Fund Balance		Payment Rate	Pro-rate for Jan	Total Payment	Prorated:
Opening January 1, 2011	\$ 3,030,000.00			20%	31 of 31 days	\$ 50,500.00	

Trsf from Trimor #1 January 1, 2011 (31 days)	\$ 50,000.00		
Trsf from Trimor #3 January 1, 2011 (31 days)	\$ 650,000.00		
Trsf from Trimor #4 January 1, 2011 (31 days)	\$ 320,000.00		

Closing Balance January 31, 2011 \$ 4,050,000.00

Funds Received January 14, 2011 (18 days) \$ 262,000.00

Revised Closing Balance January 31, 2011 \$ 4,312,000.00

January 2011 Lender Payments

January 18, 2011	\$ 16,875.00		
January 20, 2011	\$ 16,875.00		
January 25, 2011	\$ 16,875.00		
January 27, 2011	\$ 16,875.00		
January 27, 2011	\$ 2,535.48		
Total	\$ 70,035.48		

February 2011		Fund Balance		Payment Rate	Pro-rate for Feb	Total Payment	Prorated:
Opening February 1, 2011	\$ 4,312,000.00			20%	28 of 28 days	\$ 71,866.67	

Interest Calculation
Trimor #5

Trsf from Trimor #3 February 1, 2011 (28 days)	\$	200,000.00		20% 28 of 28 days	\$	3,333.33
Funds Received February 4, 2011 (25 days)	\$	400,000.00		20% 25 of 28 days	\$	5,952.38
Closing Balance February 28, 2011	\$	4,912,000.00			\$	81,152.38

February 2011 Lender Payments

February 15, 2011	\$	20,288.08				
February 17, 2011	\$	20,288.10				
February 22, 2011	\$	20,288.10				
February 24, 2011	\$	20,288.10				
Total	\$	81,152.38			\$	0.00

March 2011

Opening March 1, 2011	Fund Balance	\$	4,912,000.00	Payment Rate	20% 31 of 31 days	Pro-rated:	Total Payment	Prorated:
							\$	81,866.67

Closing Balance March 31, 2011

	\$	4,912,000.00					\$	81,866.67
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March 2011 Lender Payments

March 17, 2011	\$	20,466.66				
March 22, 2011	\$	20,466.67				
March 24, 2011	\$	20,466.67				
March 29, 2011	\$	20,466.67				
Total	\$	81,866.67			\$	(0.00)

April 2011

Opening April 1, 2011	Fund Balance	\$	4,912,000.00	Payment Rate	20% 30 of 30 days	Pro-rated:	Total Payment	Prorated:
							\$	81,866.67

Trsf to Trimor #1 April 1, 2011 (30 days)

	\$	(66,000.00)		20% 30 of 30 days	\$	(1,100.00)
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Closing Balance April 30, 2011

	\$	4,846,000.00			\$	80,766.67
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April 2011 Lender Payments

April 19, 2011	\$	20,191.66				
April 21, 2011	\$	20,191.67				
April 26, 2011	\$	20,191.67				
April 28, 2011	\$	20,191.67				

	\$ 80,766.67	\$ (0.00)			
May 2011					
Total					
Opening May 1, 2011	Fund Balance \$ 4,846,000.00	Payment Rate 17.50% 31 of 31 days	Pro-rate for May	Total Payment	Prorated:
Closing Balance May 31, 2011	<u>\$ 4,846,000.00</u>			<u>\$ 70,670.83</u>	

May 2011 Lender Payments					
May 17, 2011	\$ 17,667.70				
May 19, 2011	\$ 17,667.71				
May 24, 2011	\$ 17,667.71				
May 26, 2011	\$ 17,667.71				
Total	<u>\$ 70,670.83</u>	\$ 0.00			
June 2011					
Opening June 1, 2011	Fund Balance \$ 4,846,000.00	Payment Rate 17.50% 30 of 30 days	Pro-rate for Jun	Total Payment	Prorated:
Closing Balance June 30, 2011	<u>\$ 4,846,000.00</u>			<u>\$ 70,670.83</u>	

Funds Received June 17, 2011 (14 days)	\$ 260,000.00				
Funds Received June 22, 2011 (9 days)	\$ 25,000.00				
Funds Received June 30, 2011 (1 Day)	\$ 100,000.00				
Revised Closing Balance June 30, 2011	<u>\$ 5,231,000.00</u>				

June 2011 Lender Payments					
June 16, 2011	\$ 17,667.70				
June 21, 2011	\$ 17,667.71				
June 23, 2011	\$ 17,667.71				
June 28, 2011	\$ 17,667.71				
Total	<u>\$ 70,670.83</u>	\$ 0.00			

July 2011					
Opening July 1, 2011	Fund Balance \$ 5,231,000.00	Payment Rate 17.50% 31 of 31 days	Pro-rate for Jul	Total Payment	Prorated:
Transfer to Trimor 1	\$ (330,000.00)	17.50% 31 of 31 days		\$ (4,812.50)	
Transfer to Trimor 2	\$ (105,000.00)	17.50% 31 of 31 days		\$ (1,531.25)	
Transfer to Trimor 3	\$ (66,000.00)	17.50% 31 of 31 days		\$ (962.50)	
Transfer to Trimor 4	\$ (150,000.00)	17.50% 31 of 31 days		\$ (2,187.50)	

Interest Calculation
Trimor #5

Closing Balance July 31, 2011 \$ 4,580,000.00

Funds Received June 17, 2011 (14 days) \$ 260,000.00
 Funds Received June 22, 2011 (9 days) \$ 25,000.00
 Funds Received June 30, 2011 (1 Day) \$ 100,000.00

Total \$ 4,945,000.00

17.50% 14 of 30 Days
 17.50% 9 of 30 Days
 17.50% 1 of 30 Days

Closing Balance July 31, 2011 \$ 4,580,000.00

Funds Received June 17, 2011 (14 days) \$ 260,000.00
 Funds Received June 22, 2011 (9 days) \$ 25,000.00
 Funds Received June 30, 2011 (1 Day) \$ 100,000.00

Total \$ 4,945,000.00

Closing Balance July 31, 2011 \$ 4,580,000.00

Funds Received June 17, 2011 (14 days) \$ 260,000.00
 Funds Received June 22, 2011 (9 days) \$ 25,000.00
 Funds Received June 30, 2011 (1 Day) \$ 100,000.00

Total \$ 4,945,000.00

Closing Balance July 31, 2011 \$ 4,580,000.00

Funds Received June 17, 2011 (14 days) \$ 260,000.00
 Funds Received June 22, 2011 (9 days) \$ 25,000.00
 Funds Received June 30, 2011 (1 Day) \$ 100,000.00

Total \$ 4,945,000.00

July 2011 Lender Payments

July 19, 2011 \$ 17,173.18
 July 21, 2011 \$ 17,173.17
 July 26, 2011 \$ 17,173.17
 July 28, 2011 \$ 17,173.17
Total \$ 68,692.69

\$ 0.00

Aug 2011 **Fund Balance** \$ 4,580,000.00
Opening Aug 1, 2011 \$ 4,580,000.00
Payment Rate 17.50% 31 of 31 days
Pro-rate for Aug
Total Payment Prorated: \$ 66,791.67

Closing Balance Aug 31, 2011 \$ 4,580,000.00

Aug 2011 Lender Payments

August 18, 2011 \$ 16,697.91
 August 23, 2011 \$ 16,697.92
 August 25, 2011 \$ 16,697.92
 August 30, 2011 \$ 16,697.92
Total \$ 66,791.67

\$ (0.00)

Sept 2011 **Fund Balance** \$ 4,580,000.00
Opening Sept 1, 2011 \$ 4,580,000.00
Payment Rate 17.50% 30 of 30 days
Pro-rate for Sep
Total Payment Prorated: \$ 66,791.67

Closing Balance Sept 30, 2011 \$ 4,380,000.00

Funds Received 09/23/2011 \$ 15,000.00
 Funds Received 09/26/2011 \$ 100,000.00
 Funds Received 09/28/2011 \$ 65,000.00

17.50% 30 of 30 days
 17.50% 30 of 30 days
 17.50% 30 of 30 days

Total Payment Prorated: \$ 66,791.67

Closing Balance Sept 30, 2011 \$ 4,380,000.00

Funds Received 09/23/2011 \$ 15,000.00
 Funds Received 09/26/2011 \$ 100,000.00
 Funds Received 09/28/2011 \$ 65,000.00

Adjusted Closing Balance Sept 30, 2011 \$ 4,560,000.00

Sept 2011 Lender Payments

Adjusted Closing Balance Sept 30, 2011 \$ 4,560,000.00

Interest Calculation
 Trimmer #5

September 13, 2011	\$	15,968.75
September 15, 2011	\$	15,968.75
September 20, 2011	\$	15,968.75
September 22, 2011	\$	15,968.75
Total	\$	<u>63,875.00</u>

\$ -

Oct 2011	Fund Balance	Payment Rate	Pro-rate for Oct	Total Payment	Prorated:
	\$ 4,560,000.00	17.50%	31 of 31 days	\$	66,500.00
Opening Oct 1, 2011					
Funds Received 09/23/2011	\$ 15,000.00	17.50%	8 of 30 Days	\$	57.53
Funds Received 09/26/2011	\$ 100,000.00	17.50%	5 of 30 Days	\$	239.73
Funds Received 09/28/2011	\$ 65,000.00	17.50%	3 of 30 Days	\$	93.49
Closing Balance Oct 31, 2011	<u>\$ 4,560,000.00</u>				<u>\$ 66,890.75</u>
Funds Received 10/14/2011	\$ 150,000.00				
Funds Received 10/21/2011	\$ 110,000.00				
Adjusted Closing Balance Oct 31, 2011	<u>\$ 4,820,000.00</u>				

Oct 2011 Lender Payments

October 18, 2011	\$	16,722.69
October 20, 2011	\$	16,722.69
October 25, 2011	\$	16,722.69
October 27, 2011	\$	16,722.68
Total	\$	<u>66,890.75</u>

Nov 2011	Fund Balance	Payment Rate	Pro-rate for Nov	Total Payment	Prorated:
	\$ 4,820,000.00	17.50%	30 of 30 days	\$	70,291.67
Opening Nov 1, 2011					
Funds Received 10/14/2011	\$ 150,000.00	17.50%	18 of 31 days	\$	1,294.52
Funds Received 10/21/2011	\$ 110,000.00	17.50%	11 of 31 days	\$	580.14
Closing Balance Nov 30, 2011	<u>\$ 4,820,000.00</u>				<u>\$ 72,166.32</u>

Nov 2011 Lender Payments

November 17, 2011	\$	18,041.58
November 22, 2011	\$	18,041.58
November 24, 2011	\$	18,041.58
November 29, 2011	\$	18,041.58
Total	\$	<u>72,166.32</u>

Interest Calculation
Trimor #5

	Fund Balance	Payment Rate	Pro-rate for Dec	Total Payment	Prorated:
Dec 2011					
Opening Dec 1, 2011	\$ 4,820,000.00	17.50%	31 of 31 days	\$ 70,291.67	
Transfer To Trimor 6	\$ (275,000.00)	17.50%	31 of 31 days	\$ (4,010.42)	
Transfer To Trimor 3	\$ (425,000.00)	17.50%	31 of 31 days	\$ (6,197.92)	
Closing Balance Dec 31, 2011	\$ 4,120,000.00			\$ 60,083.33	
Dec 2011 Lender Payments					
December 13, 2011	\$ 15,020.84				
December 15, 2011	\$ 15,020.83				
December 20, 2011	\$ 15,020.83				
December 22, 2011	\$ 15,020.83				
Total	\$ 60,083.33	\$ 0.00			
Jan 2012					
Opening Jan 1, 2012	\$ 4,120,000.00	17.50%	31 of 31 days	\$ 60,083.33	
Closing Balance Jan 31, 2012	\$ 4,120,000.00			\$ 60,083.33	
Jan 2012 Lender Payments					
January 17, 2012	\$ 15,020.84				
January 19, 2012	\$ 15,020.83				
January 24, 2012	\$ 15,020.83				
January 26, 2012	\$ 15,020.83				
Total	\$ 60,083.33	\$ 0.00			
Feb 2012					
Opening Feb 1, 2012	\$ 4,120,000.00	17.50%	29 of 29 days	\$ 60,083.33	
Transfer from Trimors to Trimor #5	\$ 6,108,000.00	17.50%	29 of 29 days	\$ 89,075.00	
Closing Balance Feb 29, 2012	\$ 10,228,000.00			\$ 149,158.33	
Feb 2012 Lender Payments					
February 16, 2012	\$ 37,289.59				
February 21, 2012	\$ 37,289.58				
February 23, 2012	\$ 37,289.58				
February 28, 2012	\$ 37,289.58				
Total	\$ 149,158.33	\$ 0.00			
March 2012					
Opening March 1, 2012	\$ 10,228,000.00	17.50%	31 of 31 days	\$ 149,158.33	

Closing Balance March 31, 2012		<u>\$ 10,228,000.00</u>		<u>\$ 149,158.33</u>	
March 2012 Lender Payments					
	March 20, 2012	\$	37,289.59		
	March 22, 2012	\$	37,289.58		
	March 27, 2012	\$	37,289.58		
	March 29, 2012	\$	37,289.58		
	Total	\$	149,158.33		
April 2012			Fund Balance		
	Opening April 1, 2012	\$	10,228,000.00		
				Payment Rate	0.00
					Pro-rate for Apr
					17.50% 30 of 30 days
					Total Payment Prorated:
					\$ 149,158.33
Closing Balance April 30, 2012					
		\$	<u>10,228,000.00</u>		
	Transferred to Trimor 5 LoansAB 03/31/2012	\$	(4,000,000.00)		
	Adj Closing Balance April 30, 2012	\$	<u>6,228,000.00</u>		
April 2012 Lender Payments					
	April 17, 2012	\$	37,289.59		
	April 19, 2012	\$	37,289.58		
	April 24, 2012	\$	37,289.58		
	April 26, 2012	\$	37,289.58		
	Total	\$	149,158.33		
May 2012			Fund Balance		
	Opening May 1, 2012	\$	6,228,000.00		
				Payment Rate	Prorated:
				Ivan Pang:	rate for May
				30 Days in April + one	of 31 days
				day in March	of 31 days
					Total Payment Prorated:
					\$ 90,825.00
					\$ (59,452.05)
	Transferred to Trimor 5 LoansAB 03/31/2012	\$	(4,000,000.00)		
	Closing Balance May 31, 2012	\$	<u>6,228,000.00</u>		
May 2012 Lender Payments					
	May 17, 2012	\$	7,843.23		
	May 22, 2012	\$	7,843.24		
	May 24, 2012	\$	7,843.24		
	May 29, 2012	\$	7,843.24		
	Total	\$	31,372.95		
June 2012			Fund Balance		
		\$	31,372.95		
				Payment Rate	Prorated:
				(0.00)	Pro-rate for Jun
					Total Payment Prorated:
					\$ 31,372.95

Interest Calculation
Trimor #5

Opening June 1, 2012	\$ 6,228,000.00	17.50% 30 of 30 days	\$ 90,825.00
Closing Balance June 30, 2012	\$ 6,228,000.00		\$ 90,825.00
June 2012 Lender Payments			
June 19, 2012	\$ 22,706.25		
June 21, 2012	\$ 22,706.25		
June 26, 2012	\$ 22,706.25		
June 28, 2012	\$ 22,706.25		
Total	\$ 90,825.00		
July 2012	Fund Balance	Payment Rate	Total Payment Prorated:
Opening July 1, 2012	\$ 6,228,000.00	17.50% 31 of 31 days	\$ 90,825.00
Closing Balance July 31, 2012	\$ 6,228,000.00		\$ 90,825.00
July 2012 Lender Payments			
July 17, 2012	\$ 22,706.25		
July 19, 2012	\$ 22,706.25		
July 24, 2012	\$ 22,706.25		
July 26, 2012	\$ 22,706.25		
Total	\$ 90,825.00		
Aug 2012	Fund Balance	Payment Rate	Total Payment Prorated:
Opening Aug 1, 2012	\$ 6,228,000.00	17.50% 31 of 31 days	\$ 90,825.00
Closing Balance Aug 31, 2012	\$ 6,228,000.00		\$ 90,825.00
Funds Received 08/24/2012	\$ 2,500,000.00		
Funds Received 08/31/2012	\$ 1,500,000.00		
Adj Closing Balance Aug 31, 2012	\$ 10,228,000.00		
Aug 2012 Lender Payments			
August 16, 2012	\$ 22,706.25		

Interest Calculation
Trimmer #5

	August 21, 2012	\$	22,706.25							
	August 23, 2012	\$	22,706.25							
	August 28, 2012	\$	22,706.25							
	Total	\$	<u>90,825.00</u>							
		\$	-							
Sep 2012				Fund Balance		Payment Rate	Pro-rate for Sep	Total Payment	Prorated:	
	Opening Sep 1, 2012	\$	10,228,000.00		17.50%	30 of 30 days		\$	149,158.33	
Aug Portion	Funds Received 08/24/2012	\$	2,500,000.00		17.50%	8 of 31 days		\$	9,589.04	
Aug Portion	Funds Received 08/31/2012	\$	1,500,000.00		17.50%	1 of 31 days		\$	719.18	
	Closing Balance Sep 30, 2012	\$	<u>10,228,000.00</u>					\$	<u>159,466.55</u>	
	Funds Received 09/14/2012	\$	1,670,000.00							
	Funds Received 09/25/2012	\$	1,040,000.00							
	Adj Closing Balance Sep 30, 2012	\$	<u>12,938,000.00</u>							
	Sep 2012 Lender Payments									
	September 18, 2012	\$	39,866.63							
	September 20, 2012	\$	39,866.64							
	September 25, 2012	\$	39,866.64							
	September 27, 2012	\$	39,866.64							
	Total	\$	<u>159,466.55</u>		\$	0.00				
Oct 2012				Fund Balance		Payment Rate	Pro-rate for Oct	Total Payment	Prorated:	
	Opening Oct 1, 2012	\$	12,938,000.00		17.50%	31 of 31 days		\$	188,679.17	
Sep Portion	Funds Received 09/14/2012	\$	1,670,000.00		17.50%	17 of 30 days		\$	13,611.64	
Sep Portion	Funds Received 09/25/2012	\$	1,040,000.00		17.50%	6 of 30 days		\$	2,991.78	
	Funds Received 10/04/2012	\$	1,851,000.00		17.50%	28 of 31 days		\$	24,849.04	
	Transferred From LoansAB 10/01/2012	\$	4,000,000.00		17.50%	31 of 31 days		\$	58,333.33	
	Closing Balance Oct 31, 2012	\$	<u>18,789,000.00</u>					\$	<u>288,464.97</u>	
	Funds Received 10/19/2012	\$	1,335,000.00							
	Funds Received 10/22/2012	\$	200,000.00							
	Adj Closing Balance Oct 31, 2012	\$	<u>20,324,000.00</u>							

Interest Calculation
Trimor #5

Oct 2012 Lender Payments

October 16, 2012	\$	72,116.25							
October 18, 2012	\$	72,116.24							
October 23, 2012	\$	72,116.24							
October 25, 2012	\$	72,116.24							
Total	\$	288,464.97							
Nov 2012		Fund Balance							
Opening Nov 1, 2012	\$	20,324,000.00							
Transferred to LoansAB 11/01/2012	\$	(4,000,000.00)							
Funds Received 10/19/2012	\$	1,335,000.00							
Funds Received 10/22/2012	\$	200,000.00							
Closing Balance Oct 31, 2012	\$	16,324,000.00							

Nov 2012 Lender Payments

November 20, 2012	\$	61,834.54							
November 22, 2012	\$	61,834.53							
November 27, 2012	\$	61,834.53							
November 29, 2012	\$	61,834.53							
Total	\$	247,338.13							

Dec 2012		Fund Balance							
Opening Dec 1, 2012	\$	16,324,000.00							
Closing Balance Dec 31, 2012	\$	16,324,000.00							

Dec 2012 Lender Payments

December 19, 2012	\$	59,514.59							
December 21, 2012	\$	59,514.58							
December 27, 2012	\$	59,514.58							
December 31, 2012	\$	59,514.58							
Total	\$	238,058.33							

Jan 2013		Fund Balance							
Opening Jan 1, 2013	\$	16,324,000.00							
Closing Balance Jan 31, 2013	\$	16,324,000.00							

Nov 2012		Fund Balance							
Opening Nov 1, 2012	\$	20,324,000.00							
Transferred to LoansAB 11/01/2012	\$	(4,000,000.00)							
Funds Received 10/19/2012	\$	1,335,000.00							
Funds Received 10/22/2012	\$	200,000.00							
Closing Balance Oct 31, 2012	\$	16,324,000.00							

Dec 2012		Fund Balance							
Opening Dec 1, 2012	\$	16,324,000.00							
Closing Balance Dec 31, 2012	\$	16,324,000.00							

Jan 2013		Fund Balance							
Opening Jan 1, 2013	\$	16,324,000.00							
Closing Balance Jan 31, 2013	\$	16,324,000.00							

Jan 2013 Lender Payments

22/01/2013	\$ 59,514.59
24/01/2013	\$ 59,514.58
29/01/2013	\$ 59,514.58
31/01/2013	\$ 59,514.58
Total	\$ 238,058.33

\$ 0.00

Feb 2013	Fund Balance	Payment Rate	Pro-rate for Feb	Total Payment	Prorated:
	\$ 16,324,000.00	17.50%	28 of 28 days	\$ 238,058.33	\$ 238,058.33

Closing Balance Feb 28, 2013

Closing Balance Feb 28, 2013	\$ 16,324,000.00
-------------------------------------	-------------------------

Feb 2013 Lender Payments

14/02/2013	\$ 59,514.59
19/02/2013	\$ 59,514.58
21/02/2013	\$ 59,514.58
26/02/2013	\$ 59,514.58
Total	\$ 238,058.33

\$ 0.00

Mar 2013	Fund Balance	Payment Rate	Pro-rate for Mar	Total Payment	Prorated:
	\$ 16,324,000.00	17.50%	31 of 31 days	\$ 238,058.33	\$ 238,058.33

Transferred From LoansAB Trimor 5 (3/1/2013)

\$ 1,750,000.00

17.50% 31 of 31 days

\$ 25,520.83

Closing Balance Mar 31, 2013

Closing Balance Mar 31, 2013	\$ 18,074,000.00
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\$ 0.00

\$ 263,579.17

Transferred to Title Store Trimor #5 (1/1/2013)

\$ (100,000.00)

\$ 0.00

\$ 0.00

Transferred to Title Store Trimor #5 (3/1/2013)

\$ (150,000.00)

\$ 0.00

\$ 0.00

Transferred to LoansAB Trimor #5 (3/1/2013)

\$ (800,000.00)

\$ 0.00

\$ 0.00

Adjusted Closing Balance Mar 31, 2013

Adjusted Closing Balance Mar 31, 2013	\$ 17,024,000.00
--	-------------------------

\$ (0.00)

\$ 0.00

Mar 2013 Lender Payments

19/03/2013	\$ 65,894.79
21/03/2013	\$ 65,894.79
26/03/2013	\$ 65,894.79
28/03/2013	\$ 65,894.80
Total	\$ 263,579.17

\$ (0.00)

Apr 2013	Fund Balance	Payment Rate	Pro-rate for Apr	Total Payment	Prorated:
	\$ 17,024,000.00	17.50%	30 of 30 days	\$ 248,266.67	\$ 248,266.67

From 1/1/2013 to 3/31/2013

\$ (100,000.00)

17.50% 90 of 90 days

\$ (4,315.07)

From 3/1/2013 to 3/31/2013

\$ (150,000.00)

17.50% 31 of 31 days

\$ (2,229.45)

Interest Calculation
Trimor #5

From 3/1/2013 to 3/31/2013

Transferred to LoansAB Trimor #5 (3/1/2013)

\$ (800,000.00)

17.50% 31 of 31 days

\$ (11,890.41)

Closing Balance Apr 30, 2013

\$ 17,024,000.00

\$ 229,831.74

Transferred to Title Store Trimor #5 (4/1/2013)

\$ (250,000.00)

Adj Closing Balance Apr 30, 2013

\$ 16,774,000.00

Apr 2013 Lender Payments

18/04/2013	\$	57,457.95
23/04/2013	\$	57,457.93
25/04/2013	\$	57,457.93
30/04/2013	\$	57,457.93
Total	\$	229,831.74

\$ (0.00)

May 2013

Payment Rate 17.50% 31 of 31 days

Total Payment Prorated:
\$ 244,620.83

Opening May 1, 2013

\$ 16,774,000.00

April Portion

Transferred to Title Store Trimor #5 (4/1/2013)

\$

17.50% 30 of 30 days

\$ (3,595.89)

Closing Balance May 31, 2013

\$ 16,774,000.00

\$ 241,024.94

May 2013 Lender Payments

21/05/2013	\$	60,256.22
23/05/2013	\$	60,256.24
28/05/2013	\$	60,256.24
30/05/2013	\$	60,256.24
Total	\$	241,024.94

\$ 0.00

June 2013

Payment Rate 17.50% 30 of 30 days

Total Payment Prorated:
\$ 244,620.83

Opening June 1, 2013

\$ 16,774,000.00

Funds Received June 7, 2013

\$ 1,385,000.00

Funds Received June 11, 2013

\$ 1,535,000.00

Closing Balance June 30, 2013

\$ 19,694,000.00

\$ 275,277.00

June 2013 Lender Payments

18/06/2013	\$	68,819.25
20/06/2013	\$	68,819.25
25/06/2013	\$	68,819.25
27/06/2013	\$	68,819.25
Total	\$	275,277.00

\$ (0.00)

Interest Calculation
Trimor #5

July 2013	Fund Balance	Payment Rate	Pro-rate for Jul	Total Payment	Prorated:	
Opening July 1, 2013	\$ 19,694,000.00	17.50%	31 of 31 days	\$ 287,204.17		
Funds Received July 5, 2013	\$ 1,530,000.00	17.50%	27 of 31 days	\$ 19,806.16		
Closing Balance July 31, 2013	\$ 21,224,000.00					
Funds Received July 12, 2013	\$ 839,000.00					
Adj Closing Balance July 31, 2013	\$ 22,063,000.00					
July 2013 Lender Payments						
		\$ 0.00				
Total	\$ 307,010.33					
August 2013	Fund Balance	Funds for Pyt. Calc.	Payment Rate	Pro-rate for Aug	Total Payment	Prorated:
Opening August 1, 2013	\$ 22,063,000.00		17.50%	31 of 31 days	\$ 321,752.08	
Funds Received July 12, 2013		\$ 839,000.00	17.50%	20 of 31 days	\$ 8,045.21	
Funds Received August 2, 2013	\$ 419,000.00		17.50%	30 of 31 days	\$ 6,026.71	
Closing Balance August 31, 2013	\$ 22,482,000.00				\$ 335,824.00	
Funds Received August 9, 2013	\$ 250,000.00					
Funds Received August 30, 2013	\$ 720,000.00					
Transferred to Title Store Trimor #5 (8/31/2013)	\$ (250,000.00)					
Revised Closing Balance August 31, 2013	\$ 23,202,000.00					
August 2013 Lender Payments						
		\$ 0.00				
Total	\$ 335,824.00					
September 2013	Fund Balance	Funds for Pyt. Calc.	Payment Rate	Pro-rate for Sep	Total Payment	Prorated:
Opening September 1, 2013	\$ 23,202,000.00		17.50%	31 of 31 days	\$ 338,362.50	
Funds Received August 9, 2013		\$ 250,000.00	17.50%	23 of 31 days	\$ 2,756.85	
Funds Received August 30, 2013	\$ 720,000.00		17.50%	2 of 31 days	\$ 690.41	
Transferred to Title Store Trimor #5 (8/31/2013)	\$ (250,000.00)		17.50%	1 of 31 days	\$ (119.86)	
Closing Balance September 30, 2013	\$ 23,202,000.00				\$ 341,689.90	

September 2013 Lender Payments

		Funds for Pyt. Calc.	Payment Rate	Pro-rate for Oct	Total Payment	Prorated:
17/09/2013	\$ 85,422.49					
19/09/2013	\$ 85,422.47					
24/09/2013	\$ 85,422.47					
26/09/2013	\$ 85,422.47					
Total	\$ 341,689.90	\$ (0.00)				
October 2013	Fund Balance				Total Payment	Prorated:
Opening October 1, 2013	\$ 23,202,000.00		17.50% 31 of 31 days		\$ 338,362.50	
Transferred to Title Store Trimor #5 (9/30/2013)	\$ (250,000.00)	\$ (250,000.00)	17.50% 1 of 30 days		\$ (119.86)	
Closing Balance October 31, 2013	\$ 22,952,000.00				\$ 338,242.64	

September Portion

October 2013 Lender Payments

		Funds for Pyt. Calc.	Payment Rate	Pro-rate for Nov	Total Payment	Prorated:
22/10/2013	\$ 84,560.66					
24/10/2013	\$ 84,560.66					
29/10/2013	\$ 84,560.66					
31/10/2013	\$ 84,560.66					
Total	\$ 338,242.64	\$ (0.00)				
November 2013	Fund Balance				Total Payment	Prorated:
Opening November 1, 2013	\$ 22,952,000.00		17.50% 30 of 31 days		\$ 334,716.67	
Transferred to Title Store Trimor #5 (10/31/2013)	\$ (250,000.00)		17.50% 1 of 31 days		\$ (119.86)	
Closing Balance November 30, 2013	\$ 22,702,000.00				\$ 334,596.80	

November 2013 Lender Payments

		Funds for Pyt. Calc.	Payment Rate	Pro-rate for Dec	Total Payment	Prorated:
19/11/2013	\$ 83,649.19					
21/11/2013	\$ 83,649.20					
26/11/2013	\$ 83,649.20					
28/11/2013	\$ 83,649.20					
Total	\$ 334,596.79	\$ 0.01				
December 2013	Fund Balance				Total Payment	Prorated:
Opening December 1, 2013	\$ 22,702,000.00		17.50% 30 of 31 days		\$ 331,070.83	
Transferred to Title Store Trimor #5 (11/30/2013)	\$ (250,000.00)		17.50% 1 of 31 days		\$ (119.86)	
Closing Balance December 31, 2013	\$ 22,452,000.00				\$ 330,950.97	

December 2013 Lender Payments

Interest Calculation
 Trimor #5

17/12/2013	\$	82,737.75
19/12/2013	\$	82,737.74
24/12/2013	\$	82,737.74
27/12/2013	\$	82,737.74
Total	\$	<u>330,950.97</u>

\$ 0.00

January 2014

	Fund Balance	Funds for Pyt. Calc.	Payment Rate	Pro-rate for Jan	Total Payment	Prorated:
Opening Balance	\$ 22,452,000.00		17.50%	31 of 31 days	\$ 327,425.00	
Closing Balance January 31, 2014	<u>\$ 22,452,000.00</u>				<u>\$ 327,425.00</u>	

January 2014 Lender Disbursement

January-29-14	\$	327,425.00
Total	\$	<u>327,425.00</u>

February 2014

	Fund Balance	Funds for Pyt. Calc.	Payment Rate	Pro-rate for Feb	Total Payment	Prorated:
Opening Balance	\$ 22,452,000.00		17.50%	28 of 28 days	\$ 327,425.00	
Closing Balance February 28, 2014	<u>\$ 22,452,000.00</u>				<u>\$ 327,425.00</u>	

February 2014 Lender Disbursement

February-28-14	\$	327,425.00
Total	\$	<u>327,425.00</u>

March 2014

	Fund Balance	Funds for Pyt. Calc.	Payment Rate	Pro-rate for Mar	Total Payment	Prorated:
Opening Balance March 1, 2014	\$ 22,452,000.00		17.50%		\$ 327,425.00	
Closing Balance March 31, 2014	<u>\$ 22,452,000.00</u>				<u>\$ 327,425.00</u>	

Disbursement March 28, 2014

	\$	<u>327,425.00</u>
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Interest Calculation
Trimor #5

Trimor #5	Fund Balance	Payment Rate	Pro-rate for Jan	Total Payment	Prorated:
Jan 2013					
Opening Jan 1, 2013	\$ -				
Transferred from CS Trimor #5 (1/1/2013)	\$ 100,000.00				
Closing Balance Jan 31, 2013	\$ 100,000.00				\$ -
Feb 2013					
Opening Feb 1, 2013	\$ 100,000.00				
Closing Balance Feb 28, 2013	\$ 100,000.00				\$ -
Mar 2013					
Opening Mar 1, 2013	\$ 100,000.00				
Transferred from CS Trimor #5 (3/1/2013)	\$ 150,000.00				
Closing Balance Mar 31, 2013	\$ 250,000.00				\$ -
Apr 2013					
Opening Apr 1, 2013	\$ 250,000.00				
Transferred from CS Trimor #5 (1/1/2013)	\$ 100,000.00	17.50%	30 of 30 days	\$ 4,315.07	\$ 4,315.07
Transferred from CS Trimor #5 (3/1/2013)	\$ 150,000.00	17.50%	31 of 31 days	\$ 2,229.45	\$ 2,229.45
Closing Balance Apr 30, 2013	\$ 250,000.00				\$ 10,190.35
Transferred from CS Trimor #5 (4/1/2013)	\$ 250,000.00				
Adj Closing Balance Apr 30, 2013	\$ 500,000.00				
Apr 2013 Lender Payments					
18/04/2013	\$ 2,547.58				
23/04/2013	\$ 2,547.59				
25/04/2013	\$ 2,547.59				
30/04/2013	\$ 2,547.59				
Total	\$ 10,190.35	\$	0.00		
May 2013					
Opening May 1, 2013	\$ 500,000.00	17.50%	31 of 31 days	\$ 7,291.67	\$ 7,291.67
Transferred from CS Trimor #5 (4/1/2013)	\$ 250,000.00	17.50%	30 of 30 days	\$ 3,595.89	\$ 3,595.89
Closing Balance May 31, 2013	\$ 500,000.00				\$ 10,887.56

May 2013 Lender Payments

21/05/2013	\$	2,721.89
23/05/2013	\$	2,721.89
28/05/2013	\$	2,721.89
30/05/2013	\$	2,721.89
Total	\$	10,887.56

Payment Rate \$ (0.00)

Pro-rate for Jun 17.50% 30 of 30 days

Total Payment \$ 7,291.67

June 2013

Fund Balance	\$	500,000.00
Opening June 1, 2013	\$	500,000.00

Closing Balance June 30, 2013

\$ 500,000.00

June 2013 Lender Payments

18/06/2013	\$	1,822.91
20/06/2013	\$	1,822.92
25/06/2013	\$	1,822.92
27/06/2013	\$	1,822.92
Total	\$	7,291.67

Payment Rate \$ (0.00)

Pro-rate for Jul 17.50% 31 of 31 days

Total Payment \$ 7,291.67

July 2013

Fund Balance	\$	500,000.00
Opening July 1, 2013	\$	500,000.00

Closing Balance July 31, 2013

\$ 500,000.00

July 2013 Lender Payments

16/07/2013	\$	1,822.91
18/07/2013	\$	1,822.92
23/07/2013	\$	1,822.92
25/07/2013	\$	1,822.92
Total	\$	7,291.67

Payment Rate \$ (0.00)

Pro-rate for Aug 17.50% 31 of 31 days

Total Payment \$ 7,291.67

August 2013

Fund Balance	\$	500,000.00
Opening August 1, 2013	\$	500,000.00

Closing Balance August 31, 2013

\$ 500,000.00

Transferred from CS Trimor #5 (8/31/2013)

\$	250,000.00
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Revised Closing Balance August 31, 2013

\$ 750,000.00

August 2013 Lender Payments

Interest Calculation
Trimor #5

	Fund Balance	Payment Rate	Pro-rate for Sep	Total Payment	Prorated:
20/08/2013	\$ 1,822.91				
22/08/2013	\$ 1,822.92				
27/08/2013	\$ 1,822.92				
29/08/2013	\$ 1,822.92				
Total	\$ 7,291.67		\$ (0.00)		
September 2013	Fund Balance			Total Payment	Prorated:
Opening September 1, 2013	\$ 750,000.00			\$ 10,937.50	
Transferred from CS Trimor #5 (8/31/2013)	\$		\$ 250,000.00	\$	119.86
Closing Balance September 30, 2013	\$ 750,000.00			\$ 11,057.36	

September 2013 Lender Payments

	Fund Balance	Payment Rate	Pro-rate for Oct	Total Payment	Prorated:
17/09/2013	\$ 2,764.34				
19/09/2013	\$ 2,764.34				
24/09/2013	\$ 2,764.34				
26/09/2013	\$ 2,764.34				
Total	\$ 11,057.36		\$ 0.00		
October 2013	Fund Balance			Total Payment	Prorated:
Opening October 1, 2013	\$ 750,000.00			\$ 10,937.50	
Transferred from CS Trimor #5 (9/30/2013)	\$		\$ 250,000.00	\$	119.86
Closing Balance October 31, 2013	\$ 1,000,000.00			\$ 11,057.36	

September Portion

October 2013 Lender Payments

	Fund Balance	Payment Rate	Pro-rate for Nov	Total Payment	Prorated:
17/09/2013	\$ 2,764.34				
19/09/2013	\$ 2,764.34				
24/09/2013	\$ 2,764.34				
26/09/2013	\$ 2,764.34				
Total	\$ 11,057.36		\$ 0.00		
November 2013	Fund Balance			Total Payment	Prorated:
Opening November 1, 2013	\$ 1,000,000.00			\$ 14,583.33	
Transferred from CS Trimor #5 (10/31/2013)	\$		\$ 250,000.00	\$	119.86
Closing Balance November 30, 2013	\$ 1,250,000.00			\$ 14,703.20	

October Portion

November 2013 Lender Payments

19/11/2013	\$ 3,675.80
21/11/2013	\$ 3,675.80
26/11/2013	\$ 3,675.80
28/11/2013	\$ 3,675.80

Interest Calculation
Trimor #5

	<u>\$ 14,703.20</u>		<u>\$ (0.00)</u>				
December 2013							
Total							
Opening December 1, 2013	Fund Balance \$ 1,250,000.00						
Transferred from CS Trimor #5 (11/30/2013)	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	17.50% 30 of 31 days	17.50% 1 of 31 days	\$ 119.86	Total Payment Prorated: \$ 18,229.17
Closing Balance December 31, 2013	<u>\$ 1,500,000.00</u>						
December 2013 Lender Payments							
Total	\$ 18,349.04						
January 2014							
Opening Balance	Fund Balance \$ 1,500,000.00						
Closing Balance January 31, 2014	<u>\$ 1,500,000.00</u>						
January 2014 Lender Payments							
January 29-14	\$ 21,875.00						
Total	<u>\$ 21,875.00</u>						
February 2014							
Opening Balance	Fund Balance \$ 1,500,000.00						
Closing Balance February 28, 2014	<u>\$ 1,500,000.00</u>						
February 2014 Lender Payments							
February 28-14	\$ 21,875.00						
Total	<u>\$ 21,875.00</u>						
March 2014							
Opening Balance March 1, 2014	Fund Balance \$ 1,500,000.00						
Closing Balance March 31, 2014	<u>\$ 1,500,000.00</u>						

Interest Calculation
Trimor #5

Disbursement March 28, 2014

\$ 21,875.00

July 2013		Fund Balance	Payment Rate	Pro-rate for Jul	Total Payment	Prorated:
	Opening July 1, 2013	\$ 3,050,000.00	17.50%	31 of 31 days	\$ 44,479.17	
	Closing Balance July 31, 2013	\$ 3,050,000.00			\$ 44,479.17	
July 2013 Lender Payments						
	16/07/2013	\$ 11,119.80				
	18/07/2013	\$ 11,119.79				
	23/07/2013	\$ 11,119.79				
	25/07/2013	\$ 11,119.79				
	Total	\$ 44,479.17		(0.00)		

August 2013		Fund Balance	Payment Rate	Pro-rate for Aug	Total Payment	Prorated:
	Opening August 1, 2013	\$ 3,050,000.00	17.50%	31 of 31 days	\$ 44,479.17	
	Closing Balance August 31, 2013	\$ 3,050,000.00			\$ 44,479.17	
August 2013 Lender Payments						
	20/08/2013	\$ 11,119.80				
	22/08/2013	\$ 11,119.79				
	27/08/2013	\$ 11,119.79				
	29/08/2013	\$ 11,119.79				
	Total	\$ 44,479.17		(0.00)		

September 2013		Fund Balance	Payment Rate	Pro-rate for Sep	Total Payment	Prorated:
	Opening September 1, 2013	\$ 3,050,000.00	17.50%	30 of 30 days	\$ 44,479.17	
	Closing Balance September 30, 2013	\$ 3,050,000.00			\$ 44,479.17	
September 2013 Lender Payments						
	17/09/2013	\$ 11,119.80				

19/09/2013	\$	11,119.79			
24/09/2013	\$	11,119.79			
26/09/2013	\$	11,119.79			
Total	\$	<u>44,479.17</u>	(0.00)		
October 2013					
	Fund Balance		Payment Rate	Pro-rate for Oct	Total Payment Prorated:
Opening October 1, 2013	\$ 3,050,000.00		17.50%	31 of 31 days	\$ 44,479.17
Closing Balance October 31, 2013	<u>\$ 3,050,000.00</u>				<u>\$ 44,479.17</u>

October 2013 Lender Payments

22/10/2013	\$	11,119.80			
24/10/2013	\$	11,119.79			
29/10/2013	\$	11,119.79			
31/10/2013	\$	11,119.79			
Total	\$	<u>44,479.17</u>	(0.00)		
November 2013					
	Fund Balance		Payment Rate	Pro-rate for Nov	Total Payment Prorated:
Opening November 1, 2013	\$ 3,050,000.00		17.50%	30 of 30 days	\$ 44,479.17
Closing Balance November 30, 2013	<u>\$ 3,050,000.00</u>				<u>\$ 44,479.17</u>

November 2013 Lender Payments

19/11/2013	\$	11,119.80			
21/11/2013	\$	11,119.79			
26/11/2013	\$	11,119.79			
28/11/2013	\$	11,119.79			
Total	\$	<u>44,479.17</u>	(0.00)		
November 2013					
	Fund Balance		Payment Rate	Pro-rate for Nov	Total Payment Prorated:
Opening November 1, 2013	\$ 3,050,000.00		17.50%	30 of 30 days	\$ 44,479.17
Closing Balance November 30, 2013	<u>\$ 3,050,000.00</u>				<u>\$ 44,479.17</u>

November 2013 Lender Payments

19/11/2013	\$	11,119.80
21/11/2013	\$	11,119.79
26/11/2013	\$	11,119.79
28/11/2013	\$	11,119.79
Total	\$	<u>44,479.17</u>

\$ (0.00)

December 2013	Fund Balance	Payment Rate	Pro-rate for Dec	Total Payment	Prorated:
	Opening December 1, 2013	17.50%	31 of 31 days	\$ 44,479.17	

\$ 44,479.17

\$ 3,050,000.00

Closing Balance December 31, 2013

December 2013 Lender Payments

17/12/2013	\$	11,119.80
19/12/2013	\$	11,119.79
24/12/2013	\$	11,119.79
27/12/2013	\$	11,119.79
January-29-14	\$	44,479.17
Total	\$	<u>44,479.17</u>

January 2014	Fund Balance	Payment Rate	Pro-rate for Jan	Total Payment	Prorated:
	Opening Balance	17.50%	31 of 31 days	\$ 44,479.17	

\$ 44,479.17

\$ 3,050,000.00

Closing Balance January 31, 2014

January 2014 Lender Payments

January-29-14	\$	44,479.17
Total	\$	<u>44,479.17</u>

February 2014	Fund Balance	Payment Rate	Pro-rate for Feb	Total Payment	Prorated:
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Opening Balance	\$ 3,050,000.00	17.50% 28 of 28 days	\$ 44,479.17
Closing Balance February 28, 2014	<u>\$ 3,050,000.00</u>		<u>\$ 44,479.17</u>
February 2014 Lender Payments			
February-28-14	\$ 44,479.17		
Total	<u>\$ 44,479.17</u>		
<hr/>			
March 2014			
Opening Balance March 1, 2014	Fund Balance \$ 3,050,000.00	Payment Rate 17.50%	Total Payment \$ 44,479.17
Closing Balance March 31, 2014	<u>\$ 3,050,000.00</u>		<u>\$ 44,479.17</u>
Disbursement March 28, 2014	<u>\$ 44,479.17</u>		

TAB 3

Cash Store Interest Calculation
The Family Trust

June 2012		Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Jun	Total Payment
		\$		17.50% 30 of 30 Days	17.50% 30 of 30 Days	\$
June 2012 Opening Balance:		\$ -				\$ -
Funds Received on 6/19/2012 (12 of 30 Days)		\$ 4,000,000.00				\$ 23,013.70
Closing Balance June 30, 2012		<u>\$ 4,000,000.00</u>				<u>\$ 23,013.70</u>
June 2012 Lender Payments						
Total		\$ -	23,013.70			
July 2012		Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Jul	Total Payment
		\$		17.50% 31 of 31 Days	17.50% 31 of 31 Days	\$
July 2012 Opening Balance:		\$ 4,000,000.00				\$ 59,452.05
June Portion Funds Received on 6/19/2012 (12 of 30 Days)		\$ -	\$ 4,000,000.00			\$ 23,013.70
Closing Balance July 31, 2012		<u>\$ 4,000,000.00</u>				<u>\$ 82,465.75</u>
July 2012 Lender Payments						
Total		\$ 82,465.75	0.00			
Aug 2012		Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Aug	Total Payment
		\$		17.50% 31 of 31 Days	17.50% 31 of 31 Days	\$
Aug 2012 Opening Balance:		\$ 4,000,000.00				\$ 59,452.05
Funds Received on 8/13/2012 (19 of 31 Days)		\$ 1,000,000.00				\$ 9,109.59
Closing Balance Aug 31, 2012		<u>\$ 5,000,000.00</u>				<u>\$ 68,561.64</u>
Aug 2012 Lender Payments						
Total		\$ 68,561.64	0.00			
Sep 2012		Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Sep	Total Payment
		\$		17.50% 30 of 30 Days	17.50% 30 of 30 Days	\$
Sep 2012 Opening Balance:		\$ 5,000,000.00				\$ 71,917.81
Reclassification of Funding 9/1/2012 Lender true-up from 12% to 17.5% for the period of 6/19/2012 to 8/31/2012 (74 Days)		\$ 4,000,000.00				\$ 57,534.25
Funds Received on 8/31/2012 (74 Days)		\$ -	\$ 4,000,000.00		5.50% 74 Days	\$ 44,602.74
Closing Balance Sep 30, 2012		<u>\$ 9,000,000.00</u>				<u>\$ 174,054.79</u>

Cash Store Interest Calculation
The Family Trust

Sep 2012 Lender Payments		September 28, 2012	\$ 174,054.79						
Total			\$ 174,054.79	0.00					
Oct 2012			Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Oct	Total Payment		
	Oct 2012 Opening Balance:		\$ 9,000,000.00		17.50%	31 of 31 Days	\$ 133,767.12		
	Closing Balance Oct 31, 2012		\$ 9,000,000.00				\$ 133,767.12		
Oct 2012 Lender Payments		October 29, 2012	\$ 133,767.12	0.00					
Total			\$ 133,767.12						
Nov 2012			Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Nov	Total Payment		
	Nov 2012 Opening Balance:		\$ 9,000,000.00		17.50%	30 of 30 Days	\$ 129,452.05		
	Closing Balance Nov 30, 2012		\$ 9,000,000.00				\$ 129,452.05		
Nov 2012 Lender Payments		November 29, 2012	\$ 129,452.05	0.00					
Total			\$ 129,452.05						
Dec 2012			Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Dec	Total Payment		
	Dec 2012 Opening Balance:		\$ 9,000,000.00		17.50%	31 of 31 Days	\$ 133,767.12		
	Closing Balance Dec 31, 2012		\$ 9,000,000.00				\$ 133,767.12		
Dec 2012 Lender Payments		December 31, 2012	\$ 133,767.12	0.00					
Total			\$ 133,767.12						
Jan 2013			Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Jan	Total Payment		
	Jan 2013 Opening Balance:		\$ 9,000,000.00		17.50%	31 of 31 Days	\$ 133,767.12		
	Closing Balance Jan 31, 2013		\$ 9,000,000.00				\$ 133,767.12		
Jan 2013 Lender Payments		January 31, 2013	\$ 133,767.12	0.00					
Total			\$ 133,767.12						
Feb 2013			Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Feb	Total Payment		
	Feb 2013 Opening Balance:		\$ 9,000,000.00		17.50%	28 of 28 Days	\$ 120,821.92		
	Closing Balance Feb 28, 2013		\$ 9,000,000.00				\$ 120,821.92		

Cash Store Interest Calculation
The Family Trust

Feb 2013 Lender Payments		February 28, 2013	\$	120,821.92								
Total			\$	120,821.92	(0.00)							
Mar 2013				Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Mar	Total Payment				
	Mar 2013 Opening Balance:		\$	9,000,000.00		17.50% 31 of 31 Days	\$	133,767.12				
	Closing Balance Mar 31, 2013		\$	9,000,000.00			\$	133,767.12				
Mar 2013 Lender Payments		March 28, 2013	\$	133,767.12	0.00							
Total			\$	133,767.12	0.00							
Apr 2013				Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Apr	Total Payment				
	Apr 2013 Opening Balance:		\$	9,000,000.00		17.50% 30 of 30 Days	\$	129,452.05				
	Closing Balance Apr 30, 2013		\$	9,000,000.00			\$	129,452.05				
Apr 2013 Lender Payments		April 30, 2013	\$	129,452.05	0.00							
Total			\$	129,452.05	0.00							
May 2013				Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for May	Total Payment				
	May 2013 Opening Balance:		\$	9,000,000.00		17.50% 31 of 31 Days	\$	133,767.12				
	Closing Balance May 31, 2013		\$	9,000,000.00			\$	133,767.12				
	Funds Received on May 31, 2013 (1 of 31 days)		\$	3,500,000.00								
Adj Closing Balance May 31, 2013			\$	12,500,000.00								
May 2013 Lender Payments		May 31, 2013	\$	133,767.12	0.00							
Total			\$	133,767.12	0.00							
June 2013				Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Jun	Total Payment				
	June 2013 Opening Balance:		\$	12,500,000.00		17.50% 30 of 30 Days	\$	179,794.52				
	Funds Received on May 31, 2013 (1 of 31 days)		\$	3,500,000.00		17.50% 1 of 31 Days	\$	1,678.08				
	Closing Balance June 30, 2013		\$	12,500,000.00			\$	181,472.60				

Cash Store Interest Calculation
The Family Trust

Funds Received on June 27, 2013 (4 of 30 days) \$ 1,500,000.00
Adj Closing Balance May 31, 2013
\$ 14,000,000.00

	June 28, 2013	June 28, 2013	Funds for Pyt. calc.	Payment Rate	Pro-rate for Jul	Total Payment
	\$	\$			17.50% 31 of 31 Days	\$
June 2013 Lender Payments		181,472.60				
Total		181,472.60	0.00			
July 2013		Fund Balance				
July 2013 Opening Balance:	\$	14,000,000.00				208,082.19
Funds Received on June 27, 2013 (4 of 30 days)	\$		1,500,000.00	17.50% 4 of 30 Days		2,876.71
Closing Balance June 30, 2013	\$	14,000,000.00				\$ 210,958.90

Withdrawn by Lender (7/24/2013) \$ (650,000.00)
Adj Closing Balance July 31, 2013
\$ 13,350,000.00
 July 2013 Lender Payments
 July 31, 2013 \$ 210,958.90
 Total \$ 210,958.90

	August 2013	August 2013	Funds for Pyt. calc.	Payment Rate	Pro-rate for Aug	Total Payment
	\$	\$			17.50% 31 of 31 Days	\$
August 2013 Opening Balance:	\$	13,350,000.00				198,421.23
Withdrawn by Lender (7/24/2013)	\$	(650,000.00)	(650,000.00)	17.50% 8 of 31 Days		(2,493.15)
Closing Balance August 31, 2013	\$	13,350,000.00				\$ 195,928.08
August 2013 Lender Payments		195,928.08				
Total	\$	195,928.08	0.00			
September 2013		Fund Balance				
September 2013 Opening Balance:	\$	13,350,000.00				192,020.55

Closing Balance September 30, 2013
\$ 13,350,000.00
 September 2013 Lender Payments

Cash Store Interest Calculation
The Family Trust

	September 30, 2013	\$ 192,020.55						
Total		\$ 192,020.55	(0.00)					
October 2013								
	October 2013 Opening Balance:	Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Oct	Total Payment		
		\$ 13,350,000.00		17.50% 31 of 31 Days	\$	198,421.23		

Closing Balance October 31, 2013		<u>\$ 13,350,000.00</u>				<u>\$ 198,421.23</u>		
October 2013 Lender Payments	October 31, 2013	\$ 198,421.23						
Total		\$ 198,421.23	0.00					

November 2013								
	November 2013 Opening Balance:	Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Nov	Total Payment		
		\$ 13,350,000.00		17.50% 30 of 30 Days	\$	192,020.55		

Closing Balance November 30, 2013		<u>\$ 13,350,000.00</u>				<u>\$ 192,020.55</u>		
November 2013 Lender Payments	November 29, 2013	\$ 192,020.55						
Total		\$ 192,020.55	(0.00)					

December 2013								
	December 2013 Opening Balance:	Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Dec	Total Payment		
		\$ 13,350,000.00		17.50% 31 of 31 Days	\$	198,421.23		

Closing Balance December 30, 2013		<u>\$ 13,350,000.00</u>				<u>\$ 198,421.23</u>		
December 2013 Lender Payments	December 31, 2013	\$ 198,421.23						
Total		\$ 198,421.23	0.00					

January 2014								
	January 2014 Opening Balance:	Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Jan	Total Payment		
		\$ 13,350,000.00		17.50% 31 of 31 Days	\$	198,421.23		

Closing Balance January 31, 2014		<u>\$ 13,350,000.00</u>				<u>\$ 198,421.23</u>		
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Cash Store Interest Calculation
The Family Trust

January 2014 Lender Disbursement	January 29, 2014	\$ 198,421.23					
Total		\$ 198,421.23	0.00				

February 2014	Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Feb	Total Payment
	\$ 13,350,000.00		17.50%	28 of 28 Days	\$ 194,687.50
February 2014 Opening Balance:	\$ 13,350,000.00				
Closing Balance February 28, 2014	\$ 13,350,000.00				\$ 194,687.50

February 2014 Lender Disbursement	February 28, 2014	\$ 194,687.50			
Total		\$ 194,687.50	-		

March 2014	Fund Balance	Funds for Pyt. calc.	Payment Rate	Pro-rate for Mar	Total Payment
	\$ 13,350,000.00		17.50%		\$ 194,687.50
Opening Balance March 1, 2014	\$ 13,350,000.00				
Closing Balance March 31, 2014	\$ 13,350,000.00				\$ 194,687.50

Disbursement March 28, 2014		\$ 194,687.50			
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TAB 4


www.cashstorefinancial.com

LENDER STATEMENT OF ACCOUNT

April 2013

Trimor Annuity Focus Limited Partnership #5

Account Reconciliation

	MONTH	YTD
Funds made available, opening	\$ (17,024,000)	\$ (16,324,000)
Funds transferred to The Title Store	250,000	500,000
Funds transferred to LoansAB		800,000
Additional funds advanced to CSF		(1,750,000)
Payday Loan Portfolio	3,887,134	3,887,134
Loans Assigned by CSF at fair value	2,327,128	2,327,128
Lines of Credit	8,207,793	8,207,793
Balance Forward	1,055,058	1,110,749
Interest Collected	(364,254)	(1,043,875)
Accounts Written Off	111,131	332,742
Credit for Fraudulent Loans	-	(4,947)
Cash payments made	229,832	969,528
Broker Retention Contribution	(39,436)	(371,866)
Funding (Excess) / Deficiency	\$ (1,359,615)	\$ (1,359,615)

*Includes participation fees of \$179,753.49 on assigned loans

Portfolio Continuity

	Payday Loans	Assigned Loans	Lines of Credit	Total
Prior Month Closing Balance	\$ 3,799,777	\$ 2,523,139	8,916,694	\$ 15,239,610
New Loans	2,843,515	-	10,589,588	13,433,102
Collections	(2,645,026)	(196,011)	(9,825,776)	(12,666,814)
Accounts Written Off	(111,131)	-	-	(111,131)
Purchased by CSF	-	-	(1,472,712)	(1,472,712)
Current month closing balance	\$ 3,887,134	\$ 2,327,128	\$ 8,207,793	\$ 14,422,055

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The Cash Store Financial Services, Inc.
 10311 - 129 Avenue Edmonton, AB Canada T6E 0G3
 Phone: (780) 463-1111 Fax: (780) 463-1199
 TOLL FREE: 1-888-368-3681
www.cashstorefinancial.com



TAB 5


www.cashstorefinancial.ca

**CONSOLIDATED LENDER STATEMENT OF ACCOUNT
FOR CASH STORE, INSTALOANS AND LOANS ALBERTA
Trimor Annuity Focus Limited Partnership #5**

September 2013

Account Reconciliation

	MONTH	YTD
Funds made available, opening	\$ (26,252,000)	\$ (20,324,000)
Funds transferred to The Title Store	250,000	1,000,000
Funds transferred to LoansAB	-	800,000
Additional funds advanced to CSF	-	(7,478,000)
Payday Loan Portfolio	2,521,749	2,521,749
Loans Assigned by CSF at fair value	-	-
Lines of Credit	13,675,775	13,675,775
Balance Forward	2,613,579	1,413,097
Interest Collected	(815,943)	(3,694,415)
Accounts Written Off	7,740,961	9,894,618
Credit for Fraudulent Loans	-	(4,947)
Cash payments made	386,169	2,898,598
Bank Fees	-	305
Broker Retention Contribution	(815,805)	(1,398,295)
Funding (Excess) / Deficiency	\$ (695,515)	\$ (695,515)

**Includes participation fees of \$179,753.49 on assigned loans*

**Effective on September 30, 2013 all delinquent receivables related to consumer loans and line of credit advances are written off when they reach 90 days past due. Future collections and recoveries on these written-off amounts will be credited to your account when received.*

Portfolio Continuity

	Payday Loans	Assigned Loans	Lines of Credit	Total
Prior Month Closing Balance	\$ 7,066,704	\$ 3,189,914	\$ 12,835,747	\$ 23,092,365
New Loans	3,142,076	-	22,727,205	\$ 25,869,281
Collections	(3,083,853)	(58,469)	(12,637,131)	\$ (15,779,453)
Accounts Written Off	(4,603,179)	(3,131,445)	(6,338)	\$ (7,740,962)
Purchased by CSF	-	-	(9,523,010)	\$ (9,523,010)
Transfers from other lenders	-	-	7,617,829	\$ 7,617,829
Transfers to other lenders	-	-	(7,338,528)	\$ (7,338,528)
Current month closing balance	\$ 2,521,748	\$ -	\$ 13,675,774	\$ 16,197,522

Page 1 of 2



The Cash Store Financial Services Inc.
13511 - 129 Avenue Edmonton, AB, Canada T5M 0T3
Phone: 780-498-6110 Fax: 780-498-6102
TSX:CSF NASD:CSFB
www.cashstore.ca



Portfolio Summary**1. Payday Loans**

Province	Current	1-30 Days Overdue	31-60 Days Overdue	61-90 Days Overdue	90 Days + Overdue	Total
Unregulated Provinces	\$ 1,711,651	\$ 387,270	\$ 254,216	\$ 205,838	\$ -	\$ 2,558,975
Alberta	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AR Discrepancy in Investigation						\$ (37,227)
Total	\$ 1,711,651	\$ 387,270	\$ 254,216	\$ 205,838	\$ -	\$ 2,521,748

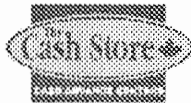
2. Assigned Loans

Province	Current	1-30 Days Overdue	31-60 Days Overdue	61-90 Days Overdue	90 Days + Overdue	Total
Ontario	\$-	\$-	\$-	\$ -	\$ -	\$ -
AR Discrepancy Under Investigation						\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
				Allowance on Doubtful Accounts		\$ -
				Total		\$ -

3. Lines of Credit

Province	Current	1-30 Days Overdue	31-60 Days Overdue	61-90 Days Overdue	90 Days + Overdue	Total
Manitoba	\$ 2,372,977	\$ 308,181	\$ -	\$ -	\$ -	\$ 2,681,158
Ontario	\$ 10,404,307	\$ 333,110	\$ -	\$ -	\$ -	\$ 10,737,417
AR Discrepancy Under Investigation						\$ 257,199
Total	\$ 12,777,284	\$ 641,291	\$ -	\$ -	\$ -	\$ 13,675,774

Page 2 of 2



The Cash Store Financial Services Inc.
 15511 - 123 Avenue, Edmonton, AB, Canada T5V 0C3
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 TSX:CSF NYSE:CSFS
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TAB 6

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

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

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

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

APPLICANTS

SECOND AFFIDAVIT OF WILLIAM E. AZIZ

(Sworn May 9, 2014)

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

Introduction

1. This Affidavit is made in support of a motion by The Cash Store Financial Services, Inc. ("Cash Store Financial") and its affiliated companies The Cash Store Inc., TCS - Cash Store Inc., Instaloans Inc., 7252331 Canada Inc., 5515433 Manitoba Inc., and 1693926 Alberta Ltd. doing business as "The Title Store" (collectively "Cash Store" or the "Applicants") for an Order (i) extending the stay of proceedings until June 17, 2014; (ii) authorizing the Applicants to implement a Key Employee Retention Plan (the "KERP") for certain critical staff

and granting a related charge; (iii) approving the cessation of Cash Store's brokered loan business in all jurisdictions in which it is currently carried on, and authorizing the CRO, in consultation with the Monitor, to take all steps to conduct an orderly cessation of such business; (iv) authorizing Cash Store to take all reasonable steps to effect the repayment of outstanding brokered loan receivables; and (v) directing that all amounts received with respect to outstanding brokered loans be held in a segregated account until further Order of this Court, after a determination of the rights of interested parties to such amounts.

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

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

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

DIP Facility

5. As detailed in my affidavit sworn on April 28, 2014 (the "First Aziz Affidavit"),

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

6. On April 24, 2014, an agreement in principle was reached with Coliseum Capital Partners, LP, Coliseum Capital Partners II, LP and Blackwell Partners, LLC (collectively, "Coliseum"), Alta Fundamental Advisers, LLC, (collectively with Coliseum, the "Initial DIP Lenders") and the *Ad Hoc* Committee of Noteholders (the "Ad Hoc Committee") to provide jointly funded and governed debtor-in-possession financing (the "Amended DIP Facility") to the Applicants. Each of these parties had previously provided DIP financing proposals and are two of the Applicants' most significant stakeholders.

7. On April 25, 2014, Cash Store received a tax refund of approximately \$2.6 million. On May 2, 2014, Cash Store received a further tax refund of approximately \$5.9 million. Pursuant to the mandatory prepayment provisions of the initial Debtor-in-Possession loan facility (the "Initial DIP Facility") entered into with the Initial DIP Lenders, the \$5.9 million tax refund has been paid to the Initial DIP Lenders as a partial repayment of the Initial DIP Facility. The \$2.6 million tax refund is currently being held in a segregated Cash Store account, subject to only my signature to withdraw funds. This amount will be transferred to the Initial DIP Lenders on May 9, 2014.

8. The Initial DIP Facility provided for borrowings of \$8.5 million. The cash flow projections attached to the affidavit of Steven Carlstrom, sworn April 14, 2014 (the "Carlstrom

Affidavit”), forecasted that Cash Store would need more liquidity than was available under the Initial DIP Facility by May 2, 2014. After the agreement in principle between the Initial DIP Lenders and the Ad Hoc Committee was reached on April 24, 2014 and, in light of the receipt of tax refunds and cash previously being held back by DC Bank, the Applicants, in consultation with the Monitor, determined that they could manage their cash to allow the parties to document the Amended DIP Facility and seek court-approval of same on May 13, 2014. The term sheet for the Amended DIP Facility continued to be negotiated and documented.

9. In the afternoon of May 8, 2014, the President and CEO of DirectCash Payments Inc. (“DCPI”) sent a proposed debtor-in-possession (the “New DIP Facility”) term sheet to me and the Monitor. As stated in the Carlstrom Affidavit, DCPI is a third party service provider to Cash Store with respect to prepaid debit and credit cards. I understand that DCPI is related to DC Bank, which offers bank accounts to Cash Store’s customers and receives and processes the repayment of loans from certain of Cash Store’s customers. In consultation with my legal and financial advisors and the Monitor, I am evaluating the New DIP Facility.

10. The Amended DIP Facility and the New DIP Facility both provide liquidity in an amount that should be sufficient to allow Cash Store to operate during the proposed extended Stay Period. Cash Store will require further DIP financing in order to run a sale process in an effort to maximize enterprise value for stakeholders. Based on current cash flow projections, Cash Store does not require additional DIP financing until at least May 16, 2014. Absent an injection of cash, Cash Store will be forced to shut down its operations, with a significant loss of employment and disruption to those who rely on its services. Cash Store intends to seek approval of additional DIP financing in the near term.

Key Employee Retention Plan

11. In an effort to preserve enterprise value and ensure the continued participation of certain of Cash Store's key employees in the business and the restructuring, Cash Store is developing a KERP in consultation with the Monitor. The purpose of the KERP is to provide the participants thereunder (the "KERP Participants") with payments as incentives to continue their employment with Cash Store during the CCAA proceeding.

12. The terms and details of the KERP are still being finalized; however, the intention is that Cash Store's key employees in Finance, Human Resources, Marketing, and other aspects of Cash Store's business which require unique skill sets will be KERP Participants. All of the KERP Participants which are being considered either possess specialized expertise with respect to Cash Store's business operations or are critical for a successful restructuring of Cash Store's business, including initiatives taken to date.

13. In light of the insolvency filing made by Cash Store, it is likely that the anticipated KERP Participants will consider other employment options if the proposed KERP is not granted and secured by the KERP Charge (discussed below). Doing so will undoubtedly distract from the restructuring process that is underway. It would be extremely difficult at this stage of the restructuring process to find adequate replacements for these employees.

14. KERP payments for all KERP Participants would be payable upon the completion of a Plan of Arrangement, 30 days after the sale of Cash Store's business, or in respect of an assignment in bankruptcy or the appointment of a receiver by Cash Store. The

maximum amount of the KERP would not exceed \$400,000. Cash Store is seeking a charge over Cash Store's Property (the "KERP Charge") to secure the amounts that will be payable under the KERP. Such charge would have priority over all other security interests, charges and liens other than the Administration Charge, up to a maximum of \$1.25 million of the Director's Charge, the DIP Priority Charge and the TPL Charge (as defined in the Initial Order).

15. It is my belief that the KERP will provide appropriate incentives for the KERP Participants to remain in their current positions and will also ensure that they are properly compensated for their assistance in the restructuring process.

Stay Extension

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

17. The Applicants have been proceeding in good faith and with due diligence to effect a restructuring under the CCAA, and in particular a going concern sale transaction. In addition to the steps outlined in the First Aziz Affidavit, I have:

- (a) Participated in further negotiations with the Ad Hoc Committee and the Initial DIP Lenders regarding the Amended DIP Facility, including meeting with representatives of these groups to provide an overview of my initial review of the business;
- (b) Attended additional management meetings in Edmonton;

- (c) Participated in comprehensive discussions regarding Cash Store's business and its cash flows with members of senior management and its financial advisors;
- (d) Worked with Rothschild to develop a sales process for the business;
- (e) Met with the Manitoba regulator to discuss Cash Store's business in Manitoba;
- (f) Instructed the Chief Compliance and Regulatory Officer to contact regulators in Ontario, Nova Scotia, British Columbia, Saskatchewan and Alberta to arrange meetings as soon as possible to discuss the business of the Cash Store in each jurisdiction;
- (g) Participated in in-depth discussions regarding the legal and economic viability of Cash Store's brokered loan business in unregulated jurisdictions with the Chief Compliance and Regulatory Officer, the Monitor, its counsel and my counsel; and
- (h) Consulted with the Monitor to plan the future path of Cash Store's business.

18. On April 29, 2014, Rothschild sent a letter to interested parties requesting non-binding offers for the sale of Cash Store by May 23, 2014. Pursuant to paragraph 11(d) of the Initial Order, the Monitor consented to the extension of the date to receive initial offers from May 15, 2014 to May 23, 2014. The initial sales process letter is attached as Exhibit "B".

19. It is my belief that it is appropriate to extend the stay period to June 17, 2014 and that the Applicants have acted and continue to act in good faith and with due diligence in these CCAA Proceedings. Should one of the potential DIP Facilities be agreed to by the Applicants and ultimately approved by the Court, it is forecast that the Applicants will have sufficient liquidity to continue operations during the proposed stay extension period. To the extent that

one of the DIP Facilities has not been finalized prior to the return date of this motion, the Applicants anticipate seeking a shorter extension of the Stay Period at that time.

20. Extending the Stay Period will allow the Applicants to continue to work toward the sale of the business. An extension of the Stay Period will also allow the Applicants to continue to deal with other matters inherent in the proposed restructuring, all in consultation with the Monitor, with the objective of obtaining the best possible result for a restructuring for the benefit of all stakeholders. It is my understanding that the extension of the Stay Period to June 17, 2014 is supported by the Ad Hoc Committee, the Initial DIP Lenders, and the Monitor.

The Cessation of Cash Store's Brokered Loan Business

(a) Cash Store's Direct and Brokered Lending Business

21. As is explained in greater detail in the Carlstrom Affidavit, Cash Store currently operates under two major business models: the direct lending business and the brokered lending business.

22. Cash Store acts as a direct payday lender (as opposed to a broker) in Alberta, British Columbia, Nova Scotia, and Saskatchewan (the "Direct Lending Provinces"). These provinces have payday loan legislation which allows for licensed payday lenders to make loans to customers without being subject to criminal interest rate legislation.

23. In New Brunswick, Newfoundland, Northwest Territories, Prince Edward Island and the Yukon Territory (the "Unregulated Provinces"), where payday loan legislation has not yet been enacted, Cash Store acts as a broker or intermediary on behalf of its customers, with third party lenders ("TPLs") acting as lenders. If a customer's eligibility for a loan is established,

the customer completes the TPL loan documentation and Cash Store makes the advance. Cash Store earns fees on brokered loan transactions.

24. Cash Store previously operated under the brokered loan model in Ontario and currently operates under the brokered loan model in Manitoba. Both of these provinces have enacted payday loan legislation. TPLs provided funds to Cash Store to support the brokered line of credit products offered in these provinces, which are then arranged by Cash Store in exchange for fees. Cash Store has previously taken the position that the brokered line of credit product offered in these provinces was not subject to provincial payday loan regulations.

25. As set out in the Carlstrom Affidavit, on February 12, 2014, the Ontario Superior Court of Justice concluded that Cash Store's basic line of credit product is subject to the *Payday Loans Act (Ontario)* and ordered that Cash Store be prohibited from acting as a loan broker in respect of such products without a broker's licence. Cash Store subsequently appealed this decision. After consultation with Cash Store's Chief Regulatory and Compliance Officer and Cash Store's litigation counsel, I instructed counsel to abandon the appeal of the decision.

26. As of February 12, 2014, the brokered line of credit product was discontinued in Ontario and no lending activity is currently occurring in Ontario due to issues regarding compliance with regulatory requirements (as discussed in detail in the Carlstrom Affidavit). I am advised by the Chief Compliance and Regulatory Officer and believe that the Ontario regulator has taken the position that Cash Store may not actively take steps to request, require or suggest that customers pay amounts owing under the brokered line of credit products until the maturity date of the line of credit. I am advised by the Chief Compliance and Regulatory Officer and believe that the Ontario regulator's statements would apply equally to a TPL or third party collection agency seeking to collect amounts owing under the brokered line of credit

products. As such, Cash Store's locations in Ontario remain open to receive brokered loan receivables but its ability to collect on Ontario brokered loans has been curtailed.

27. Additionally, new legislation in Manitoba will take effect in late 2014 or early 2015 that will prevent Cash Store from operating its current form of brokered loan business in Manitoba.

28. The chart below sets out the approximate percentage of Cash Store's (i) total revenue in Canada in FY 2013 and (ii) current number of branches in Canada, for Ontario, Manitoba, the Unregulated Provinces, and the Direct Lending Provinces.

Province	Total Revenue as % of Total	Number of Braches as % of Total
Ontario	33%	35%
Manitoba	6%	5%
Unregulated Provinces	7%	6%
Direct Lending Provinces	54%	54%

(b) Decision to Discontinue Brokered Loan Business

29. I have determined, in consultation with the Monitor, that it is necessary and appropriate to implement an orderly cessation of the brokered loan business and cease brokering new loans. I consulted extensively with the Chief Regulatory and Compliance Officer, my legal and financial advisors, Cash Store's senior management, and the Monitor in coming to this conclusion.

30. The reasons for discontinuing the brokered loan business include the following:
- (a) Cash Store has stopped offering the brokered loan line of credit in Ontario and Cash Store cannot be compliant with the anticipated Manitoba legislation by year end based on its current operating model in brokered loans. The remaining brokered loan business in Unregulated Provinces will be small (approximately \$110,000 in profit per month before corporate overhead). It remains Cash Store's intention to take steps to attempt to obtain a payday lending license in Ontario and to transition the Manitoba operations from a brokered loan model to a payday lending model. We are discussing this with regulators.
 - (b) Certain of Cash Store's secured creditors have indicated that they do not support Cash Store continuing to make voluntary retention payments to the TPLs.
 - (c) I am advised by my counsel and believe that there is a material risk that the brokered loan model is not legally defensible under the criminal interest rate provisions of the Criminal Code.
 - (d) Continuation of the brokered loan business requires funding. The provider of the substantial majority of the funds being deployed in the provinces where this business is still being conducted, Trimor, is seeking the return of funds invested by it and appears to be unwilling to support the brokered loan business.
 - (e) Cash Store is expending, and will likely need to keep expending, a great deal of management and advisor time and incurring significant costs in dealing with its ability to use the TPL investment to make brokered loans. This time and cost is disproportionate to the future value of the brokered loan business.

31. On May 6, 2014, communications were made to the Ad Hoc Committee and the Initial DIP Lenders and their counsel that I, in consultation with the Monitor, had determined that Cash Store should immediately cease to make new brokered loans in all jurisdictions. The Ad Hoc Committee and the Initial DIP Lenders through their counsel subsequently advised that they do not oppose this decision.

32. On May 8, 2014, the Monitor and I discussed the cessation of the brokered loan business with Cash Store's CEO. I instructed the CEO to prepare plans for the immediate cessation of the brokered lending business of Cash Store in all jurisdictions where it is currently carried on by Cash Store.

33. Under my direction, and in consultation with the Monitor, Cash Store will begin to implement an orderly cessation of the brokered loan business and cease offering new brokered loans.

(c) Funds Received from Brokered Loans will be Segregated

34. As a result of discussions that I or my advisors have had with the Ad Hoc Committee, the Initial DIP Lenders, Trimor, McCann (defined below) and others or their advisors, I understand that many parties may assert legal entitlements, including proprietary entitlements, to the outstanding brokered loans and any amounts received with respect to these brokered loans. I have read Trimor's Notice of Motion dated May 5, 2014 and understand that Trimor wishes to transfer the administration of its loan portfolio to another service provider. I have also read the notice of motion of 0678786 B.C. Ltd. (formerly the McCann Family Holding Corporation) ("McCann"), dated May 7, 2014, which also seeks this relief. However,

pursuant to section 6.4(b) of Trimor and McCann's Broker Agreements (Exhibits "G" and "H" to the Carlstrom Affidavit), Cash Store is only required to effect such a transfer upon the end of the Term of the Broker Agreement.

35. Furthermore, I am advised by Rothschild and believe that the Cash Store customer list is a valuable asset of Cash Store and that allowing a TPL to transfer the administration of its loan portfolio would erode the value of Cash Store's saleable assets. As CRO, it is my belief that allowing a TPL to transfer the administration of its loan portfolio to another service provider could materially impair the potential value of a going concern transaction to Cash Store and could cause material prejudice to Cash Store and its stakeholders.

36. Given the above considerations, it is intended that Cash Store will continue to receive payments from customers of the principal and interest as outstanding brokered loans come due in Manitoba and the Unregulated Provinces. In Ontario, Cash Store's operations will continue and the company will continue to receive any payments made by customers of the principal on outstanding brokered loans. However, Cash Store will not make any active efforts to collect brokered loans in Ontario until after they mature in order to comply with the Ontario Regulator's position on this issue. In Manitoba and the Unregulated Provinces, it is proposed that Cash Store will take reasonable steps to collect all brokered loans as they come due and past due brokered loans.

37. It is proposed that Cash Store will deposit all funds received from brokered loan receivables in a segregated Cash Store bank account. Cash Store will not use these funds for any purpose, but will maintain them in this separate account until various stakeholders' legal entitlement to these funds is determined upon further Order of the Court. This process would be undertaken under the continued supervision of myself and the Monitor.

38. As Cash Store is not a registered collections agency, it was previously Cash Store's practice to purchase brokered loans (in a non-cash transaction) that were past due from TPLs in order to be able to collect outstanding amounts in Ontario and Manitoba. It is proposed that Cash Store be authorized, under my supervision and the supervision of the Monitor, to take all reasonable steps to effect the receipt of outstanding brokered loan receivables in a manner that preserves, to the extent possible, the value of the receivables and the goodwill of the business. In addition, allowing Trimor or McCann to appoint an agent to collect its receivables would pre-determine the ultimate dispute between the company's stakeholders as to who is entitled to receive the receivables generated from the brokered loans. It is my view as CRO that Cash Store must be allowed to continue to receive the brokered loans and to then segregate them pending the ultimate determination of rights by the Court. As Cash Store is in the process of implementing an orderly cessation of its brokered loan business, none of the TPL Funds will be used to broker new loans or for any other purpose.

(d) **Cost of Collection**

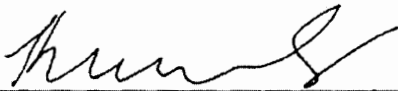
39. Cash Store continues to incur costs to run branches in Ontario for the sole purpose of receiving amounts in respect of outstanding brokered loans. It will also incur similar costs in Manitoba (during the anticipated transition period to a payday lending business) and in the Unregulated Provinces without the benefit of obtaining revenue from additional brokered loans.

40. I am advised by Cash Store's financial advisor and I believe that the below chart sets out the total branch expenses for the brokered loan provinces (Ontario, Manitoba, and the Unregulated Provinces) for the months of March and April 2014.

	March 2014	April 2014
Salaries & Benefits	\$ 1,794,492	\$ 1,165,779
Selling, General & Administrative	\$ 784,914	\$ 784,914
Rent	\$ 634,123	\$ 634,123
Depreciation of Assets	\$ 252,437	\$ 252,437
Total Branch Expenses	\$ 3,465,965	\$ 2,837,252

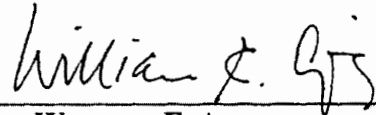
41. The decrease in branch expenses from March to April is due to the temporary layoff of approximately 250 Ontario employees. The above branch expenses do not include any indirect costs such as salary or overhead costs for regional managers. They also do not include regional selling, general, and administrative ("SG&A") costs as well as any corporate overhead costs.

SWORN BEFORE ME at the City of Toronto, in the Province of Ontario this 9th day of May, 2014.



COMMISSIONER FOR TAKING AFFIDAVITS

Karen Sachar



WILLIAM E. AZIZ

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

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

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

Ontario
**SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

SECOND AFFIDAVIT OF WILLIAM E. AZIZ
sworn May 9, 2014

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Counsel to the Chief Restructuring Officer of the
Applicants

TAB 7

From: Brett Harrison <Brett.Harrison@mcmillan.ca>
Sent: May-29-14 12:43 PM
To: Merskey, Alan
Cc: Adam Maerov; Rob Staley
Subject: Cross-examination of Jennifer Pede

Alan,

We have reviewed the under advisements given on Ms. Pede's cross-examination. Below is our response to same:

1. To provide a copy of the engagement letter referred to in the PwC Report: We undertake to produce a copy of the engagement letter.
2. To provide a copy of PwC's working file in connection with the PwC Report: We refuse to produce a copy of PwC's working file.

Please advise us if you intend to bring a motion with regard to the refusal.

Thanks,

mcmillan

Brett Harrison

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF THE CASH
STORE FINANCIAL SERVICES INC., et al.

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

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**CROSS-MOTION RECORD OF COLISEUM CAPITAL
PARTNERS, LP, COLISEUM CAPITAL PARTNERS II, LP,
BLACKWELL PARTNERS, LLC, ALTA FUNDAMENTAL ADVISORS
MASTER LP, AND THE AD HOC COMMITTEE OF CASH STORE
NOTEHOLDERS IN THEIR RESPECTIVE CAPACITIES AS DIP
LENDERS, FIRST LIEN NOTEHOLDERS AND HOLDERS OF
SENIOR SECURED NOTES**

(RETURNABLE JUNE 11, 2014)

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Advisors Master LP and the Ad Hoc Committee of Cash Store
Noteholders in their respective capacities as DIP Lenders, First
Lien Noteholders and Holders of Senior Secured Notes