

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

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

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

Applicants

**MOTION RECORD OF TRIMOR ANNUITY FOCUS
LIMITED PARTNERSHIP #5**
(returnable June 11, 2014)

(Volume 1 of 3)

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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

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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"

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Tschrutter 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;
Ironbow v. The Cash Store Financial Services Inc. et al, Saskatchewan Court of Queen’s Bench, Saskatoon Reg. No. 1453 of 2012

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TAB 1

**ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST**

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
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MANITOBA INC., 1693926 ALBERTA LTD DOING BUSINESS AS "THE TITLE
STORE"

APPLICANTS

**FRESH AS AMENDED NOTICE OF MOTION
(returnable June 11, 2014)**

Trimor Annuity Focus Limited Partnership #5 ("**Trimor**") will make a motion to a judge of the Superior Court of Justice (Commercial List), on Wednesday, June 11, 2014 at 10 am 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 an Order that:

- (a) Grants a declaration that the following property (the "**Trimor Property**") and is owned by Trimor free of any interests or claims of any creditor of the Applicants including, without limiting the generality of the foregoing, any encumbrances or charges created by the Order of the Honourable Regional Senior Justice Morawetz dated April 14, 2014:
 - (i) Any loans made in the name of Trimor and brokered by The Cash Store Inc. and 1693926 Alberta Ltd. (collectively, "**Cash Store**") on behalf of their customers ("**Customers**") using funds made available by Trimor for that purpose (the "**Trimor Funds**");

- (ii) Any advances originated by Cash Store and subsequently purchased with the Trimor Funds;
 - (iii) Any loans and advances originated by Cash Store and subsequently assigned to Trimor as capital protection or otherwise (together with (i) and (ii) above, the “**Trimor Loans**”);
 - (iv) Any amounts received by Cash Store from its Customers in repayment of the Trimor Loans (the “**Trimor Receipts**”);
 - (v) Any accounts receivable in respect of the Trimor Loans (the “**Trimor Accounts Receivable**”); and
 - (vi) The Trimor Funds.
- (b) Cash Store shall forthwith execute and deliver such documentation as is necessary or desirable to evidence the fact that Trimor is the sole legal and beneficial owner of the Trimor Property;
 - (c) Cash Store shall forthwith transfer the Trimor Funds and the Trimor Receipts to Trimor;
 - (d) Cash Store shall forthwith, at Trimor’s expense, provide such assistance to Trimor as is necessary or desirable to facilitate the transfer of the administration of the Trimor Loans and the Trimor Accounts Receivable to another service provider;
 - (e) Cash Store shall pay Trimor’s costs of this motion; and
 - (f) Such further and other relief as counsel may advise and this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

- (a) Cash Store provides alternative financial products and services to Customers;

- (b) Cash Store brokers loans on behalf of Customers pursuant to broker agreements with third party lenders (“**TPLs**”), who agree to lend to Customers or to purchase advances to the Customers originated by Cash Store;
- (c) Trimor is a TPL and has made approximately \$27,002,000 available to Cash Store for the purpose of allowing Cash Store to broker advances to Customers or to purchase advances to the Customers originated by Cash Store;
- (d) On April 14, 2014, Cash Store obtained an initial order, which was amended and restated on April 15, 2014 (as amended, the “**Initial Order**”), pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”);
- (e) The Initial Order provided, among other things, that Cash Store shall continue to carry on business and retain and use funds received from TPLs, including the Trimor Funds, subject to certain conditions set out in the Initial Order;
- (f) The Initial Order specifically authorized Cash Store to use amounts received after the date of the Initial Order in connection with the repayment of the Trimor Loans (the “**Trimor Post-Filing Receipts**”) to make new Trimor Loans;
- (g) On April 30, 2014, this Honourable Court issued an Order with additional protections for TPLs (the “**Additional Order**”);
- (h) The Additional Order provided, among other things, that the Applicants shall not use Trimor Post-Filing Receipts that were connected to the Applicants’ Ontario operations to broker new Trimor Loans;

- (i) The Applicants are entitled to use Trimor's TPL Post-Filing Receipts from loans made in jurisdictions outside of Ontario to broker new TPL Trimor Loans (the "**Trimor Post-filing Loans**");
- (j) Pursuant to the Additional Order, any Trimor Funds advanced in respect of a Trimor Post-filing Loan are deemed to be owned by Trimor;
- (k) Cash Store is not a licensed payday lender in Ontario, and as a result, cannot broker any third party loans, make any direct loans, or take any steps to collect loans in Ontario;
- (l) Cash Store's Chief Restructuring Officer has determined, in consultation with the Monitor, that it is necessary and appropriate to implement a cessation of the brokered loan business and cease brokering new loans in all of the jurisdictions where the Applicants operate. Accordingly, the Trimor Funds will no longer be used to broker new loans in any jurisdiction in which Cash Store operates;
- (m) The broker agreements governing the Trimor Property expressly provide that Trimor owns the Trimor Property. In addition, Cash Store's affidavit evidence, past statements (both to the TPLs and in public disclosure), and conduct show that Trimor owns the Trimor Property;
- (n) The broker agreements and notices given under them entitle Trimor to the return, and transfer of the loan administration of, the Trimor Property;
- (o) The balance of prejudice supports an immediate return of the Trimor Property to Trimor, and the transfer of the administration of any Trimor Loans and Trimor Accounts Receivable to a service provider selected by Trimor;
- (p) Trimor is significantly prejudiced by Cash Store's retention of Trimor Property connected to Cash Store's Ontario operations. Cash Store cannot redeploy the Trimor Property in new Trimor Loans in Ontario. As a

result, there is little to no incentive for Ontario customers to repay the existing Trimor Loans;

- (q) Trimor is also significantly prejudiced by Cash Store's retention of Trimor Property connected with Cash Store's non-Ontario operations. Cash Store has admitted that during the CCAA proceeding it is likely that loan losses will be greater than they have been historically. Further, should Cash Store cease operations in any of these non-Ontario jurisdictions before the administration of the Trimor Loans is transferred, it could have a devastating impact on Trimor's ability to collect on these loans. In addition, it has been admitted that Cash Store improperly spent more than \$10 million of Trimor's funds on operational expenses to date. Trimor should not be required to bear the risk that Cash Store will misappropriate what is left of Trimor's assets;
- (r) The Applicants will suffer little, if any, prejudice from the transfer of the Trimor Property. The Applicants cannot operate in Ontario and they intend to end their brokered loan business and cease brokering new loans in all jurisdictions. Accordingly, the Applicants have no need for the Trimor Property;
- (s) The provisions of the CCAA, as amended, and this Honourable Court's equitable and statutory jurisdiction thereunder;
- (t) Rules 1.04, 2.03 and 37 of the Ontario *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, as amended; and
- (u) 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:

- (a) The Affidavit of Steven Carlstrom sworn April 14, 2014 and the exhibits attached thereto;
- (b) The transcript of the Cross-Examination of Steve Carlstrom on his affidavit sworn April 14, 2014;
- (c) The Affidavit of Erin Armstrong sworn April 13, 2014 and the exhibits attached thereto;
- (d) The Affidavit of Murray McCann sworn April 22, 2014 and the exhibits attached thereto;
- (e) The Affidavit of Sharon Fawcett sworn April 22, 2014 and the exhibits attached thereto;
- (f) The Affidavit of Erin Armstrong sworn May 8, 2014 and the exhibits attached thereto;
- (g) The Affidavit of Donald MacLean sworn May 14, 2014 and the Report of PricewaterhouseCoopers Inc. attached thereto; and
- (h) Such further material as counsel may advise and this Honourable Court may permit.

May 14, 2014

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

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**NOTICE OF MOTION
(RETURNABLE June 11, 2014)**

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TAB 2

Court File No.

**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., ET AL

AFFIDAVIT OF ERIN ARMSTRONG

✓ ✓ *MA*
Sworn/~~Affirmed~~ on April 13, 2014

I, Erin Armstrong, of the City of Calgary, in the Province of Alberta, ~~SWEAR/AFFIRM~~ AND SAY THAT: ✓ ✓ *MA*

1. I am a former Chief Operating Officer of 1518534 Alberta Ltd., the general partner (“**General Partner**”) of Trimor Annuity Focus Limited Partnership #5 (“**Trimor LP**”). I was Chief Operating Officer of the General Partner from June 2012 until I resigned in January of 2014. I continue to assist the General Partner in an administrative capacity with respect to Trimor LP’s relationship with The Cash Store Inc. (“**TCSI**”), as described below. Accordingly, I have personal knowledge of the facts and matters hereinafter deposed to, except where the same are stated to be upon information and belief and as to these last-mentioned matters, I verily believe them to be true.
2. Trimor LP is a limited partnership registered pursuant to the laws of Alberta, with its head office in Calgary, Alberta.
3. The General Partner is an Alberta Corporation with its head office is in Calgary, Alberta.
4. There are approximately 150 beneficial unit holders in Trimor LP, most of whom are individuals, trusts, or corporations resident in Alberta.
5. Trimor LP was created for the purpose of advancing and making loans to customers of TCSI (the “**Customers**”) pursuant to an arrangement whereby funds are advanced by

Trimor LP, as financier, to TCSI or a TCSI-related entity, as broker, for the purpose of making loans to the Customers on Trimor LP's behalf pursuant to broker agreements.

6. Attached collectively hereto as **Exhibit "A"** is a copy of the broker agreement between Trimor LP and TCSI, dated February 1, 2012 and made as of June 5, 2012 (the "**TCSI Agreement**"), along with an amendment to the TCSI Agreement, which was executed on or around April 10, 2013.
7. Attached hereto as **Exhibit "B"** is a true copy of the broker agreement between Trimor LP and 1693926 Alberta Ltd. ("**169**"), dated September 24, 2012 and made as of June 5, 2012 (the "**169 Agreement**" and with the TCSI Agreement, the "**Broker Agreements**").
8. As set out in greater detail below, the Broker Agreements provide that any funds advanced to TCSI or 169 (collectively, the "**Broker**") by Trimor LP are to be held by the Broker in a segregated account and that such funds may not be utilized by the Broker for any purpose other than making loans to the Customers on behalf of Trimor LP.
9. Pursuant to the Broker Agreements, Trimor LP, as Financier (as that term is defined in the Broker Agreement), has currently placed with the Broker the amount of \$27,002,000 (the "**Trimor LP Funds**") for the sole purpose of the Trimor LP Funds being loaned to the Customers.
10. Attached hereto as **Exhibit "C"** is a true copy of a consolidated lender statement of account for January 2014 with respect to \$25,502,000 of the Trimor LP Funds advanced pursuant to the TCSI Agreement.
11. Attached hereto as **Exhibit "D"** is a true copy of a consolidated lender statement of account for January 2014 with respect to \$1,500,000 of the Trimor LP Funds advanced pursuant to the 169 Agreement.
12. Pursuant to the Broker Agreements, specific loan selection criteria must be met or specific approval by Trimor LP must be obtained, before any of the Trimor LP Funds are loaned.

13. Section 2.3 of the Broker Agreements provide that Trimor LP may provide notice to the Broker that funds held in the “float” should not be advanced by Broker to Customers and that Trimor LP is under no obligation to approve any particular loan or amount of loans. It specifically states:

2.3 LOAN SELECTION

Broker shall not present to Financier any proposed loan unless such loan and such Broker Customer meets the Loan Selection Criteria but Financier shall, subject to Section 2.2, be deemed to have approved a loan to any Broker Customer meeting such criteria. For greater certainty, *unless and until Broker has received written notice to the contrary* any of Financier’s funds then being held by the Broker as a “float” in anticipation of Loans may, where Financier approval is deemed to have been given hereunder, be advanced by Broker to Broker Customers on Financier’s behalf in accordance with 2.5.

...

Financier shall be under no obligation to approve any particular loan or amount of loans.

14. Pursuant to the Broker Agreements, the Trimor LP Funds are to be used for no other purpose than as set out in paragraph 2.10 of the Broker Agreement, which provides as follows:

2.10 USAGE OF LOAN ADVANCES

For greater certainty, funds from time to time advanced to Broker from Financier are solely intended to be utilized for the purposes of making advances to [Customers] on Financier's behalf as contemplated hereunder. Broker agrees that any funds not otherwise being held by the Broker as a "float" in anticipation of Loan approvals shall not, without the consent of Financier, be advanced or utilized for any other purpose.

15. As of January 2014, approximately \$4.7 million of the Trimor LP Funds were not being used to fund loans to Customers and were therefore as I understand to be held in trust by the Broker for the benefit of Trimor LP pursuant to the terms of the Broker Agreements.
16. TCSI has continuously assured Trimor LP that its funds were not used for any other purpose than advancing loans in accordance with Broker Agreements.
17. I have always believed and the Broker Agreements provide that all funds advanced by Trimor LP are to be held in the Designated Broker Bank Account, defined in paragraph 1.1(g) of the Broker Agreements as follows: "the bank account of Broker designated by Broker for the purposes of temporarily receiving funds from Financier (if loans are made by Financier way of cash advance) before they are advanced to a Broker Customer."
18. I have always believed and the Broker Agreements provide that all payments made by Customers on account of any loans made with the Trimor LP Funds are to be deposited into the Designated Financier Bank Account, defined in paragraph 1.1(h) of the Broker Agreements as follows: "the bank branch and account designated by Financier from time to time where (and into which) deposits of cash and cheques received from Broker Customers, in respect of such Financier funded loans, are to be cleared (deposited) to from to time."
19. Attached hereto as **Exhibit "E"** is a copy of a letter from Geoff Whitlam, on behalf of Trimor LP, to TCSI dated January 24, 2014 providing notice that the amount Trimor is prepared to fund is reduced to \$23,000,000 and requesting confirmation as to when the principal would be returned.
20. I understand that as a result of a court decision in Ontario in February 2014, TCSI can no longer advance payday loans in Ontario and I understand that TCSI has serious liquidity issues. Attached as **Exhibit "F"** are copies of Press Releases dated February 19, February 20 and March 28, 2014 concerning these events.
21. TCSI represented to Trimor LP that it would be making a payment to Trimor LP on March 28, 2014 which as I understand it should have included interest collected on loans made to Customers with Trimor LP Funds. TCSI has a long history of making such

payments when it represented it would do so, however the March 28, 2014 payment was not made to Trimor LP.

22. On April 4, 2014, Trimor LP sent a letter TCSI requesting an immediate and complete accounting of all loans facilitated by the Broker on Trimor LP's behalf and giving formal notice that Trimor was reducing the amount of funding made available under the Broker Agreements to zero. Attached hereto as **Exhibit "G"** is a copy of the letter dated April 4, 2014 from Kurt Soost, president of the General Partner, to TCSI.
23. On April 9, 2014, Trimor LP received a letter from Marc Wasserman of Osler Hoskin & Harcourt LLP, counsel to the Special Committee of the Board of Directors of The Cash Store Financial Services Inc. (the "**Cash Store Financial**") in response to Mr. Soost's April 4, 2014 letter. Attached hereto as **Exhibit "H"** is a copy of Mr. Wasserman's letter. The letter is very concerning to Trimor LP in that, contrary to the terms of the Broker Agreements and Trimor LP understanding and belief that TCSI was acting and always had acted in accordance with terms of the Broker Agreements, Mr. Wasserman advises that the funds collected from the Customers are comingled.
24. Attached hereto as **Exhibit "I"** is a true copy of an email from Brett Harrison of McMillan LLP, counsel for Trimor LP, to Mr. Wasserman dated April 12, 2014 stating that Trimor believes that any proceedings commenced under the *Companies Creditors' Arrangement Act* (the "**CCAA**") be commenced in Alberta and that any Initial Order made in such proceedings provide certain protections to Trimor LP.
25. In light of the Broker's many connections to Alberta, the Court of Queen's Bench of Alberta (the "**Alberta Court**") is the most convenient forum for a CCAA proceeding in respect of TCSI, the Cash Store Financial and any related entities. I am advised by Mr. Soost and I believe it to be true that:
 - a. the head office of both TCSI and the Cash Store Financial is in Edmonton, Alberta;
 - b. TCSI and the Cash Store Financial have material ongoing operations in Alberta;

- c. the providers of approximately \$41 Million in third party debt (including Trimor LP) are resident in Alberta and have, pursuant to broker agreements (including the Broker Agreements), attorned to the courts of the province of Alberta;
- d. the holder of at least \$5 Million of secured debentures is resident in Alberta; and
- e. there is a pending application for an injunction against TCSI and the Cash Store Financial brought by 0678786 B.C. Ltd. before the Alberta Court.

26. Attached hereto as **Exhibit "J"** is a copy of a notice dated April 13, 2014 from Trimor LP to the Brokers notifying the Brokers that:

- a. the Broker Agreements will not be renewed at the end of their term; and
- b. Trimor LP would no longer be deemed to have approved loans to the Customers in accordance with section 2.3 of the Broker Agreements.

27. I make this affidavit in support of the position of Trimor LP on this application and for no other purpose.

/ / MA

SWORN/~~AFFIRMED~~ BEFORE ME at the)
 City of Calgary, in the Province of Alberta,)
 this 13th day of April, 2014.)
 _____)
 (Notary Public in and for the Province of)
 Alberta))

 Erin Armstrong

Mitchell R. Allison
 Student-at-Law

TAB A

BROKER AGREEMENT

BETWEEN

TRIMOR ANNUITY FOCUST LIMITED PARTNERSHIP #5

AND

THE CASH STORE INC.

DATED: February 1, 2012

THIS IS EXHIBIT A REFERRED
TO IN THE AFFIDAVIT OF

Erin Armstrong

SWORN THE 13th DAY OF April 2014

M.A. Allison

A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law

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SCHEDULES:

Schedule "A" Loan Selection Criteria et. al.
Schedule "B" Loan Documentation & Funding Requirements
Schedule "C" Loan Services
Schedule "D" Loan Management Policies and Procedures Manual

BROKER AGREEMENT

This Broker Agreement made as of the 5 day of June, 2012,

BETWEEN:

Trimor Annuity Focus Limited Partnership #5, an Alberta corporation with offices in the City of **Calgary**, Alberta (hereinafter referred to as "**Financier**")

- and -

THE CASH STORE INC., an Alberta corporation with offices in the City of Edmonton in the Province of Alberta (hereinafter referred to as "**Broker**")

WHEREAS the Broker is in the business of acting as a broker for its customers in obtaining short term loans for its customers;

AND WHEREAS Financier is prepared to consider providing loans to the Broker's customers;

AND WHEREAS Financier and the Broker have entered into the within agreement for the advancement of loans to the Broker's customers;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1 INTERPRETATION

1.1 DEFINITIONS

In this Agreement and in the Schedules hereto, unless the context otherwise requires:

- a. "Applicable Law" means all applicable provisions of laws, statutes, rules, regulations, ordinances, official directives, treaties and orders of all Governmental Bodies (including those of constitutional, federal, provincial, state, local, municipal, foreign, international, and multinational origins) and judgments, orders and decrees of all courts, arbitrators, commissions, administrative tribunals, or bodies exercising similar functions (including the principles of common law resulting therefrom);
- b. "Broker Customer" means a customer of Broker who retains Broker to find a lender for a loan to the customer;
- c. "Broker Fees" means the fees charged to Broker Customers by the Broker in consideration of arranging Loans to the Broker Customers.

- d. "Broker Services" means all services to be provided by Broker to Financier as provided for in this Agreement, including without limitation, the satisfaction of Documentation & Funding Requirements, and the provision of Loan Services and Maintenance and Facilitation Services;
- e. "Business Day" means a day other than a day directed by the *Bills of Exchange Act* (Canada) to be observed as a legal holiday or non-juridical day;
- f. "Confidential Material" means all plans, specifications, drawings, sketches, models, samples, data, computer programs, documentation, and other technical and business information, in written, graphic or other form, relating to Financier's or Broker's business, plans or products;
- g. "Designated Broker Bank Account" means the bank account of Broker designated by Broker for the purposes of temporarily receiving funds from Financier (if loans are made by Financier way of cash advance) before they are advanced to a Broker Customer;
- h. "Designated Financier Bank Account" means, the bank branch and account designated by Financier from time to time where (and into which) deposits of cash and cheques received from Broker Customers, in respect of such Financier funded loans, are to be cleared (deposited) to from time to time;
- i. "Documentation & Funding Requirements" means Financier's requirements for: (i) collection (from or in respect of each Broker Customer and proposed loan) of documents and information, (ii) verification or the delivery and communication of such documents and information to Financier by Broker before any loan is advanced using Financier's funds or credit, the current requirements of Financier being set out in Schedule "B" (but which Schedule may be changed, subject to Broker's consent, by Financier from time to time on 30 days written notice to Broker), and (iii) the funding of the Loans;
- j. "Government Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Applicable Law;
- k. "Governmental Body" means any (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature;
- l. "Loan" means a loan made by Financier to a Broker Customer which has been facilitated by the Broker in accordance with this Agreement and includes, for greater certainty, a loan made through virtual or electronic locations accessed by Broker Customer's on line or through other electronic means;
- m. "Loan Facilitation Services" means assisting Broker's customers applying for loans, satisfying the Documentation and Funding Requirements and assisting Broker's Customers efforts in repaying any Loan;

- n. "Loan Services" means the services and activities for: (i) collection of principal and interest on Loans from Broker Customers in the normal course (and forwarding same to Financier for repayment of the principal and interest owing on Loans), (ii) the contacting of Broker Customers for reminder and other purposes, and (iii) the delivery of documents and information to Financier as established by Financier from time to time, the current requirements being set out in Schedule "C" (which Schedule may be amended from time to time only by mutual written agreement of Financier and Broker);
- o. "Loan Selection Criteria" means the criteria that Broker must assure any loan presented to Financier for consideration satisfies, the current criteria of Financier being set out in Schedule "A" (but which Schedule may be changed, subject to Broker's consent, by Financier from time to time on 30 days written notice to Broker);
- p. "Maintenance and Facilitation Services" means ongoing services of the Broker in the facilitation, improvement, and development of Brokers delivery of the Loan Services and and the provision thereof including, but not limited to, business form development, software development, web site hosting and development, policy development, product development, marketing, staff training and professional development, credit card and bank account services.
- q. "Party" means a party to this Agreement;
- r. "Person" means any individual, body corporate, partnership, trust, trustee, executor, administrator, legal representative, unincorporated organization, union, or Governmental Body;
- s. "Principal Contact" means each individual designated in writing by Financier who is authorized to make decisions and provide instructions on behalf of Financier from time to time, the current individual being set out in Schedule "A";
- t. "Records" means all agreements, documents, writings, papers, computer files, books of account and other paper or electronic records relating to or being records of any Loan or Loan application or relating to any Broker Customer including, without limitation, any computer programmes and software, text or data files, disks, tapes and related operator manuals containing or pertaining to those records;
- u. "Recorded Debt" means the amount of principal and accrued interest on a Loan (a) with all payments received from the corresponding Broker Customer in payment of such principal and interest deducted from the amount outstanding, (b) but adding back any such payments that have already been reversed at the time of calculation.
- v. "Regulated Jurisdiction" means a province that has been designated by the Governor in Council for the purposes of section 347.1 of the Criminal Code (Canada).
- w. "Representatives" means with respect to a Person all of such Person's directors, officers, employees, consultants, counsel, auditors, representatives, advisors or agents ("Insiders") and all of such Person's Affiliates and franchisees and their respective Insiders;
- x. "Term" means the period from the effective date of this Agreement until the earlier of: (i) the end of the later of the Initial Term and, if applicable, the last of any Renewal Periods

as provided for in Section 6.2; and (ii) the date of any termination pursuant to Section 6.3;

"This Agreement", "herein", "hereto", "hereof" and similar expressions mean and refer to this Broker Agreement and any agreement amending this Broker Agreement;

1.2 HEADINGS

The expressions "Article", "Section", "Subsection", "Clause", "Subclause", "Paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

1.3 INTERPRETATION NOT AFFECTED BY HEADINGS

The division of this Agreement into Articles, Sections, Subsections, Clauses, Sub clauses and Paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

1.4 PARTY DRAFTING AGREEMENT

The Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

1.5 GENDER AND NUMBER

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

1.6 SCHEDULES

There are appended to this Agreement the following Schedules pertaining to the following matters:

- Schedule "A" - Loan Selection Criteria, et al.
- Schedule "B" - Loan Documentation & Funding Requirements
- Schedule "C" - Loan Services
- Schedule "D" - Loan Management Policy & Procedure Manual

ARTICLE 2
LOAN AMOUNTS, SELECTION, DOCUMENTATION AND MANAGEMENT

2.1 **FINANCIER AGREEMENT WITH BROKER**

In consideration of the Financier providing Loans to Broker Customers as and when it elects to do so the Broker agrees to provide Broker Services under and subject to the terms hereof at and from such locations as Broker deems fit.

2.2 **LOAN AMOUNT LIMIT(S)**

Financier may determine the total amount that Financier is prepared to fund on an ongoing basis to the Broker Customers. This limit may be re-established by Financier upon 120 days written notice to the Broker.

2.3 **LOAN SELECTION**

Broker shall not present to Financier any proposed loan unless such loan and such Broker Customer meets the Loan Selection Criteria but Financier shall, subject to Section 2.2, be deemed to have approved a loan to any Broker Customer meeting such criteria. For greater certainty, unless and until Broker has received written notice to the contrary any of Financier's funds then being held by the Broker as a "float" in anticipation of Loans may, where Financier approval is deemed to have been given hereunder, be advanced by Broker to Broker Customers on Financier's behalf in accordance with 2.5. When seeking to find a lender willing to lend to a Broker Customer, Broker shall not be under any obligation to present any loan to Financier but rather Broker reserves the right to select among all potential lenders available to the Broker. No loan shall be advanced to a Broker Customer using funds of Financier that does not meet the Loan Selection Criteria unless specifically approved by Financier. Financier's approval may be obtained by such methods and procedures as are established by Financier, and consented to by Broker, from time to time and may include (without limitation):

- a. by telecopy or email from Financier's Principal Contact;
- b. by application of formulas or scoring criteria approved and provided by Financier where Financier indicates that if certain thresholds or scores are met for a proposed loan then Financier approves the loan;
- c. by operation of software (either operated on Broker's computer system or operated on Financier's or Financier's agent's computer system with information input remotely by Broker) where, after Broker inputs all of the relevant data, the software automatically makes the decision to approve or disapprove on Financier's behalf;
- d. from a designated agent or service bureau of Financier designated for the purposes of this Agreement, using any of the foregoing methods;
- e. Other means as determined by Financier and consented to by Broker.

Financier shall be under no obligation to approve any particular loan or amount of loans.

2.4 **LOAN DOCUMENTATION & FUNDING REQUIREMENTS**

For each Loan that has been approved or deemed approved by Financier, Broker shall be responsible for obtaining and recording the documents and information included in the Documentation & Funding Requirements. Broker's obligation to satisfy the Documentation & Funding Requirements shall continue after the expiration of the Term with respect to Loans approved prior to the expiration of the Term. Broker shall be responsible for out of pocket expenses incurred by Broker in connection with performance of the Loan Documentation & Funding Requirements.

2.5 LOAN FUNDING BY FINANCIER

Once a Loan has been approved by Financier, Financier may fund the amount of the Loan in any of the following ways:

- a. by arranging for the amount of the Loan to be advanced by cheque or electronic funds drawn by Financier directly in favour of the Broker Customer (Financier will have up to 3 Business Days to arrange for issuance of a cheque or electronic funds transfer);
- b. by wire transfer of funds to the Designated Broker Bank Account (for redirection/payment to, or for the benefit of, the Broker Customer);
- c. by cheque drawn by Financier payable to Broker for deposit to the Designated Broker Bank Account (for redirection/payment to, or for the benefit of, the Broker Customer);
- d. by Financier arranging through Broker for delivery of a cash card or other value card for use by the Broker Customer with an advance limit equal to the authorized amount of the Loan.

Broker shall assure that Broker's systems accommodate the funding method described in paragraph (a) and shall assure that this option is made available to a Broker Customer. Financier, with the consent of the Broker, shall determine which (if any) of the funding methods described in (b), (c) and (d) shall also be made available to Broker Customers. The method of funding (as among the foregoing alternatives) shall be determined by the agreement entered into between Financier and the Broker Customer

At the direction of Broker, Financier shall divide loan advances into two portions, one portion (the "Broker Portion") being equal to the Broker's Fees for that Broker Customer (as stipulated to Financier by Broker) for that Loan and Financier shall pay the Broker Portion in such of the above manners as Broker may direct. Broker warrants to Financiers that all necessary authorities from Broker Customers to advance funds in that fashion and to direct payment of that portion of the Loan to the Broker will have been obtained.

A Loan funded using the method described in (d) shall be deemed to be advanced (for purposes of disclosure documents with the Broker Customer) by Financier on the date that cash card or other value card has an advance limit added to it (i.e. the date the funds become usable by the Broker Customer).

2.6 LOAN SERVICES

For each Loan that has been approved and funded by Financier, Broker shall provide the Loan Services. Broker's obligation to provide the Loan Services shall continue after the expiration of the Term with respect to all Loans approved prior to the expiration of the Term. Broker shall be responsible for paying all expenses necessary in connection with performance of the Loan Services. Notwithstanding the foregoing, and for greater certainty, except as otherwise expressly provided hereunder the type and degree of Maintenance and Facilitation Services to be provided hereunder are as determined in the sole discretion of the Broker.

2.7 SYSTEM INTEGRITY

Broker covenants that during the Term (and after the Term in respect of Loans not yet collected in full before expiry of the Term) all of the Broker's equipment, software, practices and procedures utilized and applied on connection with the Broker Services shall be configured and operated in accordance with all reasonable procedures for assuring integrity of the security of the system including, without limitation, those dealing with (i) the notification of internet or web site passwords for access to information and (ii) dealing with the collection, entry and communication of Broker Customer information to Financier;

2.8 LOAN MANAGEMENT POLICY & PROCEDURES MANUAL

To provide further assistance to Broker's Customers in respect of Loans and to encourage Financier to consider making Loans to Broker's Customers, Broker agrees that it shall follow the procedures set out in the Loan Management Policy and Procedures manual established from time to time, the current agreed form of which is set out in Schedule "D". It is agreed that the Broker is authorized to amend or otherwise modify Schedule "D" from time to time provided the Broker will ensure that the manual, at a minimum, meets the requirements of this Agreement. However, to the extent that there is a direct conflict between the requirements set out in Schedule "D" and the other provisions of this Agreement (including the other schedules of this Agreement as amended from time to time), the provisions of this Agreement and the other schedules shall govern.

2.9 EXCHANGING LOANS BETWEEN LENDERS

Notwithstanding any other provision hereof, Broker may at any time and from time to time as attorney for and on behalf of the Financier (which said limited power of attorney Financier hereby grants), and in the normal course without notice to Financier, assign one or more Loans owed to the Financier (the "Exchanged Financier Loans") to one or more of Broker's other lenders or to the Broker itself ("Other Lenders") provided:

- (a) Broker has, in its capacity as attorney for the Other Lenders assigned to Financier (or has obtained from the Other Lenders an assignment or assignments to Financier) other loans owed to the Other Lenders from Broker Customers (the "Exchanged Other Lender Loans");

- (b) The Exchanged Other Lender Loans have a value, inclusive of accrued interest, that equals or exceeds the accrued value, inclusive of accrued interest, of the Exchanged Financier Loans (or to the extent that there is any material shortfall in that regard, that Other Lender receiving the assignment has been repaid a cash amount equal to such difference);
- (c) None of the Exchanged Other Lender Loans are then in default or, if any are in default, the aggregate amount of such loans in default do not exceed in amount the Exchanged Financier Loans then in default;
- (d) All Exchanged Other Lender Loans meet the Loan Selection Criteria; and,
- (e) Broker amends its records accordingly so that from and after such assignment all Exchanged Other Lender Loans and all receipts and dealings with Exchanged Other Lender Loans are accounted for, and in all other respects treated, as Loans made by Financier.

2.10 USAGE OF LOAN ADVANCES

For greater certainty, funds from time to time advanced to Broker from Financier are solely intended to be utilized for the purposes of making advances to Broker Customers on Financier's behalf as contemplated hereunder. Broker agrees that any funds not otherwise being held by the Broker as a "float" in anticipation of Loan approvals shall not, without the consent of Financier, be advanced or utilized for any other purpose.

2.11 Regulated Jurisdictions

- (a) In Regulated Jurisdictions, loans may be made to Broker Customers upon the following terms:
 - (i) Provided that the loans been done in compliance with the laws and regulations of the Regulated Jurisdiction, Broker may make loans to Broker Customers in a Regulated Jurisdiction and may fund such loans from the funds otherwise available for loans hereunder, including funds held by Broker as a "float" in anticipation of loan approvals.
 - (ii) Broker shall be the lender of record and shall in the first instance make the loan to the Broker Customer on Broker's own behalf as Lender on its own behalf and not as agent for Financier.
 - (iii) Broker shall promptly thereafter assign to Financier the entirety of the loan and the Broker's interest therein and shall thereafter deal with, collect, maintain and enforce such loan on Financier's behalf in all respects (subject to the provisions of this section 2.12 and subject to additional requirements or restrictions as may be imposed by any applicable laws and regulations of the Regulated Jurisdiction) as though it was any other loan made hereunder.

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- (iv) Broker shall in respect of each such loan, pay to Financier a loan participation fee in an amount equal 59% per annum of the principal of all loans collected for the agreed term of the loan, (calculated, for greater certainty, before deduction therefrom of Brokers own fees to the Customer) or at such other rate as Broker and Financier may from time to time agree to within the reporting provided to the Financier on a monthly basis.
 - (v) In the absence of the execution of any formal assignment of the loan to Financier as contemplated hereunder, any such loan shall be deemed to have been assigned to Financier immediately after advance to the Broker Customer without the requirement of further documentation evidencing or affecting the same.
 - (vi) It is anticipated that variations to the within terms may be required from time to time to better facilitate the foregoing and/or to accommodate the rules and regulations of particular Regulated Jurisdictions in which event the same shall, at Broker's discretion, be included in the terms of section 2.12 provided that doing so has no material adverse impact upon, and imposes no additional liabilities or obligations upon Financier.
- (b) The provisions of this Agreement, including section 2.12, are subject to any further or additional agreements respecting loans in Regulated Jurisdictions as Broker and Financier may agree to from time to time.

ARTICLE 3 **REPRESENTATIONS AND WARRANTIES**

3.1 REPRESENTATIONS AND WARRANTIES OF BROKER

Broker makes the following representations and warranties to Financier (which representations are provided as a material inducement for Financier entering into this Agreement and may be relied upon by Financier):

a. Broker is a corporation duly incorporated, organized and validly existing under the laws of the jurisdiction of its incorporation, is authorized to carry on business in all jurisdictions in which the Broker Services are provided and has all necessary corporate power to carry on its business as such business is now being conducted;

b. Broker is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

c. Broker has not initiated proceedings with respect to compromise or arrangement with its creditors or for its winding up, liquidation or dissolution and no receiver has been appointed in respect of Broker or any of Broker's assets and no execution or distress has been levied against any of Broker's assets;

d. the execution, delivery and performance of this Agreement by Broker has been duly and validly authorized by any and all requisite corporate, shareholders' and directors' actions;

e. the execution, delivery and performance of this Agreement by Broker will not (directly or indirectly or with or without notice or lapse of time) result in any violation of, be in conflict with, contravene, or constitute a default under (i) any organizational document of Broker, or (ii) any resolution adopted by the board of directors or the shareholders of Broker;

f. the execution, delivery and performance of this Agreement will not (directly or indirectly or with or without notice or lapse of time) result in any violation or breach of, be in conflict with, contravene, constitute a default under, give any Person the right to declare a default or to exercise any remedy or to accelerate the maturity or performance of, or to cancel, terminate or modify, any agreement or document to which Broker is party or by which Broker is bound;

g. this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Broker enforceable against Broker in accordance with their terms;

h. Broker is not under any obligation, contractual or otherwise, to request or obtain the consent or other action of any person, and no Government Authorizations of or notifications to any Governmental Body are required to be obtained by Broker in connection with the execution, delivery or performance by Broker of this Agreement or the completion of any of the transactions contemplated herein; and,

i. Broker, if required, is a registrant for the purposes of the goods and services tax provided for under the *Excise Tax Act (Canada)*.

j. Broker acknowledges that Financier has entered into this Agreement in full reliance on these representations and warranties. These representations shall be deemed to be made again each time a new Loan proposed by Broker is funded by Financier. Any investigations made at any time by or on behalf of Financier shall not diminish in any respect whatsoever Financier's right to rely on the representations and warranties of this Agreement.

3.2 REPRESENTATIONS AND WARRANTIES OF FINANCIER

Financier makes the following representations and warranties to Broker (which representations are provided as a material inducement for Broker entering into this Agreement and are intended to be relied upon by Broker):

a. Financier is a corporation duly organized and validly existing under the laws of the jurisdiction its incorporation, is authorized to carry on business in all jurisdictions in which the Broker Services are provided and has all necessary corporate power to carry on its business as such business is now being conducted;

b. Financier is not an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada);

c. Financier has not initiated proceedings with respect to compromise or arrangement with its creditors or for its winding up, liquidation or dissolution and no receiver has been

appointed in respect of Financier or any of Financier's assets and no execution or distress has been levied against any of Financier's assets;

d. the execution, delivery and performance of this Agreement by Financier has been duly and validly authorized by any and all requisite corporate, shareholders' and directors' actions;

e. the execution, delivery and performance of this Agreement by Financier will not (directly or indirectly or with or without notice or lapse of time) result in any violation of, be in conflict with, contravene, or constitute a default under (i) any organizational document of Financier, or (ii) any resolution adopted by the board of directors or the shareholders of Financier;

f. the execution, delivery and performance of this Agreement will not (directly or indirectly or with or without notice or lapse of time) result in any violation or breach of, be in conflict with, contravene, constitute a default under, give any Person the right to declare a default or to exercise any remedy or to accelerate the maturity or performance of, or to cancel, terminate or modify, any agreement or document to which Financier is party or by which Financier is bound;

g. this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Financier enforceable against Financier in accordance with their terms; and,

h. Financier, if required, is a registrant for the purposes of the goods and services tax provided for under the *Excise Tax Act (Canada)*.

Financier acknowledges that Broker has entered into this Agreement in full reliance on these representations and warranties. These representations shall be deemed to be made again each time a new Loan proposed by Broker is funded by Financier. Any investigations made at any time by or on behalf of Broker shall not diminish in any respect whatsoever Broker's right to rely on the representations and warranties of this Agreement.

ARTICLE 4 **CONFIDENTIALITY PROVISIONS**

4.1 PROTECTION OF INFORMATION

All Confidential Material and information respecting each Party shall be retained in confidence by the other Party and used only for the purposes of this Agreement. However, the restrictions on disclosure and use of information in this Agreement shall not apply to Confidential Material or information to the extent it:

- a. is or becomes publicly available through no act or omission of the other Party or the other Party's Representatives;
- b. is subsequently obtained lawfully from a third party, which, after reasonable inquiry, the other Party does not know to be bound to the first Party to restrict the use or disclosure of such information;
- c. is already in the Other Party's possession at the time of disclosure, without restriction on disclosure; or

- d. is required to be disclosed pursuant to any Applicable Laws or as a result of the direction of any court or regulatory authority having jurisdiction provided that reasonable advance notice of disclosure is provided to the first Party prior to other Party complying with the disclosure requirements.

The obligations of the Parties pursuant to this Article are in addition to and not in substitution for the obligations of the Parties under: (i) any confidentiality agreement made between them or (ii) otherwise implied by Applicable Laws.

ARTICLE 5 **INSPECTIONS & AUDITS**

5.1 INSPECTIONS & AUDITS

Financier shall have the right, at any time upon written demand made by Financier to Broker, to inspect, during normal business hours, all Records (wherever located). Qualified third party consultants, as determined by Financier at Financier's sole discretion, may be employed by Financier for the purpose of any such inspection. Broker shall have the right, as a condition of such inspection, to require any such consultants to execute such form of confidentiality agreement as Broker may reasonably require and in any event such consultants shall be deemed to acting as agents for and on behalf of Financier for purposes of Article 4 hereof. The cost of any such inspection shall be the sole responsibility of Financier and any such consultant so employed will be required to create reports, which are accessible only to Financier and if permitted by Financier, Broker.

ARTICLE 6 **TERM OF AGREEMENT**

6.1 INITIAL TERM

Unless terminated earlier pursuant to the provisions of this Agreement, the initial term of this Agreement will be for the period commencing on the date of this Agreement and ending XX year(s) thereafter (the "**Initial Term**").

6.2 RENEWAL OF TERM

Unless one Party has provided a written termination notice to the other Parties pursuant to the next Section, the term of this Agreement shall be automatically extended for a further XX period (a "**Renewal Period**") after the end of the Initial Term or current Renewal Period (as applicable) without any further action or confirmation required from either Party.

6.3 TERMINATION NOTICE AT END OF CURRENT TERM

Either Party may notify the other Party that the Term of this Agreement will not be automatically extended at the end of the then current Initial Term or Renewal Period but will terminate at the end of such period, by delivering an unconditional written notice to the other

Party not less than 90 days before the end of such period stating that the Party is irrevocably electing to not renew the term of this Agreement.

6.4 OBLIGATIONS OF BROKER AT END OF TERM

Upon the ending of the Term:

a. Unless Financier determines to appoint a new broker (as contemplated by Subsection 6.4(b)), Broker shall continue to provide the Broker Services with respect to all Loans still outstanding as at the end of the Term;

b. If Financier notifies Broker that Financier is designating a new broker to handle the Loan portfolio (or Financier is going to administer the Loan portfolio directly or sell the Loan portfolio) and demands that Broker deliver the Records related to the Loan portfolio, Broker shall, unless and to the extent that the Broker elects to otherwise transfer the same under Section 2.10, immediately deliver to Financier (or the new broker or owner designated by Financier) all original Records related to all Loans and copies of all electronic files containing information relating to the Loans. Financier (or any new broker or owner) shall be entitled to contact and carry out such realization actions against the borrowers of the Loans which Financier (or any new broker or owner) determines in its complete discretion. The exercise by Financier of this right shall not diminish Financier's right to recover from Broker as a result of breaches of this Agreement by Broker and to recover from Broker under the indemnities set out in Article 7 (if applicable)

Notwithstanding that the Term of this Agreement expires or ends pursuant to this Section, Financier and Broker shall continue to be liable for all duties, obligations, and responsibilities respectively incurred by each of them pursuant to this Agreement which are not specifically indicated to (i) only be effective during the Term or (ii) terminate upon expiry of the Term.

6.5 OBLIGATION OF FINANCIER AT END OF TERM

Upon the ending of the Term, Financier shall continue to communicate with the Broker in the normal course in order to facilitate Broker continuing to provide the Broker Services in respect of Loans still outstanding as of the end of the Term.

ARTICLE 7 **BROKER INDEMNITY PROVISIONS & SUBORDINATION**

7.1 INDEMNITY OF FINANCIER BY BROKER

Broker shall indemnify and save harmless Financier and its officers and directors from and against all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements including any and all reasonable legal and advisor fees and

disbursements of whatever kind or nature (referred to herein as a "Loss") which may at any time be suffered by, imposed on, incurred by or asserted against Financier or its said officers and directors by reason of or arising from any breach by the Broker of its obligations hereunder provided, however, that such liability to and indemnification of Financier shall not extend to include any part of the Loss, if any, directly arising from or caused or contributed to by the negligence or other wrongful acts of Financier, Financier's Representatives or by any breach of this Agreement by Financier. For greater certainty, Broker shall not be required to indemnify Financier for losses Financier may suffer on account of the default in payment (in whole or part) of a Loan made to a Broker Customer provided that: (i) in causing the Loan to be made, the Broker complied with the Loan Selection Criteria, and (ii) the default in payment did not arise out of the Broker improperly performing the Broker Services.

Notwithstanding the foregoing, if: (i) any Loan is not paid in full to Financier and (ii) it is determined that the reason for the Loan not being paid in full is failure of Broker to properly perform the Broker Services for such Loan in the manner described herein, Broker shall (if it has not already purchase such Loan under Section 2.10 hereof, in which event the associated Loss shall be deemed to be nil) pay to Financier the full amount of the original principal amount of the Loan which then remains outstanding, as full and final compensation hereunder for failure of Broker to provide Broker Services as agreed to within this Agreement provided further however that, upon payment of such compensation Financier shall be deemed to have assigned such Loan to Broker.

Broker is responsible for implementing and exercising security precautions to control access to the systems used to provide the Broker Services including the handling of all funds received from or payable to Financier.

Notwithstanding any other provision hereof, the Parties acknowledge that uncertainties in the law applicable to Loans exist and arise from time to time and it is consequently acknowledged and agreed that no liability shall attach to the Broker under this Section 7.1 or elsewhere under this Agreement in respect of any Loss where the same has arisen in consequence of any act or omission of the Broker in reliance upon any bona fide interpretation of Applicable Law or upon the advice of legal counsel.

7.2 SUBORDINATION BY BROKER IN FAVOUR OF FINANCIER

If a Broker Customer defaults in a payment to Financier in respect of a Loan and if the Broker collected or collects any amounts from the Broker Customer ("**Realization Proceeds**") then the Broker shall be entitled to retain out of such proceeds the lesser of: (a) 30% of the Realization Proceeds, or (b) the actual outstanding amount owing to the Broker for Broker's fees and charges from that Broker Customer in respect of that particular Loan. The remaining 70% of the proceeds shall be held by Broker for Financier and remitted to Financier. The Broker will continue to attempt collection of any outstanding Broker Customer balance until such time as the account is paid in full or the account is turned over to a Third Party Collection Agency.

ARTICLE 8

GENERAL

8.1 FURTHER ASSURANCES

Each Party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

8.2 ENTIRE AGREEMENT

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

8.3 GOVERNING LAW

Financier recognizes that while Loans and their associated agreements may be made in, be entered into, or be governed by, the laws of other jurisdictions, the majority of Broker Services and other services provided by Broker to Financier will necessarily be performed at or from Broker's offices in the Province of Alberta and that accordingly the appropriate law most appropriate to this Agreement shall be the law of the Province of Alberta. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

8.4 ASSIGNMENTS & ENUREMENT

This Agreement may not be assigned by either Party without the prior written consent of the other Party. However, Financier may assign/sell all (or parts) of Financier's rights in respect of the Loan portfolio (and related Records) to such Person(s) and for such price as determined by Financier with the prior written consent of Broker. This Agreement shall be binding upon and shall endure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

8.5 RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the Parties, or any other third party, to create the relationship of partnership, agency, or joint venture or an association for profit between Financier and Broker, it being understood and agreed that neither the method of computing compensation nor any other provision contained herein shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting for services. Except as expressly provided in the Agreement,

neither Party has, nor held itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.

Broker is not authorized to execute any document or agreement on behalf of Financier under this Agreement or in connection with the provision of the Broker Services.

8.6 TIME OF ESSENCE

Time shall be of the essence in this Agreement.

8.7 NOTICES

Any notice required to be given by either Party to the other must be in writing, and must be delivered by hand delivery, courier, mail, telecopy, email, or other means of electronic communication to the respective address (or telecopy number or email address) as set out below. Any such notice will be deemed to have been delivered:

- on the date of hand delivery or courier, if delivered personally or by courier;
 - a. 5 Business Days after delivery thereof if delivered by regular mail (if mailed within Canada); or
 - b. twenty-four (24) hours after delivery thereof if delivered by telecopy or email.

Any notice of change of address or facsimile number may be given in the same manner.

Financier - Trimor Annuity Focus Limited Partnership #5
Suite 1550, 335 – 8th Ave. SW
Royal Bank Building
Calgary, AB
T2P 1C9
Attention: Erin Armstrong
Fax: (403) 218-6376

Broker - 17631—103rd Avenue
Edmonton, Alberta
T5S 1N8
Attention: Gordon J. Reykdal
Fax: (780) 443-2653

8.8 INVALIDITY OF PROVISIONS

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.9 WAIVER & APPROVALS

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provision of this Agreement (other than deemed waivers pursuant to the specific terms of this Agreement), including without limitation, this Section shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Party making such waiver. For greater certainty, any waiver, consent, variation, approval or amendment from any Party shall be deemed sufficiently given in writing if such writing is in the form of electronic mail, electronic messaging or other electronic means that is capable of being retained by the recipient thereof.

8.10 AMENDMENT

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party except for unilateral amendments by Financier to contents of certain schedules attached hereto where such unilateral amendment is specifically permitted in the body of this Agreement.

8.11 PUBLIC ANNOUNCEMENTS

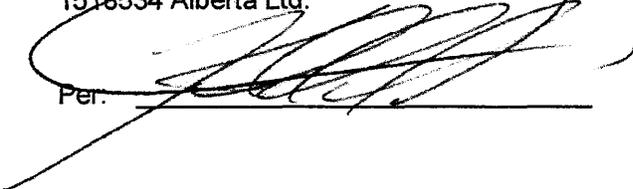
Each Party shall not release any information concerning this Agreement and the transactions herein provided for, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information to any Governmental Body or to the public if required by Applicable Law, provided that the Parties shall advise each other in advance of any public statement which they propose to make. Broker covenants and agrees that Financier's name will not be used or disclosed in any public disclosures made by Broker or Broker's parent corporation.

8.12 COUNTERPART EXECUTION

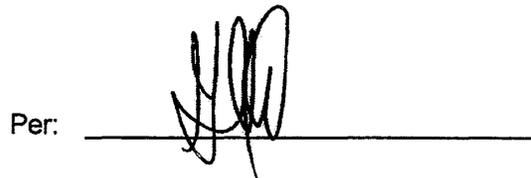
This Agreement may be executed in counterpart, no one copy of which need be executed by Financier and Broker. A valid and binding contract shall arise if and when counterpart execution pages are executed and delivered by each of the Parties.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as of the date first above written.

FINANCIER: ~~Trimor Annuity Focus Ltd.~~
~~Partnership #5~~ by its general partner
1518534 Alberta Ltd.

Per: 

THE CASH STORE INC.

Per: 

THIS PAGE COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A
BROKER AGREEMENT

LOAN SELECTION CRITERIA, ET. AL.

**(Note: The contents of this Schedule may be changed, subject to Broker's consent, by
Financier from time to time on 30 days written notice to Broker.)
(Amendments to this Schedule only take effect with respect to Loans initiated after the
amendment to the Schedule)**

Loan Selection Criteria for Most Loans

1. A Loan shall not be made if after making the Loan the aggregate Recorded Debt for Loans would exceed the applicable maximums specified in this Schedule "A".
2. The interest rate charged on the loan shall be 59% per annum (or such other amount as may be agreed to by the Parties from time to time) or as determined by provincial regulations calculated excluding date of funding until accrued debt is paid in full, has been identified as an insurance claim, is written-off, has been placed with a credit counselling agency or is otherwise governed by applicable law.
3. The gross amount of the loan shall not be more than seventy per cent (70%) of the Broker Customer's net take home pay after all deductions as determined from the most recent pay stub or bank statement provided by the Broker Customer. (Note: This criterion is not applicable to loans secured against vehicles.)
4. The term of the loan (i.e. the time between funding and the due date) shall not be more than the lesser of the Broker Customer's next pay date and 18 days. (Note: This criterion is not applicable to loans secured against vehicles or Signature Loans.)
5. The Broker Customer must be an individual (i.e. not a corporation or other legal entity). (Note: This criterion is not applicable to loans secured against vehicles).
6. The Broker Customer must be at least 18 years old and the legal age for contracting purposes in the jurisdiction in which the Broker Customer is resident.
7. The Broker Customer must have evidence of employment or other income immediately preceding the date of application or in the case of signature loans please see below.
8. The Broker Customer must have evidence that the Broker Customer has an active bank account with a branch of a financial institution located within Canada. (Note: This criterion is not applicable to loans secured against vehicles.)
9. If the Broker Customer has indicated employment income is direct deposited then, the account statements provided by the Broker Customer should indicate that the payments being received from the current employer are being deposited to the bank account.

Broker shall be responsible for monitoring and assuring that the foregoing criteria are satisfied.

Additional/Special Requirements for Title Advance Loans to Be Secured Against a Motor Vehicle:

1. The amount of the loan shall not be more than 25% of the motor vehicle's "black book rough value" as indicated on the CanadianBlackBook.com website. Vehicles not listed on such web site may be used as collateral only if alternative resources such as such as Trader.ca, ebay, Adesa online are used. Industry contacts may be used only if the contact will provide written appraisal of the value of the collateral.
2. The term of the loan (i.e. the time between funding and the due date) shall not be more than 35 days.
3. A registration history search (i.e. vehicle information report) or another valid vehicle registration document against the Vehicle Identification Number must indicate that the vehicle has been registered within the province where the vehicle is located for not less than 14 days and confirm that the Broker Customer is the last registered owner indicated in the records.
4. The vehicle must be insured within provincial law; including collision and comprehensive coverage (glass coverage may be excluded).
5. The PPSA searches against both (1) the Vehicle Identification Number and (2) the full legal name of the Broker Customer (including all inexact matches which should be selected and printed as part of the search result) do not disclose any registration of any type other than:
 - (a) registrations which are clearly against a person who is not the Broker Customer (Broker shall bear the responsibility for making this determination and shall indemnify Financier if Broker incorrectly concludes that a registration does not apply to the Broker Customer);
 - (b) registrations which are against specific items of household furniture or equipment (and proceeds of same) and claim no other interests in other collateral; and
 - (c) registrations which are clearly against a vehicle which is not the Broker Customer's vehicle and does not include a claim for any form of "proceeds" (Broker shall bear the responsibility for making this determination and shall indemnify Financier if Broker incorrectly concludes that a registration does not apply to the vehicle).

The vehicle identification number for the purposes of carrying out the search shall be established using the original current provincial registration and shall be confirmed by a physical inspection of the vehicle by Broker's employees. The legal name of the Broker Customer for the purposes of carrying out the search shall be established using the applicable identification mandated by Section 20(7) of the Alberta PPSA regulations or applicable equivalent regulations in another province or territory.

6. The vehicle must be brought to a representative of the Broker at the time of the loan application or when funds are advanced.

Broker shall be responsible for monitoring and assuring that the foregoing criteria are satisfied.

Additional/Special Requirements for Signature Loans:

1. A Signature Loan is a loan to a customer who is generally but not limited to someone on a fixed monthly income. Examples include, but are not limited to, Family Allowance, Widow's Allowance, Canada Pension, Old Age Security, Worker's Compensation, Disability Pension or Social Assistance.
2. The gross amount of the loan shall not be more than 70% of the Broker Customer's fixed income pay (as determined from the most recent cheque provided by the Broker Customer), subject to any applicable federal or provincial legislation.
3. The term of the loan shall not be more than 35 days.
4. The Broker Customer must have evidence of continuous payments of fixed monthly income for one (1) month immediately preceding the date of application.

THIS PAGE COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A
BROKER AGREEMENT

LOAN DOCUMENTATION & FUNDING REQUIREMENTS

**(Note: The contents of this Schedule may be changed, subject to Broker's consent, by
Financier from time to time on 30 days written notice to Broker.)
(Amendments to this Schedule only take effect with respect to Loans initiated after the
amendment to the Schedule)**

The following documents (and requirements related to those documents) should be obtained by Broker for each Loan that Financier approves to the extent only however that Broker determines is economic and practical. Most of these requirements must be satisfied before funds are requested from Financier and before the loan is funded. If Broker is unable to satisfy most of the following requirements (although, for greater certainty, not all are required) then the loan must not be presented to Financier (even if the Loan Selection Criteria were otherwise satisfied).

Documentation Requirements for All Loans:

1. A Broker Retainer Agreement signed by the Broker Customer evidencing Broker Customer's retainer of Broker to find and select a lender for Broker Customer and to provide the Loan Facilitation Services for the Broker Customer.
2. A Loan Application Form in form reasonably satisfactory to (or otherwise previously approved by) Financier signed by the Broker Customer. The Loan Application Form must be fully executed.
3. A Disclosure Document in form(s) satisfactory to (or otherwise previously approved by) Financier, setting out for the proposed loan all payments that will be required to be made by the Broker Customer including the repayment of principal and interest. This document(s) will include the names of both Financier and Broker identifying which payments are made to Financier and which are made to the Broker. Broker shall assure that this document(s) includes all required disclosures under Applicable Law (including without limitation under federal interest laws and provincial cost of credit legislation).
4. A photocopy of one piece of identification which could include at least one government issued photo identification. The Broker Customer's photo identification may include a current or expired passport or a current driver's license or a current provincial picture identification card or a current Canadian Department of National Defence (DND) picture identification card or any other current provincial or federally recognized picture identification. Other acceptable identification, where photo identification is not available, includes a current version of a provincial health insurance card, social insurance number card, birth certificate, native or Métis status card, citizenship card, employment picture identification (current employer only), or subsidiary issued card, other competitor payday loan card, store credit card, other credit card, union card, or current Canadian VISA.
5. A photocopy of a recent vehicle registration, utility, telephone, or cable TV bill issued in the Broker Customer's name (or legal spouse or roommate) with an address that conforms to the residential address provided by the Broker Customer (billing period of statement must end not more than 40 days before the date the loan application is made)

must be supplied by all new customers. Current or previous customers requesting a new Loan must provide updated information at least every six months.

6. Photocopy of pay stub evidencing a source of income.
7. Photocopy of most recent bank statement of one the following types:
 - (a) a mailed out account statement with an end of period cut-off date not more than 45 days before the date the loan application is made and must include Broker Customer's name and the corresponding bank account identification number;
 - (b) an ATM generated account statement with an end of period cut-off date not more than 5 days before the date the loan application is made and must be for at least a 14 day period and must include Broker Customer's bank account identification number;
 - (c) a personal computer (internet) generated account statement with an end of period cut-off date not more than 5 days before the date the loan application is made and must be for at least a 30 day period and must include Broker Customer's name and the corresponding bank account identification number; evidencing that Broker Customer has an active chequing account.
8. Promissory Note in form satisfactory to (or otherwise previously approved by) Financier, where provincial or federal legislation will allow.
9. Security Agreement in form satisfactory to (or otherwise previously approved by) Financier.
10. Receipt signed by Broker Customer for funds advanced to Broker Customer (or for cheque delivered to Broker Customer if Broker Customer elects to receive funds by way of subsequently delivered cheque).
11. Optional Payment Plan, if any, in form satisfactory to Financier and Broker. This collection measure is only to be used where allowable by provincial and/or federal legislation.
12. An alternative means of payment should the Broker Customer neglect to make the required payment in one or both, if available, of the following forms:
 - (a) Pre-Authorized Debit Agreement made out to Broker and signed by Broker Customer for amount of interest and principal in form satisfactory to Financier.
 - (b) Personalized cheque made out to Broker and signed by Broker Customer for amount of principal and interest. Cheque must be drawn against the account that corresponds to the account statements received. ^(a)
13. Broker Customer Receipt including summary of amounts due on maturity of loan and due dates in form satisfactory to Financier

Notes:

- (a) These cheques immediately upon delivery by the Broker Customer to Broker shall be endorsed on the back with the following endorsement using an ink stamp: "For deposit only to the credit of "The Cash Store" or "Instaloans".

Additional Documentation Requirements for Title Advance Loans to Be Secured Against a Motor Vehicle:

16. A registration history search against the Vehicle Identification Number.
17. A vehicle PPSA Security Agreement (in form satisfactory to Financier) executed by the Broker Customer.
18. Evidence that a PPSA registration against the Customer's name (with Financier as secured party) and the VIN of the vehicle has been registered in the PPSA registry.
19. A copy of the valuation (i.e. print off of the web pages) indicated on www.canadablackbook.com for the vehicle or similar as identified above.
20. A PPSA current search against (a) the Vehicle Identification Number for the vehicle and (b) the Customer's name, showing no other competing registrations other than the PPSA registrations in favour of Financier carried out forthwith after the registration referred to in paragraph 19 above.
21. A vehicle condition report (in form satisfactory to Financier) fully completed by employees of Broker at the time of application.
22. A photocopy of the Broker Customer's vehicle registration and insurance documents for the vehicle.
23. An electronic (or Polaroid) photograph of the vehicle (need not be printed but must be electronically stored so that it can be printed).

THIS PAGE COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF A
BROKER AGREEMENT

LOAN SERVICES

**(Note: The contents of this Schedule may be amended only by the written agreement of
both Financier and Broker)**

Services to be Provided by and Responsibilities of Broker

Broker is responsible for providing the following services for all Loans funded by Financier:

1. Broker shall record applications by Broker Customers to receive loans and communicate those applications which meet the Loan Selection Criteria of Financier.
2. Broker shall verify the following information from the Loan Application Form for a Broker Customer:
 - (a) source of income;
 - (b) picture ID is accurate;
 - (c) banking information matches;

and ensure that a personalized cheque and/or a Pre-authorized Debit Form are made out for the amount of the principal and interest owing.
3. Where applicable pursuant to the Loan Selection Criteria established by Financier, Broker shall apply pre-set loan evaluation and limiting criteria to the loan applications to determine whether the proposed loan meets Financier's pre-set criteria.
4. Broker shall maintain a database of information concerning Broker Customers with such information as Broker, acting with commercial reasonableness, deems appropriate and practical.
5. Broker shall verify the status of any electronic communication made by Broker and shall establish and maintain a back-up procedure for the reconstruction of any such lost or damaged electronic communication that is to be or has been transmitted.
6. Where applicable, Broker shall review confirmation screens before transmitting any information to Financier (or Financier's agent(s) or service bureau(s)) and shall verify that the information gathered in accordance with this Agreement is accurately recorded from the information provided to Broker before providing or transmitting it.
7. Broker shall to the extent it deems it economic and practical, send and receive batch file information to/from other databases and systems (for example, but without limitation, bank account activity, service bureau activity and cash card facility information) necessary for Broker to integrate into Broker's data base in order to accumulate and report information required by this Agreement.
8. Broker shall to the extent it deems it economic and practical, collect most documents necessary to satisfy the Documentation & Funding Requirements for each Loan.

9. Broker shall, if requested by Financier, deliver to Financier those documents, or portions thereof, where required by the Loan Selection Criteria and Documentation & Funding Requirements.
10. Broker shall track and calculate all interest accruing due from the Broker Customer to Financier.
11. Broker shall track all payments received from Broker Customers on Loans and for each such payment record (a) the date the payment was received by Broker (if the payment is handled by Broker before delivery to Financier), (b) the date of deposit of the payment into the Designated Financier Bank Account and (c) where cheques are returned NSF or Pre-authorized debits are later reversed, the date that the reversal occurred;
12. Broker shall, as allowed by applicable provincial and/or federal collection legislation, provide a phone call reminder to each Broker Customer before a payment is due of the date and amounts owing. The reminder may be provided by direct call to the Broker Customer or by leaving a message with the person answering the phone or on answering machine for such phone number.
13. Broker shall on an ongoing basis provide such additional Maintenance and Facilitation Services as Broker deems appropriate to enhance the quality of its services and its competitiveness.
14. Where payment by a Broker Customer is to be made by any means other than cash or Broker debit terminal, the Broker will, to reduce dishonoured item charges, to the extent it deems it economic and practical, use all reasonable and available means to verify funds before attempting any cheque or electronic deposits. Every attempt will be made to have the Broker Customer pay by cash or debit.
15. Broker shall prepare such weekly and monthly reports concerning all activities related to the Loans as Broker may deem reasonably necessary from time to time.
16. For loans secured against vehicles, Broker shall verify the name of the Broker Customer, the name indicated as the registered owner on the provincial license registration and the insured's name on the evidence of insurance all indicate the same name which corresponds to the Broker Customer's other identification;

Default Realization Services Provided by the Broker:

"Default Realization Services" means the services and activities for the collection of payment of principal, interest and other costs after a default in payment of a Loan occurs.

The Default Realization Services are subject to the applicable federal and provincial collection laws and regulations.

In the event, Broker Customer does not pay in full when due (with respect to interest or principal), Broker shall begin Default Realization Services but only to the extent that Broker, acting with commercial reasonableness, deems the same to be practical and economic. Broker shall be responsible for all expenses necessary or desirable in connection with performance of the collection process including hiring and administering outside "Third Party Collection Agencies" (excluding portions of the Loan retained by or paid to Broker under Section 7.2 hereof

and amounts paid to Third Party Collection Agencies as their fee for successful collection), staff costs, legal costs, court filing costs, registration costs, bailiff/civil enforcement agency costs, sales costs/commissions in relation to sales of realized collateral, provided that if a particular realization results in costs or other proceeds being obtained in addition to the principal and interest owing to Financier (i.e. an award for costs) any collected amounts may first be applied by Broker to reimburse Broker for the out of pocket expenses of Broker incurred during the realization with the balance to be applied in repayment of the Loan.

The Default Realization Services to be provided by Broker may include but are not limited to:

- 1) Contacting customer by home phone, cellular phone, work phone, landlord, references, e-mail, letters, or home visit. These attempts will continue until the Loan is paid in full or it is determined that a third party collection agency should be retained to attempt collection of amounts owing.
- 2) Presenting Optional Payment Plan form to employer, where allowed by applicable federal or provincial collection legislation.
- 3) Attempt on or around the customer payday, spouse's payday or government cheque days to certify any cheques on file or process any Pre-authorized Debit.
- 4) If at anytime during the collection process it is determined that the customer is no longer employed or is no longer at the listed residence, intensified skip tracing efforts will begin.
- 5) At or around 30 days past due, send a letter notifying the customer of possible legal proceedings and/or third party collection activities, should the account not be paid in full right away.
- 6) At or around 60 days past due, if there is still dialogue with the customer, send the customer a one time "amnesty letter" offering a structured payout of the loan over a set period of time. The customer would be required to pay interest and a portion of principal on each payment until the account is paid in full. Interest would continue to accrue daily on the remaining principal outstanding.
- 7) If still unpaid at 90 days past due, and no payment has been made in the past 30 days, send a final letter to the customer advising the account must be paid in full within 10 business days or it will be turned over to a third party collection agency.
- 8) At or around 120 days past due and no payment received in the past 30 days, the account is then turned over to the Broker's internal collection department and they will attempt collection for a period of 60 days.

If the internal collection department is unsuccessful the account is then turned over to a Third Party Collection Agency. The account may be turned over to a Third Party Collection Agency anytime during the collection process if it is determined by Broker that this is the most effective method for collection. The Third Party Collection Agency will follow its own procedures for obtaining payment. Any funds collected by the Third Party Collection Agency, less the portion of the collected amount retained by the Third Party Collection Agency for their fee for successful collection, will be applied to amounts owing to Financier.

- 9) All reasonable and lawful collection and communication methods, within a cost effective structure, may be used to attempt collection of the account.
- 10) Files will continue to be worked diligently by Broker until it has been determined that the Loan should be given to a third party collection agency.
- 11) All realization activities will cease upon notification of bankruptcy of Broker Customer. "Proof of Claim" as secured creditor, unsecured creditor or both to be filed with bankruptcy trustee.

For greater certainty Broker, acting with commercial reasonableness, is authorized on the Financier's behalf to settle or compromise any Loans in default and to accept part payment of any Loan in full satisfaction thereof.

Additional Realization Requirements for Title Loans to Be Secured Against a Motor Vehicle:

- 1) If payment is not received before the 30th day past due, or sooner, instruct a seizure of the vehicle to be carried out.
- 2) For each seized vehicle arrange for storage of vehicle for necessary time under provincial legislation.
- 3) For each seized vehicle provide such notices to the vehicle owner (and other creditors, if required under applicable law) of the seizure, planned sale method and other information required by provincial legislation.
- 4) For each seized vehicle instruct the sale of the vehicle at the earliest time permitted by provincial legislation in the manner permitted by the legislation.
- 5) Distribute proceeds in accordance with applicable law and this Agreement.

Retention of Records:

Broker shall retain Records and documents required to be obtained in connection with each Loan (other than those that are required to be delivered and are delivered to Financier) for a period of not less than (a) 3 years after the Loan is repaid in full along with all interest, (b) 4 years after the Loan was originally made in the case of Loans which are not repaid in full or (c) as required by law.

THIS PAGE COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A
BROKER AGREEMENT

LOAN MANAGEMENT POLICY & PROCEDURE MANUAL

(Note: The contents of this Schedule may be amended by Broker from time to time)

See Attached

BROKER AGREEMENT AMENDING AGREEMENT

This Amending Agreement made as of the ____ day of _____, 2013

BETWEEN:

*

Trimor Annuity Focus Limited Partnership #5
with offices in the City of Calgary, in the Province of Alberta
(hereinafter referred to as "Financier")

- and -

THE CASH STORE INC.

an Alberta corporation with offices in the City of Edmonton, in the Province of Alberta
(hereinafter referred to as "Broker")

WHEREAS the parties hereto entered into a Broker Agreement made as of the 5 day of June, 2012 (which agreement, as may have been amended by an amending agreement (or amending agreements) in writing, is hereinafter referred to as the "Broker Agreement");

AND WHEREAS the parties hereto have agreed to amend the Broker Agreement in accordance with the terms herein;

NOW THEREFORE IN CONSIDERATION of the parties hereto mutually agreeing to amend the broker Agreement, subject to conditions contained herein, and in further consideration of the promises contained herein, the parties hereto agree as follows:

1. The preamble hereto shall form an integral part of this Amending Agreement as if specifically reiterated in full herein.
2. The Broker Agreement is hereby amended as follows:
 - a. The definition of the term "Loan" is hereby amended to read:

"Loan" means a loan (including, without limitation, a drawdown under a line of credit or revolving credit facility up to the approved credit limit granted until the next minimum payment date) made by Financier to a Broker Customer which has been facilitated by the Broker in accordance with this Agreement and includes, for greater certainty, a loan made through virtual or electronic locations accessed by Broker's Customers online or through other electronic means.
 - b. Section 2.9(b) is amended to read as:
 - (b) The Exchanged Other Lender Loans have a value, inclusive of accrued interest, that equals or exceeds the accrued value, inclusive of accrued interest, of the Exchanged Financier Loans (or to the extent that there is any material shortfall in that regard, that Other Lender receiving the assignment has been repaid a cash amount

equal to such difference) except where the Loans are assigned to the Broker itself and Section 2.9(f) below applies;

c. A new Section 2.9 is added to the Broker Agreement as follows:

“(f) Where Loans are assigned to the Broker itself, the consideration transferred to the Financier equals or exceeds the fair value, inclusive of accrued interest, of the Exchanged Financier Loans. The settlement of the consideration shall be made by way of an adjustment of this amount to the Financier’s float of funds held by the Broker (which is available to be lent to other Broker Customers);”

d. Schedule “A” to the Broker Agreement is hereby amended to add and include the provisions set forth in Schedule “A” to this Amending Agreement thereto.

3. Any capitalized terms in this Amending Agreement shall have the same meaning as defined in the Broker Agreement.

4. Except as set forth above, the parties hereto acknowledge and agree that the terms and conditions of the Broker Agreement continue to be in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement on the day and year first above written.

FINANCIER: Trimor Annuity Focus Limited Partnership #5 by its general partner 1518534 Alberta Ltd.

Per: 

THE CASH STORE INC.

Per: _____

Schedule "A".

Loan Selection Criteria for Lines of Credit

1. A Loan shall not be made if, after making the Loan, the aggregate Recorded Debt for all Loans would exceed the applicable maximums specified in this Schedule "A".
2. The interest rate charged on each Loan shall be 59.9% per annum (or such other amount as may be agreed to by the Parties from time to time in writing) or as determined by provincial regulations calculated excluding date of funding until accrued debt is paid in full, has been identified as an insurance claim, is written-off, has been placed with a credit counseling agency or it otherwise governed by applicable law.
3. The gross amount of the Loan shall not be more than ninety per cent (90%) of the Broker Customer's net take home pay after all deductions as determined from the most recent pay stub or bank statement provided by the Broker Customer. (Note: This criterion is not applicable to secured loans).
4. The term of the Loan (i.e. the time between funding and the due date) shall not be more than one calendar year. (Note: This criterion is not applicable to secured loans).
5. The Broker Customer must be an individual (i.e. not a corporation or legal entity). (Note: This criterion is not applicable to secured loans).
6. The Broker Customer must be at least 18 years of age and the legal age for contracting purposes in the jurisdiction in which the Broker Customer is resident
7. The Broker Customer must have evidence of employment or other income immediately preceding the date of the application.
8. The Broker Customer must have evidence of an active bank account with a branch of a financial institution located within Canada. (Note: This criterion is not applicable to secured loans).
9. If the Broker Customer has indicated employment income is direct deposited then, the account statements provided by the Broker Customer should indicate that the payments being received from the current employer or income source are being deposited to the bank account.

Broker shall be responsible for monitoring and assuring that the foregoing criteria are satisfied.

TAB B

BROKER AGREEMENT

BETWEEN

TRIMOR ANNUITY FOCUST LIMITED PARTNERSHIP #5

AND

1693926 Alberta Ltd.

DATED: September 24, 2012

THIS IS EXHIBIT B REFERRED
TO IN THE AFFIDAVIT OF

 Eric Armstrong

SWORN THE 13th DAY OF April 20 14

 M.R. Allison

A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law

Broker Agreement

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Schedule "B"	Loan Documentation & Funding Requirements
Schedule "C"	Loan Services
Schedule "D"	Loan Management Policies and Procedures Manual

BROKER AGREEMENT

This Broker Agreement made as of the 5 day of June, 2012,

BETWEEN:

Trimor Annuity Focus Limited Partnership #5, an Alberta corporation with offices in the City of **Calgary**, Alberta (hereinafter referred to as "**Financier**")

- and -

1693926 Alberta Ltd., an Alberta corporation with offices in the City of Edmonton in the Province of Alberta (hereinafter referred to as "**Broker**")

WHEREAS the Broker is in the business of acting as a broker for its customers in obtaining short term loans for its customers;

AND WHEREAS Financier is prepared to consider providing loans to the Broker's customers;

AND WHEREAS Financier and the Broker have entered into the within agreement for the advancement of loans to the Broker's customers;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1
INTERPRETATION

1.1 **DEFINITIONS**

In this Agreement and in the Schedules hereto, unless the context otherwise requires:

- a. "**Applicable Law**" means all applicable provisions of laws, statutes, rules, regulations, ordinances, official directives, treaties and orders of all Governmental Bodies (including those of constitutional, federal, provincial, state, local, municipal, foreign, international, and multinational origins) and judgments, orders and decrees of all courts, arbitrators, commissions, administrative tribunals, or bodies exercising similar functions (including the principles of common law resulting therefrom);
- b. "**Broker Customer**" means a customer of Broker who retains Broker to find a lender for a loan to the customer;
- c. "**Broker Fees**" means the fees charged to Broker Customers by the Broker inconsideration of arranging Loans to the Broker Customers.

- d. "Broker Services" means all services to be provided by Broker to Financier as provided for in this Agreement, including without limitation, the satisfaction of Documentation & Funding Requirements, and the provision of Loan Services and Maintenance and Facilitation Services;
- e. "Business Day" means a day other than a day directed by the *Bills of Exchange Act* (Canada) to be observed as a legal holiday or non-judicial day;
- f. "Confidential Material" means all plans, specifications, drawings, sketches, models, samples, data, computer programs, documentation, and other technical and business information, in written, graphic or other form, relating to Financier's or Broker's business, plans or products;
- g. "Designated Broker Bank Account" means the bank account of Broker designated by Broker for the purposes of temporarily receiving funds from Financier (if loans are made by Financier way of cash advance) before they are advanced to a Broker Customer;
- h. "Designated Financier Bank Account" means, the bank branch and account designated by Financier from time to time where (and into which) deposits of cash and cheques received from Broker Customers, in respect of such Financier funded loans, are to be cleared (deposited) to from time to time;
- i. "Documentation & Funding Requirements" means Financier's requirements for: (i) collection (from or in respect of each Broker Customer and proposed loan) of documents and information, (ii) verification or the delivery and communication of such documents and information to Financier by Broker before any loan is advanced using Financier's funds or credit, the current requirements of Financier being set out in Schedule "B" (but which Schedule may be changed, subject to Broker's consent, by Financier from time to time on 30 days written notice to Broker), and (iii) the funding of the Loans;
- j. "Government Authorization" means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body or pursuant to any Applicable Law;
- k. "Governmental Body" means any (i) nation, province, state, county, city, town, village, district, or other jurisdiction of any nature; (ii) federal, provincial, state, local, municipal, foreign, or other government; (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal); (iv) multi-national organization or body; or (v) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature;
- l. "Loan" means a loan made by Financier to a Broker Customer which has been facilitated by the Broker in accordance with this Agreement and includes, for greater certainty, a loan made through virtual or electronic locations accessed by Broker Customer's on line or through other electronic means;
- m. "Loan Facilitation Services" means assisting Broker's customers applying for loans, satisfying the Documentation and Funding Requirements and assisting Broker's Customers efforts in repaying any Loan;

- n. "Loan Services" means the services and activities for: (i) collection of principal and interest on Loans from Broker Customers in the normal course (and forwarding same to Financier for repayment of the principal and interest owing on Loans), (ii) the contacting of Broker Customers for reminder and other purposes, and (iii) the delivery of documents and information to Financier as established by Financier from time to time, the current requirements being set out in Schedule "C" (which Schedule may be amended from time to time only by mutual written agreement of Financier and Broker);
- o. "Loan Selection Criteria" means the criteria that Broker must assure any loan presented to Financier for consideration satisfies, the current criteria of Financier being set out in Schedule "A" (but which Schedule may be changed, subject to Broker's consent, by Financier from time to time on 30 days written notice to Broker);
- p. "Maintenance and Facilitation Services" means ongoing services of the Broker in the facilitation, improvement, and development of Brokers delivery of the Loan Services and and the provision thereof including, but not limited to, business form development, software development, web site hosting and development, policy development, product development, marketing, staff training and professional development, credit card and bank account services.
- q. "Party" means a party to this Agreement;
- r. "Person" means any individual, body corporate, partnership, trust, trustee, executor, administrator, legal representative, unincorporated organization, union, or Governmental Body;
- s. "Principal Contact" means each individual designated in writing by Financier who is authorized to make decisions and provide instructions on behalf of Financier from time to time, the current individual being set out in Schedule "A";
- t. "Records" means all agreements, documents, writings, papers, computer files, books of account and other paper or electronic records relating to or being records of any Loan or Loan application or relating to any Broker Customer including, without limitation, any computer programmes and software, text or data files, disks, tapes and related operator manuals containing or pertaining to those records;
- u. "Recorded Debt" means the amount of principal and accrued interest on a Loan (a) with all payments received from the corresponding Broker Customer in payment of such principal and interest deducted from the amount outstanding, (b) but adding back any such payments that have already been reversed at the time of calculation.
- v. "Regulated Jurisdiction" means a province that has been designated by the Governor in Council for the purposes of section 347.1 of the Criminal Code (Canada).
- w. "Representatives" means with respect to a Person all of such Person's directors, officers, employees, consultants, counsel, auditors, representatives, advisors or agents ("Insiders") and all of such Person's Affiliates and franchisees and their respective Insiders;
- x. "Term" means the period from the effective date of this Agreement until the earlier of: (i) the end of the later of the Initial Term and, if applicable, the last of any Renewal Periods

as provided for in Section 6.2; and (ii) the date of any termination pursuant to Section 6.3;

"This Agreement", "herein", "hereto", "hereof" and similar expressions mean and refer to this Broker Agreement and any agreement amending this Broker Agreement;

1.2 HEADINGS

The expressions "Article", "Section", "Subsection", "Clause", "Subclause", "Paragraph" and "Schedule" followed by a number or letter or combination thereof mean and refer to the specified article, section, subsection, clause, subclause, paragraph and schedule of or to this Agreement.

1.3 INTERPRETATION NOT AFFECTED BY HEADINGS

The division of this Agreement into Articles, Sections, Subsections, Clauses, Sub clauses and Paragraphs and the provision of headings for all or any thereof are for convenience and reference only and shall not affect the construction or interpretation of this Agreement.

1.4 PARTY DRAFTING AGREEMENT

The Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties hereby agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party shall not be applicable in the interpretation of this Agreement.

1.5 GENDER AND NUMBER

When the context reasonably permits, words suggesting the singular shall be construed as suggesting the plural and vice versa, and words suggesting gender or gender neutrality shall be construed as suggesting the masculine, feminine and neutral genders.

1.6 SCHEDULES

There are appended to this Agreement the following Schedules pertaining to the following matters:

- Schedule "A" - Loan Selection Criteria, et al.
- Schedule "B" - Loan Documentation & Funding Requirements
- Schedule "C" - Loan Services
- Schedule "D" - Loan Management Policy & Procedure Manual

ARTICLE 2
LOAN AMOUNTS, SELECTION, DOCUMENTATION AND MANAGEMENT

2.1 FINANCIER AGREEMENT WITH BROKER

In consideration of the Financier providing Loans to Broker Customers as and when it elects to do so the Broker agrees to provide Broker Services under and subject to the terms hereof at and from such locations as Broker deems fit.

2.2 LOAN AMOUNT LIMIT(S)

Financier may determine the total amount that Financier is prepared to fund on an ongoing basis to the Broker Customers. This limit may be re-established by Financier upon 120 days written notice to the Broker.

2.3 LOAN SELECTION

Broker shall not present to Financier any proposed loan unless such loan and such Broker Customer meets the Loan Selection Criteria but Financier shall, subject to Section 2.2, be deemed to have approved a loan to any Broker Customer meeting such criteria. For greater certainty, unless and until Broker has received written notice to the contrary any of Financier's funds then being held by the Broker as a "float" in anticipation of Loans may, where Financier approval is deemed to have been given hereunder, be advanced by Broker to Broker Customers on Financier's behalf in accordance with 2.5. When seeking to find a lender willing to lend to a Broker Customer, Broker shall not be under any obligation to present any loan to Financier but rather Broker reserves the right to select among all potential lenders available to the Broker. No loan shall be advanced to a Broker Customer using funds of Financier that does not meet the Loan Selection Criteria unless specifically approved by Financier. Financier's approval may be obtained by such methods and procedures as are established by Financier, and consented to by Broker, from time to time and may include (without limitation):

- a. by telecopy or email from Financier's Principal Contact;
- b. by application of formulas or scoring criteria approved and provided by Financier where Financier indicates that if certain thresholds or scores are met for a proposed loan then Financier approves the loan;
- c. by operation of software (either operated on Broker's computer system or operated on Financier's or Financier's agent's computer system with information input remotely by Broker) where, after Broker inputs all of the relevant data, the software automatically makes the decision to approve or disapprove on Financier's behalf;
- d. from a designated agent or service bureau of Financier designated for the purposes of this Agreement, using any of the foregoing methods;
- e. Other means as determined by Financier and consented to by Broker.

Financier shall be under no obligation to approve any particular loan or amount of loans.

2.4 LOAN DOCUMENTATION & FUNDING REQUIREMENTS

For each Loan that has been approved or deemed approved by Financier, Broker shall be responsible for obtaining and recording the documents and information included in the Documentation & Funding Requirements. Broker's obligation to satisfy the Documentation & Funding Requirements shall continue after the expiration of the Term with respect to Loans approved prior to the expiration of the Term. Broker shall be responsible for out of pocket expenses incurred by Broker in connection with performance of the Loan Documentation & Funding Requirements.

2.5 LOAN FUNDING BY FINANCIER

Once a Loan has been approved by Financier, Financier may fund the amount of the Loan in any of the following ways:

- a. by arranging for the amount of the Loan to be advanced by cheque or electronic funds drawn by Financier directly in favour of the Broker Customer (Financier will have up to 3 Business Days to arrange for issuance of a cheque or electronic funds transfer);
- b. by wire transfer of funds to the Designated Broker Bank Account (for redirection/payment to, or for the benefit of, the Broker Customer);
- c. by cheque drawn by Financier payable to Broker for deposit to the Designated Broker Bank Account (for redirection/payment to, or for the benefit of, the Broker Customer);
- d. by Financier arranging through Broker for delivery of a cash card or other value card for use by the Broker Customer with an advance limit equal to the authorized amount of the Loan.

Broker shall assure that Broker's systems accommodate the funding method described in paragraph (a) and shall assure that this option is made available to a Broker Customer. Financier, with the consent of the Broker, shall determine which (if any) of the funding methods described in (b), (c) and (d) shall also be made available to Broker Customers. The method of funding (as among the foregoing alternatives) shall be determined by the agreement entered into between Financier and the Broker Customer

At the direction of Broker, Financier shall divide loan advances into two portions, one portion (the "Broker Portion") being equal to the Broker's Fees for that Broker Customer (as stipulated to Financier by Broker) for that Loan and Financier shall pay the Broker Portion in such of the above manners as Broker may direct. Broker warrants to Financiers that all necessary authorities from Broker Customers to advance funds in that fashion and to direct payment of that portion of the Loan to the Broker will have been obtained.

A Loan funded using the method described in (d) shall be deemed to be advanced (for purposes of disclosure documents with the Broker Customer) by Financier on the date that cash card or other value card has an advance limit added to it (i.e. the date the funds become usable by the Broker Customer).

2.6 LOAN SERVICES

For each Loan that has been approved and funded by Financier, Broker shall provide the Loan Services. Broker's obligation to provide the Loan Services shall continue after the expiration of the Term with respect to all Loans approved prior to the expiration of the Term. Broker shall be responsible for paying all expenses necessary in connection with performance of the Loan Services. Notwithstanding the foregoing, and for greater certainty, except as otherwise expressly provided hereunder the type and degree of Maintenance and Facilitation Services to be provided hereunder are as determined in the sole discretion of the Broker.

2.7 SYSTEM INTEGRITY

Broker covenants that during the Term (and after the Term in respect of Loans not yet collected in full before expiry of the Term) all of the Broker's equipment, software, practices and procedures utilized and applied on connection with the Broker Services shall be configured and operated in accordance with all reasonable procedures for assuring integrity of the security of the system including, without limitation, those dealing with (i) the notification of internet or web site passwords for access to information and (ii) dealing with the collection, entry and communication of Broker Customer information to Financier;

2.8 LOAN MANAGEMENT POLICY & PROCEDURES MANUAL

To provide further assistance to Broker's Customers in respect of Loans and to encourage Financier to consider making Loans to Broker's Customers, Broker agrees that it shall follow the procedures set out in the Loan Management Policy and Procedures manual established from time to time, the current agreed form of which is set out in Schedule "D". It is agreed that the Broker is authorized to amend or otherwise modify Schedule "D" from time to time provided the Broker will ensure that the manual, at a minimum, meets the requirements of this Agreement. However, to the extent that there is a direct conflict between the requirements set out in Schedule "D" and the other provisions of this Agreement (including the other schedules of this Agreement as amended from time to time), the provisions of this Agreement and the other schedules shall govern.

2.9 EXCHANGING LOANS BETWEEN LENDERS

Notwithstanding any other provision hereof, Broker may at any time and from time to time as attorney for and on behalf of the Financier (which said limited power of attorney Financier hereby grants), and in the normal course without notice to Financier, assign one or more Loans owed to the Financier (the "Exchanged Financier Loans") to one or more of Broker's other lenders or to the Broker itself ("Other Lenders") provided:

- (a) Broker has, in its capacity as attorney for the Other Lenders assigned to Financier (or has obtained from the Other Lenders an assignment or assignments to Financier) other loans owed to the Other Lenders from Broker Customers (the "Exchanged Other Lender Loans");

- (b) The Exchanged Other Lender Loans have a value, inclusive of accrued interest, that equals or exceeds the accrued value, inclusive of accrued interest, of the Exchanged Financier Loans (or to the extent that there is any material shortfall in that regard, that Other Lender receiving the assignment has been repaid a cash amount equal to such difference);
- (c) None of the Exchanged Other Lender Loans are then in default or, if any are in default, the aggregate amount of such loans in default do not exceed in amount the Exchanged Financier Loans then in default;
- (d) All Exchanged Other Lender Loans meet the Loan Selection Criteria; and,
- (e) Broker amends its records accordingly so that from and after such assignment all Exchanged Other Lender Loans and all receipts and dealings with Exchanged Other Lender Loans are accounted for, and in all other respects treated, as Loans made by Financier.

2.10 USAGE OF LOAN ADVANCES

For greater certainty, funds from time to time advanced to Broker from Financier are solely intended to be utilized for the purposes of making advances to Broker Customers on Financier's behalf as contemplated hereunder. Broker agrees that any funds not otherwise being held by the Broker as a "float" in anticipation of Loan approvals shall not, without the consent of Financier, be advanced or utilized for any other purpose.

2.11 Regulated Jurisdictions

- (a) In Regulated Jurisdictions, loans may be made to Broker Customers upon the following terms:
 - (i) Provided that the loans been done in compliance with the laws and regulations of the Regulated Jurisdiction, Broker may make loans to Broker Customers in a Regulated Jurisdiction and may fund such loans from the funds otherwise available for loans hereunder, including funds held by Broker as a "float" in anticipation of loan approvals.
 - (ii) Broker shall be the lender of record and shall in the first instance make the loan to the Broker Customer on Broker's own behalf as Lender on its own behalf and not as agent for Financier.
 - (iii) Broker shall promptly thereafter assign to Financier the entirety of the loan and the Broker's interest therein and shall thereafter deal with, collect, maintain and enforce such loan on Financier's behalf in all respects (subject to the provisions of this section 2.12 and subject to additional requirements or restrictions as may be imposed by any applicable laws and regulations of the Regulated Jurisdiction) as though it was any other loan made hereunder.

- (iv) Broker shall in respect of each such loan, pay to Financier a loan participation fee in an amount equal 59% per annum of the principal of all loans collected for the agreed term of the loan, (calculated, for greater certainty, before deduction therefrom of Brokers own fees to the Customer) or at such other rate as Broker and Financier may from time to time agree to within the reporting provided to the Financier on a monthly basis.
 - (v) In the absence of the execution of any formal assignment of the loan to Financier as contemplated hereunder, any such loan shall be deemed to have been assigned to Financier immediately after advance to the Broker Customer without the requirement of further documentation evidencing or affecting the same.
 - (vi) It is anticipated that variations to the within terms may be required from time to time to better facilitate the foregoing and/or to accommodate the rules and regulations of particular Regulated Jurisdictions in which event the same shall, at Broker's discretion, be included in the terms of section 2.12 provided that doing so has no material adverse impact upon, and imposes no additional liabilities or obligations upon Financier.
- (b) The provisions of this Agreement, including section 2.12, are subject to any further or additional agreements respecting loans in Regulated Jurisdictions as Broker and Financier may agree to from time to time.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 REPRESENTATIONS AND WARRANTIES OF BROKER

Broker makes the following representations and warranties to Financier (which representations are provided as a material inducement for Financier entering into this Agreement and may be relied upon by Financier):

a. Broker is a corporation duly incorporated, organized and validly existing under the laws of the jurisdiction of its incorporation, is authorized to carry on business in all jurisdictions in which the Broker Services are provided and has all necessary corporate power to carry on its business as such business is now being conducted;

b. Broker is not an insolvent person within the meaning of the *Bankruptcy and Insolvency Act* (Canada);

c. Broker has not initiated proceedings with respect to compromise or arrangement with its creditors or for its winding up, liquidation or dissolution and no receiver has been appointed in respect of Broker or any of Broker's assets and no execution or distress has been levied against any of Broker's assets;

d. the execution, delivery and performance of this Agreement by Broker has been duly and validly authorized by any and all requisite corporate, shareholders' and directors' actions;

e. the execution, delivery and performance of this Agreement by Broker will not (directly or indirectly or with or without notice or lapse of time) result in any violation of, be in conflict with, contravene, or constitute a default under (i) any organizational document of Broker, or (ii) any resolution adopted by the board of directors or the shareholders of Broker;

f. the execution, delivery and performance of this Agreement will not (directly or indirectly or with or without notice or lapse of time) result in any violation or breach of, be in conflict with, contravene, constitute a default under, give any Person the right to declare a default or to exercise any remedy or to accelerate the maturity or performance of, or to cancel, terminate or modify, any agreement or document to which Broker is party or by which Broker is bound;

g. this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Broker enforceable against Broker in accordance with their terms;

h. Broker is not under any obligation, contractual or otherwise, to request or obtain the consent or other action of any person, and no Government Authorizations or notifications to any Governmental Body are required to be obtained by Broker in connection with the execution, delivery or performance by Broker of this Agreement or the completion of any of the transactions contemplated herein; and,

i. Broker, if required, is a registrant for the purposes of the goods and services tax provided for under the *Excise Tax Act (Canada)*.

j. Broker acknowledges that Financier has entered into this Agreement in full reliance on these representations and warranties. These representations shall be deemed to be made again each time a new Loan proposed by Broker is funded by Financier. Any investigations made at any time by or on behalf of Financier shall not diminish in any respect whatsoever Financier's right to rely on the representations and warranties of this Agreement.

3.2 REPRESENTATIONS AND WARRANTIES OF FINANCIER

Financier makes the following representations and warranties to Broker (which representations are provided as a material inducement for Broker entering into this Agreement and are intended to be relied upon by Broker):

a. Financier is a corporation duly organized and validly existing under the laws of the jurisdiction its incorporation, is authorized to carry on business in all jurisdictions in which the Broker Services are provided and has all necessary corporate power to carry on its business as such business is now being conducted;

b. Financier is not an insolvent person within the meaning of the Bankruptcy and Insolvency Act (Canada);

c. Financier has not initiated proceedings with respect to compromise or arrangement with its creditors or for its winding up, liquidation or dissolution and no receiver has been

appointed in respect of Financier or any of Financier's assets and no execution or distress has been levied against any of Financier's assets;

d. the execution, delivery and performance of this Agreement by Financier has been duly and validly authorized by any and all requisite corporate, shareholders' and directors' actions;

e. the execution, delivery and performance of this Agreement by Financier will not (directly or indirectly or with or without notice or lapse of time) result in any violation of, be in conflict with, contravene, or constitute a default under (i) any organizational document of Financier, or (ii) any resolution adopted by the board of directors or the shareholders of Financier;

f. the execution, delivery and performance of this Agreement will not (directly or indirectly or with or without notice or lapse of time) result in any violation or breach of, be in conflict with, contravene, constitute a default under, give any Person the right to declare a default or to exercise any remedy or to accelerate the maturity or performance of, or to cancel, terminate or modify, any agreement or document to which Financier is party or by which Financier is bound;

g. this Agreement and any other agreements delivered in connection herewith constitute valid and binding obligations of Financier enforceable against Financier in accordance with their terms; and,

h. Financier, if required, is a registrant for the purposes of the goods and services tax provided for under the *Excise Tax Act (Canada)*.

Financier acknowledges that Broker has entered into this Agreement in full reliance on these representations and warranties. These representations shall be deemed to be made again each time a new Loan proposed by Broker is funded by Financier. Any investigations made at any time by or on behalf of Broker shall not diminish in any respect whatsoever Broker's right to rely on the representations and warranties of this Agreement.

ARTICLE 4 **CONFIDENTIALITY PROVISIONS**

4.1 PROTECTION OF INFORMATION

All Confidential Material and information respecting each Party shall be retained in confidence by the other Party and used only for the purposes of this Agreement. However, the restrictions on disclosure and use of information in this Agreement shall not apply to Confidential Material or information to the extent it:

- a. is or becomes publicly available through no act or omission of the other Party or the other Party's Representatives;
- b. is subsequently obtained lawfully from a third party, which, after reasonable inquiry, the other Party does not know to be bound to the first Party to restrict the use or disclosure of such information;
- c. is already in the Other Party's possession at the time of disclosure, without restriction on disclosure; or

- d. is required to be disclosed pursuant to any Applicable Laws or as a result of the direction of any court or regulatory authority having jurisdiction provided that reasonable advance notice of disclosure is provided to the first Party prior to other Party complying with the disclosure requirements.

The obligations of the Parties pursuant to this Article are in addition to and not in substitution for the obligations of the Parties under: (i) any confidentiality agreement made between them or (ii) otherwise implied by Applicable Laws.

ARTICLE 5
INSPECTIONS & AUDITS

5.1 **INSPECTIONS & AUDITS**

Financier shall have the right, at any time upon written demand made by Financier to Broker, to inspect, during normal business hours, all Records (wherever located). Qualified third party consultants, as determined by Financier at Financier's sole discretion, may be employed by Financier for the purpose of any such inspection. Broker shall have the right, as a condition of such inspection, to require any such consultants to execute such form of confidentiality agreement as Broker may reasonably require and in any event such consultants shall be deemed to acting as agents for and on behalf of Financier for purposes of Article 4 hereof. The cost of any such inspection shall be the sole responsibility of Financier and any such consultant so employed will be required to create reports, which are accessible only to Financier and if permitted by Financier, Broker.

ARTICLE 6
TERM OF AGREEMENT

6.1 **INITIAL TERM**

Unless terminated earlier pursuant to the provisions of this Agreement, the initial term of this Agreement will be for the period commencing on the date of this Agreement and ending XX year(s) thereafter (the "Initial Term").

6.2 **RENEWAL OF TERM**

Unless one Party has provided a written termination notice to the other Parties pursuant to the next Section, the term of this Agreement shall be automatically extended for a further XX period (a "Renewal Period") after the end of the Initial Term or current Renewal Period (as applicable) without any further action or confirmation required from either Party.

6.3 **TERMINATION NOTICE AT END OF CURRENT TERM**

Either Party may notify the other Party that the Term of this Agreement will not be automatically extended at the end of the then current Initial Term or Renewal Period but will terminate at the end of such period, by delivering an unconditional written notice to the other

Party not less than 90 days before the end of such period stating that the Party is irrevocably electing to not renew the term of this Agreement.

6.4 OBLIGATIONS OF BROKER AT END OF TERM

Upon the ending of the Term:

a. Unless Financier determines to appoint a new broker (as contemplated by Subsection 6.4(b)), Broker shall continue to provide the Broker Services with respect to all Loans still outstanding as at the end of the Term;

b. If Financier notifies Broker that Financier is designating a new broker to handle the Loan portfolio (or Financier is going to administer the Loan portfolio directly or sell the Loan portfolio) and demands that Broker deliver the Records related to the Loan portfolio, Broker shall, unless and to the extent that the Broker elects to otherwise transfer the same under Section 2.10, immediately deliver to Financier (or the new broker or owner designated by Financier) all original Records related to all Loans and copies of all electronic files containing information relating to the Loans. Financier (or any new broker or owner) shall be entitled to contact and carry out such realization actions against the borrowers of the Loans which Financier (or any new broker or owner) determines in its complete discretion. The exercise by Financier of this right shall not diminish Financier's right to recover from Broker as a result of breaches of this Agreement by Broker and to recover from Broker under the indemnities set out in Article 7 (if applicable)

Notwithstanding that the Term of this Agreement expires or ends pursuant to this Section, Financier and Broker shall continue to be liable for all duties, obligations, and responsibilities respectively incurred by each of them pursuant to this Agreement which are not specifically indicated to (i) only be effective during the Term or (ii) terminate upon expiry of the Term.

6.5 OBLIGATION OF FINANCIER AT END OF TERM

Upon the ending of the Term, Financier shall continue to communicate with the Broker in the normal course in order to facilitate Broker continuing to provide the Broker Services in respect of Loans still outstanding as of the end of the Term.

**ARTICLE 7
BROKER INDEMNITY PROVISIONS & SUBORDINATION**

7.1 INDEMNITY OF FINANCIER BY BROKER

Broker shall indemnify and save harmless Financier and its officers and directors from and against all liabilities, losses, claims, damages, penalties, actions, suits, demands, levies, costs, expenses and disbursements including any and all reasonable legal and advisor fees and

disbursements of whatever kind or nature (referred to herein as a "Loss") which may at any time be suffered by, imposed on, incurred by or asserted against Financier or its said officers and directors by reason of or arising from any breach by the Broker of its obligations hereunder provided, however, that such liability to and indemnification of Financier shall not extend to include any part of the Loss, if any, directly arising from or caused or contributed to by the negligence or other wrongful acts of Financier, Financier's Representatives or by any breach of this Agreement by Financier. For greater certainty, Broker shall not be required to indemnify Financier for losses Financier may suffer on account of the default in payment (in whole or part) of a Loan made to a Broker Customer provided that: (i) in causing the Loan to be made, the Broker complied with the Loan Selection Criteria, and (ii) the default in payment did not arise out of the Broker improperly performing the Broker Services.

Notwithstanding the foregoing, if: (i) any Loan is not paid in full to Financier and (ii) it is determined that the reason for the Loan not being paid in full is failure of Broker to properly perform the Broker Services for such Loan in the manner described herein, Broker shall (if it has not already purchase such Loan under Section 2.10 hereof, in which event the associated Loss shall be deemed to be nil) pay to Financier the full amount of the original principal amount of the Loan which then remains outstanding, as full and final compensation hereunder for failure of Broker to provide Broker Services as agreed to within this Agreement provided further however that, upon payment of such compensation Financier shall be deemed to have assigned such Loan to Broker.

Broker is responsible for implementing and exercising security precautions to control access to the systems used to provide the Broker Services including the handling of all funds received from or payable to Financier.

Notwithstanding any other provision hereof, the Parties acknowledge that uncertainties in the law applicable to Loans exist and arise from time to time and it is consequently acknowledged and agreed that no liability shall attach to the Broker under this Section 7.1 or elsewhere under this Agreement in respect of any Loss where the same has arisen in consequence of any act or omission of the Broker in reliance upon any bona fide interpretation of Applicable Law or upon the advice of legal counsel.

7.2 SUBORDINATION BY BROKER IN FAVOUR OF FINANCIER

If a Broker Customer defaults in a payment to Financier in respect of a Loan and if the Broker collected or collects any amounts from the Broker Customer ("**Realization Proceeds**") then the Broker shall be entitled to retain out of such proceeds the lesser of: (a) 30% of the Realization Proceeds, or (b) the actual outstanding amount owing to the Broker for Broker's fees and charges from that Broker Customer in respect of that particular Loan. The remaining 70% of the proceeds shall be held by Broker for Financier and remitted to Financier. The Broker will continue to attempt collection of any outstanding Broker Customer balance until such time as the account is paid in full or the account is turned over to a Third Party Collection Agency.

ARTICLE 8 **GENERAL**

8.1 FURTHER ASSURANCES

Each Party will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

8.2 ENTIRE AGREEMENT

The provisions contained in any and all documents and agreements collateral hereto shall at all times be read subject to the provisions of this Agreement and, in the event of conflict, the provisions of this Agreement shall prevail. This Agreement supersedes all other agreements, documents, writings and verbal understandings between the Parties relating to the subject matter hereof and expresses the entire agreement of the Parties with respect to the subject matter hereof.

8.3 GOVERNING LAW

Financier recognizes that while Loans and their associated agreements may be made in, be entered into, or be governed by, the laws of other jurisdictions, the majority of Broker Services and other services provided by Broker to Financier will necessarily be performed at or from Broker's offices in the Province of Alberta and that accordingly the appropriate law most appropriate to this Agreement shall be the law of the Province of Alberta. This Agreement shall, in all respects, be subject to, interpreted, construed and enforced in accordance with and under the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated as a contract made in the Province of Alberta. The Parties irrevocably attorn and submit to the jurisdiction of the courts of the Province of Alberta and courts of appeal therefrom in respect of all matters arising out of this Agreement.

8.4 ASSIGNMENTS & ENUREMENT

This Agreement may not be assigned by either Party without the prior written consent of the other Party. However, Financier may assign/sell all (or parts) of Financier's rights in respect of the Loan portfolio (and related Records) to such Person(s) and for such price as determined by Financier with the prior written consent of Broker. This Agreement shall be binding upon and shall endure to the benefit of the Parties and their respective administrators, trustees, receivers, successors and permitted assigns.

8.5 RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the Parties, or any other third party, to create the relationship of partnership, agency, or joint venture or an association for profit between Financier and Broker, it being understood and agreed that neither the method of computing compensation nor any other provision contained herein shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting for services. Except as expressly provided in the Agreement,

neither Party has, nor held itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.

Broker is not authorized to execute any document or agreement on behalf of Financier under this Agreement or in connection with the provision of the Broker Services.

8.6 TIME OF ESSENCE

Time shall be of the essence in this Agreement.

8.7 NOTICES

Any notice required to be given by either Party to the other must be in writing, and must be delivered by hand delivery, courier, mail, telecopy, email, or other means of electronic communication to the respective address (or telecopy number or email address) as set out below. Any such notice will be deemed to have been delivered:

- on the date of hand delivery or courier, if delivered personally or by courier;
 - a. 5 Business Days after delivery thereof if delivered by regular mail (if mailed within Canada); or
 - b. twenty-four (24) hours after delivery thereof if delivered by telecopy or email.

Any notice of change of address or facsimile number may be given in the same manner.

Financier - Trimor Annuity Focus Limited Partnership #5
 Suite 1550, 335 – 8th Ave. SW
 Royal Bank Building
 Calgary, AB
 T2P 1C9
 Attention: Erin Armstrong
 Fax: (403) 218-6376

Broker - 15511 – 123rd Avenue
 Edmonton, Alberta
 T5V 0C3
 Attention: Gordon J. Reykdal
 Fax: (780) 443-2653

8.8 INVALIDITY OF PROVISIONS

In case any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.9 WAIVER & APPROVALS

No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provision of this Agreement (other than deemed waivers pursuant to the specific terms of this Agreement), including without limitation, this Section shall be effective otherwise than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of the Party making such waiver. For greater certainty, any waiver, consent, variation, approval or amendment from any Party shall be deemed sufficiently given in writing if such writing is in the form of electronic mail, electronic messaging or other electronic means that is capable of being retained by the recipient thereof.

8.10 AMENDMENT

This Agreement shall not be varied in its terms or amended by oral agreement or by representations or otherwise other than by an instrument in writing dated subsequent to the date hereof, executed by a duly authorized representative of each Party except for unilateral amendments by Financier to contents of certain schedules attached hereto where such unilateral amendment is specifically permitted in the body of this Agreement.

8.11 PUBLIC ANNOUNCEMENTS

Each Party shall not release any information concerning this Agreement and the transactions herein provided for, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Nothing contained herein shall prevent a Party at any time from furnishing information to any Governmental Body or to the public if required by Applicable Law, provided that the Parties shall advise each other in advance of any public statement which they propose to make. Broker covenants and agrees that Financier's name will not be used or disclosed in any public disclosures made by Broker or Broker's parent corporation.

8.12 COUNTERPART EXECUTION

This Agreement may be executed in counterpart, no one copy of which need be executed by Financier and Broker. A valid and binding contract shall arise if and when counterpart execution pages are executed and delivered by each of the Parties.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement as of the date first above written.

FINANCIER: Trimor Annuity Focus Ltd.
Partnership #5 by its general partner
1518534 Alberta Ltd.

1693926 Alberta Ltd.

Per: 

Per: 

THIS PAGE COMPRISES SCHEDULE "A" ATTACHED TO AND FORMING PART OF A
BROKER AGREEMENT

LOAN SELECTION CRITERIA, ET. AL.

**(Note: The contents of this Schedule may be changed, subject to Broker's consent, by
Financier from time to time on 30 days written notice to Broker.)
(Amendments to this Schedule only take effect with respect to Loans initiated after the
amendment to the Schedule)**

Loan Selection Criteria for Most Loans

1. A Loan shall not be made if after making the Loan the aggregate Recorded Debt for Loans would exceed the applicable maximums specified in this Schedule "A".
2. The interest rate charged on the loan shall be 59% per annum (or such other amount as may be agreed to by the Parties from time to time) or as determined by provincial regulations calculated excluding date of funding until accrued debt is paid in full, has been identified as an insurance claim, is written-off, has been placed with a credit counselling agency or is otherwise governed by applicable law.
3. The gross amount of the loan shall not be more than seventy per cent (70%) of the Broker Customer's net take home pay after all deductions as determined from the most recent pay stub or bank statement provided by the Broker Customer. (Note: This criterion is not applicable to loans secured against vehicles.)
4. The term of the loan (i.e. the time between funding and the due date) shall not be more than the lesser of the Broker Customer's next pay date and 18 days. (Note: This criterion is not applicable to loans secured against vehicles or Signature Loans.)
5. The Broker Customer must be an individual (i.e. not a corporation or other legal entity). (Note: This criterion is not applicable to loans secured against vehicles).
6. The Broker Customer must be at least 18 years old and the legal age for contracting purposes in the jurisdiction in which the Broker Customer is resident.
7. The Broker Customer must have evidence of employment or other income immediately preceding the date of application or in the case of signature loans please see below.
8. The Broker Customer must have evidence that the Broker Customer has an active bank account with a branch of a financial institution located within Canada. (Note: This criterion is not applicable to loans secured against vehicles.)
9. If the Broker Customer has indicated employment income is direct deposited then, the account statements provided by the Broker Customer should indicate that the payments being received from the current employer are being deposited to the bank account.

Broker shall be responsible for monitoring and assuring that the foregoing criteria are satisfied.

Additional/Special Requirements for Title Advance Loans to Be Secured Against a Motor Vehicle:

1. The amount of the loan shall not be more than 25% of the motor vehicle's "black book rough value" as indicated on the CanadianBlackBook.com website. Vehicles not listed on such web site may be used as collateral only if alternative resources such as such as Trader.ca, ebay, Adesa online are used. Industry contacts may be used only if the contact will provide written appraisal of the value of the collateral.
2. The term of the loan (i.e. the time between funding and the due date) shall not be more than 35 days.
3. A registration history search (i.e. vehicle information report) or another valid vehicle registration document against the Vehicle Identification Number must indicate that the vehicle has been registered within the province where the vehicle is located for not less than 14 days and confirm that the Broker Customer is the last registered owner indicated in the records.
4. The vehicle must be insured within provincial law; including collision and comprehensive coverage (glass coverage may be excluded).
5. The PPSA searches against both (1) the Vehicle Identification Number and (2) the full legal name of the Broker Customer (including all inexact matches which should be selected and printed as part of the search result) do not disclose any registration of any type other than:
 - (a) registrations which are clearly against a person who is not the Broker Customer (Broker shall bear the responsibility for making this determination and shall indemnify Financier if Broker incorrectly concludes that a registration does not apply to the Broker Customer);
 - (b) registrations which are against specific items of household furniture or equipment (and proceeds of same) and claim no other interests in other collateral; and
 - (c) registrations which are clearly against a vehicle which is not the Broker Customer's vehicle and does not include a claim for any form of "proceeds" (Broker shall bear the responsibility for making this determination and shall indemnify Financier if Broker incorrectly concludes that a registration does not apply to the vehicle).

The vehicle identification number for the purposes of carrying out the search shall be established using the original current provincial registration and shall be confirmed by a physical inspection of the vehicle by Broker's employees. The legal name of the Broker Customer for the purposes of carrying out the search shall be established using the applicable identification mandated by Section 20(7) of the Alberta PPSA regulations or applicable equivalent regulations in another province or territory.

6. The vehicle must be brought to a representative of the Broker at the time of the loan application or when funds are advanced.

Broker shall be responsible for monitoring and assuring that the foregoing criteria are satisfied.

Additional/Special Requirements for Signature Loans:

1. A Signature Loan is a loan to a customer who is generally but not limited to someone on a fixed monthly income. Examples include, but are not limited to, Family Allowance, Widow's Allowance, Canada Pension, Old Age Security, Worker's Compensation, Disability Pension or Social Assistance.
2. The gross amount of the loan shall not be more than 70% of the Broker Customer's fixed income pay (as determined from the most recent cheque provided by the Broker Customer), subject to any applicable federal or provincial legislation.
3. The term of the loan shall not be more than 35 days.
4. The Broker Customer must have evidence of continuous payments of fixed monthly income for one (1) month immediately preceding the date of application.

THIS PAGE COMPRISES SCHEDULE "B" ATTACHED TO AND FORMING PART OF A
BROKER AGREEMENT

LOAN DOCUMENTATION & FUNDING REQUIREMENTS

**(Note: The contents of this Schedule may be changed, subject to Broker's consent, by
Financier from time to time on 30 days written notice to Broker.)
(Amendments to this Schedule only take effect with respect to Loans initiated after the
amendment to the Schedule)**

The following documents (and requirements related to those documents) should be obtained by Broker for each Loan that Financier approves to the extent only however that Broker determines is economic and practical. Most of these requirements must be satisfied before funds are requested from Financier and before the loan is funded. If Broker is unable to satisfy most of the following requirements (although, for greater certainty, not all are required) then the loan must not be presented to Financier (even if the Loan Selection Criteria were otherwise satisfied).

Documentation Requirements for All Loans:

1. A Broker Retainer Agreement signed by the Broker Customer evidencing Broker Customer's retainer of Broker to find and select a lender for Broker Customer and to provide the Loan Facilitation Services for the Broker Customer.
2. A Loan Application Form in form reasonably satisfactory to (or otherwise previously approved by) Financier signed by the Broker Customer. The Loan Application Form must be fully executed.
3. A Disclosure Document in form(s) satisfactory to (or otherwise previously approved by) Financier, setting out for the proposed loan all payments that will be required to be made by the Broker Customer including the repayment of principal and interest. This document(s) will include the names of both Financier and Broker identifying which payments are made to Financier and which are made to the Broker. Broker shall assure that this document(s) includes all required disclosures under Applicable Law (including without limitation under federal interest laws and provincial cost of credit legislation).
4. A photocopy of one piece of identification which could include at least one government issued photo identification. The Broker Customer's photo identification may include a current or expired passport or a current driver's license or a current provincial picture identification card or a current Canadian Department of National Defence (DND) picture identification card or any other current provincial or federally recognized picture identification. Other acceptable identification, where photo identification is not available, includes a current version of a provincial health insurance card, social insurance number card, birth certificate, native or Métis status card, citizenship card, employment picture identification (current employer only), or subsidiary issued card, other competitor payday loan card, store credit card, other credit card, union card, or current Canadian VISA.
5. A photocopy of a recent vehicle registration, utility, telephone, or cable TV bill issued in the Broker Customer's name (or legal spouse or roommate) with an address that conforms to the residential address provided by the Broker Customer (billing period of statement must end not more than 40 days before the date the loan application is made)

must be supplied by all new customers. Current or previous customers requesting a new Loan must provide updated information at least every six months.

6. Photocopy of pay stub evidencing a source of income.
7. Photocopy of most recent bank statement of one the following types:
 - (a) a mailed out account statement with an end of period cut-off date not more than 45 days before the date the loan application is made and must include Broker Customer's name and the corresponding bank account identification number;
 - (b) an ATM generated account statement with an end of period cut-off date not more than 5 days before the date the loan application is made and must be for at least a 14 day period and must include Broker Customer's bank account identification number;
 - (c) a personal computer (internet) generated account statement with an end of period cut-off date not more than 5 days before the date the loan application is made and must be for at least a 30 day period and must include Broker Customer's name and the corresponding bank account identification number; evidencing that Broker Customer has an active chequing account.
8. Promissory Note in form satisfactory to (or otherwise previously approved by) Financier, where provincial or federal legislation will allow.
9. Security Agreement in form satisfactory to (or otherwise previously approved by) Financier.
10. Receipt signed by Broker Customer for funds advanced to Broker Customer (or for cheque delivered to Broker Customer if Broker Customer elects to receive funds by way of subsequently delivered cheque).
11. Optional Payment Plan, if any, in form satisfactory to Financier and Broker. This collection measure is only to be used where allowable by provincial and/or federal legislation.
12. An alternative means of payment should the Broker Customer neglect to make the required payment in one or both, if available, of the following forms:
 - (a) Pre-Authorized Debit Agreement made out to Broker and signed by Broker Customer for amount of interest and principal in form satisfactory to Financier.
 - (b) Personalized cheque made out to Broker and signed by Broker Customer for amount of principal and interest. Cheque must be drawn against the account that corresponds to the account statements received.^(a)
13. Broker Customer Receipt including summary of amounts due on maturity of loan and due dates in form satisfactory to Financier

Notes:

- (a) These cheques immediately upon delivery by the Broker Customer to Broker shall be endorsed on the back with the following endorsement using an ink stamp: "For deposit only to the credit of "The Cash Store" or "Instaloans".

Additional Documentation Requirements for Title Advance Loans to Be Secured Against a Motor Vehicle:

16. A registration history search against the Vehicle Identification Number.
17. A vehicle PPSA Security Agreement (in form satisfactory to Financier) executed by the Broker Customer.
18. Evidence that a PPSA registration against the Customer's name (with Financier as secured party) and the VIN of the vehicle has been registered in the PPSA registry.
19. A copy of the valuation (i.e. print off of the web pages) indicated on www.canadablackbook.com for the vehicle or similar as identified above.
20. A PPSA current search against (a) the Vehicle Identification Number for the vehicle and (b) the Customer's name, showing no other competing registrations other than the PPSA registrations in favour of Financier carried out forthwith after the registration referred to in paragraph 19 above.
21. A vehicle condition report (in form satisfactory to Financier) fully completed by employees of Broker at the time of application.
22. A photocopy of the Broker Customer's vehicle registration and insurance documents for the vehicle.
23. An electronic (or Polaroid) photograph of the vehicle (need not be printed but must be electronically stored so that it can be printed).

THIS PAGE COMPRISES SCHEDULE "C" ATTACHED TO AND FORMING PART OF A
BROKER AGREEMENT

LOAN SERVICES

(Note: The contents of this Schedule may be amended only by the written agreement of
both Financier and Broker)

Services to be Provided by and Responsibilities of Broker

Broker is responsible for providing the following services for all Loans funded by Financier:

1. Broker shall record applications by Broker Customers to receive loans and communicate those applications which meet the Loan Selection Criteria of Financier.
2. Broker shall verify the following information from the Loan Application Form for a Broker Customer:
 - (a) source of income;
 - (b) picture ID is accurate;
 - (c) banking information matches;

and ensure that a personalized cheque and/or a Pre-authorized Debit Form are made out for the amount of the principal and interest owing.

3. Where applicable pursuant to the Loan Selection Criteria established by Financier, Broker shall apply pre-set loan evaluation and limiting criteria to the loan applications to determine whether the proposed loan meets Financier's pre-set criteria.
4. Broker shall maintain a database of information concerning Broker Customers with such information as Broker, acting with commercial reasonableness, deems appropriate and practical.
5. Broker shall verify the status of any electronic communication made by Broker and shall establish and maintain a back-up procedure for the reconstruction of any such lost or damaged electronic communication that is to be or has been transmitted.
6. Where applicable, Broker shall review confirmation screens before transmitting any information to Financier (or Financier's agent(s) or service bureau(s)) and shall verify that the information gathered in accordance with this Agreement is accurately recorded from the information provided to Broker before providing or transmitting it.
7. Broker shall to the extent it deems it economic and practical, send and receive batch file information to/from other databases and systems (for example, but without limitation, bank account activity, service bureau activity and cash card facility information) necessary for Broker to integrate into Broker's data base in order to accumulate and report information required by this Agreement.
8. Broker shall to the extent it deems it economic and practical, collect most documents necessary to satisfy the Documentation & Funding Requirements for each Loan.

9. Broker shall, if requested by Financier, deliver to Financier those documents, or portions thereof, where required by the Loan Selection Criteria and Documentation & Funding Requirements.
10. Broker shall track and calculate all interest accruing due from the Broker Customer to Financier.
11. Broker shall track all payments received from Broker Customers on Loans and for each such payment record (a) the date the payment was received by Broker (if the payment is handled by Broker before delivery to Financier), (b) the date of deposit of the payment into the Designated Financier Bank Account and (c) where cheques are returned NSF or Pre-authorized debits are later reversed, the date that the reversal occurred;
12. Broker shall, as allowed by applicable provincial and/or federal collection legislation, provide a phone call reminder to each Broker Customer before a payment is due of the date and amounts owing. The reminder may be provided by direct call to the Broker Customer or by leaving a message with the person answering the phone or on answering machine for such phone number.
13. Broker shall on an ongoing basis provide such additional Maintenance and Facilitation Services as Broker deems appropriate to enhance the quality of its services and its competitiveness.
14. Where payment by a Broker Customer is to be made by any means other than cash or Broker debit terminal, the Broker will, to reduce dishonoured item charges, to the extent it deems it economic and practical, use all reasonable and available means to verify funds before attempting any cheque or electronic deposits. Every attempt will be made to have the Broker Customer pay by cash or debit.
15. Broker shall prepare such weekly and monthly reports concerning all activities related to the Loans as Broker may deem reasonably necessary from time to time.
16. For loans secured against vehicles, Broker shall verify the name of the Broker Customer, the name indicated as the registered owner on the provincial license registration and the insured's name on the evidence of insurance all indicate the same name which corresponds to the Broker Customer's other identification;

Default Realization Services Provided by the Broker:

"Default Realization Services" means the services and activities for the collection of payment of principal, interest and other costs after a default in payment of a Loan occurs.

The Default Realization Services are subject to the applicable federal and provincial collection laws and regulations.

In the event, Broker Customer does not pay in full when due (with respect to interest or principal), Broker shall begin Default Realization Services but only to the extent that Broker, acting with commercial reasonableness, deems the same to be practical and economic. Broker shall be responsible for all expenses necessary or desirable in connection with performance of the collection process including hiring and administering outside "Third Party Collection Agencies" (excluding portions of the Loan retained by or paid to Broker under Section 7.2 hereof

and amounts paid to Third Party Collection Agencies as their fee for successful collection), staff costs, legal costs, court filing costs, registration costs, bailiff/civil enforcement agency costs, sales costs/commissions in relation to sales of realized collateral, provided that if a particular realization results in costs or other proceeds being obtained in addition to the principal and interest owing to Financier (i.e. an award for costs) any collected amounts may first be applied by Broker to reimburse Broker for the out of pocket expenses of Broker incurred during the realization with the balance to be applied in repayment of the Loan.

The Default Realization Services to be provided by Broker may include but are not limited to:

- 1) Contacting customer by home phone, cellular phone, work phone, landlord, references, e-mail, letters, or home visit. These attempts will continue until the Loan is paid in full or it is determined that a third party collection agency should be retained to attempt collection of amounts owing.
- 2) Presenting Optional Payment Plan form to employer, where allowed by applicable federal or provincial collection legislation.
- 3) Attempt on or around the customer payday, spouse's payday or government cheque days to certify any cheques on file or process any Pre-authorized Debit.
- 4) If at anytime during the collection process it is determined that the customer is no longer employed or is no longer at the listed residence, intensified skip tracing efforts will begin.
- 5) At or around 30 days past due, send a letter notifying the customer of possible legal proceedings and/or third party collection activities, should the account not be paid in full right away.
- 6) At or around 60 days past due, if there is still dialogue with the customer, send the customer a one time "amnesty letter" offering a structured payout of the loan over a set period of time. The customer would be required to pay interest and a portion of principal on each payment until the account is paid in full. Interest would continue to accrue daily on the remaining principal outstanding.
- 7) If still unpaid at 90 days past due, and no payment has been made in the past 30 days, send a final letter to the customer advising the account must be paid in full within 10 business days or it will be turned over to a third party collection agency.
- 8) At or around 120 days past due and no payment received in the past 30 days, the account is then turned over to the Broker's internal collection department and they will attempt collection for a period of 60 days.

If the internal collection department is unsuccessful the account is then turned over to a Third Party Collection Agency. The account may be turned over to a Third Party Collection Agency anytime during the collection process if it is determined by Broker that this is the most effective method for collection. The Third Party Collection Agency will follow its own procedures for obtaining payment. Any funds collected by the Third Party Collection Agency, less the portion of the collected amount retained by the Third Party Collection Agency for their fee for successful collection, will be applied to amounts owing to Financier.

- 9) All reasonable and lawful collection and communication methods, within a cost effective structure, may be used to attempt collection of the account.
- 10) Files will continue to be worked diligently by Broker until it has been determined that the Loan should be given to a third party collection agency.
- 11) All realization activities will cease upon notification of bankruptcy of Broker Customer. "Proof of Claim" as secured creditor, unsecured creditor or both to be filed with bankruptcy trustee.

For greater certainty Broker, acting with commercial reasonableness, is authorized on the Financier's behalf to settle or compromise any Loans in default and to accept part payment of any Loan in full satisfaction thereof.

Additional Realization Requirements for Title Loans to Be Secured Against a Motor Vehicle:

- 1) If payment is not received before the 30th day past due, or sooner, instruct a seizure of the vehicle to be carried out.
- 2) For each seized vehicle arrange for storage of vehicle for necessary time under provincial legislation.
- 3) For each seized vehicle provide such notices to the vehicle owner (and other creditors, if required under applicable law) of the seizure, planned sale method and other information required by provincial legislation.
- 4) For each seized vehicle instruct the sale of the vehicle at the earliest time permitted by provincial legislation in the manner permitted by the legislation.
- 5) Distribute proceeds in accordance with applicable law and this Agreement.

Retention of Records:

Broker shall retain Records and documents required to be obtained in connection with each Loan (other than those that are required to be delivered and are delivered to Financier) for a period of not less than (a) 3 years after the Loan is repaid in full along with all interest, (b) 4 years after the Loan was originally made in the case of Loans which are not repaid in full or (c) as required by law.

THIS PAGE COMPRISES SCHEDULE "D" ATTACHED TO AND FORMING PART OF A
BROKER AGREEMENT

LOAN MANAGEMENT POLICY & PROCEDURE MANUAL

(Note: The contents of this Schedule may be amended by Broker from time to time)

See Attached

TAB C

THIS IS EXHIBIT "C" REFERRED
TO IN THE AFFIDAVIT OF

Erin Armstrong

SWORN THE 13th DAY OF April 2014

Mitchell Allison

A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law



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

January 2014

Account Reconciliation

	MONTH	YTD	
Funds made available, opening	\$ (25,502,000)	\$ (25,502,000)	
Funds transferred to The Title Store	-	-	
Funds transferred to LoansAB	-	-	
Additional funds advanced to CSF	-	-	
Payday Loan Portfolio	2,564,508	2,564,508	
Lines of Credit	9,493,024	9,493,024	
Balance Forward	8,871,073	8,871,073	
Interest Collected	(874,767)	(874,767)	
Accounts Written Off**	567,242	567,242	
Recoveries	(110,386)	(110,386)	
Credit for Fraudulent Loans	-	-	
Cash payments made	-	-	
Bank Fees	-	-	
Broker Retention Contribution*	371,904	371,904	
Funding (Excess) / Deficiency	\$ (4,619,402)	\$ (4,619,402)	\$ -

*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	Lines of Credit	Total
Prior Month Closing Balance	\$ 2,490,926	\$ 12,002,010	14,492,936
New Loans	3,365,816	19,337,040	22,702,856
Collections	(3,147,992)	(9,005,587)	(12,153,579)
Accounts Written Off**	(144,242)	(423,000)	(567,242)
Purchased by CSF	-	(3,315,580)	(3,315,580)
Transfers from other lenders	-	-	-
Transfers to other lenders	-	(9,101,859)	(9,101,859)
Current month closing balance	\$ 2,564,508	\$ 9,493,024	12,057,532

Page 1 of 2



The Cash Store Financial Services Inc.
15511 - 123 Avenue Edmonton, AB Canada T5V 0C3
Phone: 780.408.5110 Fax: 780.408.5122
TSX:CSF NYSE:CSFS
www.csfinancial.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	\$ 1,699,086	\$ 363,964	\$ 209,151	\$ 178,525	\$ -	\$ 2,450,727
AR Discrepancy in Investigation					\$	\$ 113,782
Adjustment for Late PADS						
Total	\$ 1,699,086	\$ 363,964	\$ 209,151	\$ 178,525	\$ -	\$ 2,564,508

2. Lines of Credit

Province	Current	1-30 Days Overdue	31-60 Days Overdue	61-90 Days Overdue	90 Days + Overdue	Total
Manitoba	\$ 2,469,546	\$ 182,016	\$ 1,800	\$ 430	\$ -	\$ 2,653,791
Ontario	\$ 6,439,713	\$ 569,877	\$ 5,663	\$ 4,991	\$ 569	\$ 7,020,814
AR Discrepancy Under Investigation					\$	\$ (181,579)
Adjustment for Late PADS					\$	\$ -
Total	\$ 8,909,259	\$ 751,893	\$ 7,462	\$ 5,420	\$ 569	\$ 9,493,026

Page 2 of 2



The Cash Store Financial Services Inc.
 15511 - 123 Avenue Edmonton, AB Canada T5V 0C3
 Phone: 780.408.5110 Fax: 780.408.5122
 TSX:CSF NYSE:CSFS
www.csfinancial.ca



TAB D

THIS IS EXHIBIT "0" REFERRED
TO IN THE AFFIDAVIT OF

Erin Armstrong

SWORN THE 13th DAY OF April 2014

Mitch Allison

A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law


www.csfinancial.ca

LENDER STATEMENT OF ACCOUNT FOR THE TITLE STORE
Trimor Annuity Focus Limited Partnership #5

January 2014

Account Reconciliation

	MONTH	YTD
Funds made available, opening	(1,500,000) \$	(1,500,000)
Additional funds advanced to The Title Store	\$ -	-
Title Loans Portfolio	1,610,608	1,610,608
Balance Forward	(163,166)	(163,166)
Interest Collected	(61,751)	(61,751)
Cash payments made	21,875	21,875
Accounts Written Off	17,601	17,601
Funding (Excess) / Deficiency	<u>\$ (74,834)</u>	<u>\$ (74,834)</u>

Portfolio Continuity

	Title Loans
Prior Month Closing Balance	\$ 1,534,595
New Loans	226,485
Collections	(132,872)
Accounts Written Off	(17,600.86)
Current month closing balance	<u>\$ 1,610,608</u>



The Cash Store Financial Services Inc.
 15511 - 123 Avenue Edmonton, AB Canada T5V 0C3
 Phone: 780.408.5110 Fax: 780.408.5122
 TSX:CSF NYSE:CSFS
www.csfinancial.ca



TAB E

January 23, 2014

The Cash Store Inc.
15511 123 Avenue
Edmonton, Alberta
T5V 0C3

1518534 Alberta Ltd
General Partner
Trimor Annuity Focus Limited Partnership #5
110 -9th Avenue SW
9th Floor
Calgary, AB T2P 0T1

Attention: Mr. Gord Reykdal

Reduction in Loan Amount Limit

Dear Gord:

Pursuant to The Broker Agreement between Trimor Annuity Focus Limited Partnership #5 ("the Partnership") and The Cash Store Inc, we are providing written notice that the total Loan Amount which the Partnership is prepared to fund is reduced to \$23,000,000.

Please confirm receipt of this Notice and advise when you anticipate returning principal so that we may communicate this to investors who have requested redemption.

Very truly yours,

On Behalf of the General Partner of Trimor Annuity Focus Limited Partnership #5.



Geoff Whitlam

cc. Craig Warnock, CFO Cash Store Financial
Andrew Selbie

THIS IS EXHIBIT "E" REFERRED
TO IN THE AFFIDAVIT OF
Erin Armstrong
SWORN THE 13th DAY OF April 2014
Mitchell R. Allison
A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law

TAB F



THIS IS EXHIBIT 'F' REFERRED
TO IN THE AFFIDAVIT OF 86
Erin Armstrong
SWORN THE 13th DAY OF April 2014
[Signature]
A Notary Public
in and for the Province of Alberta

News Release

February 19, 2014

Mitchell R. Allison
Student-at-Law

Cash Store Financial Provides Ontario Update; Board Establishes Special Committee of Directors

EDMONTON, February 19, 2014 /CNW/ - The Cash Store Financial Services Inc. ("Cash Store Financial" or the "Company") (TSX: CSF; NYSE: CSFS) today announced that its Board of Directors has constituted a special committee of independent directors to review and respond to recent developments in Ontario.

On February 12, 2014, the Ontario Superior Court of Justice ordered that the Company's subsidiaries, The Cash Store Inc. and Instalozans Inc., are prohibited from acting as a loan broker in respect of its basic line of credit product without a broker's license under the *Payday Loans Act, 2008* (the "Payday Loans Act"). As part of its overall business strategy, and as a result of the current regulatory environment and the court decision, the Company has taken all steps necessary to immediately cease offering all line of credit products offered to its customers in the Ontario branches.

On February 13, 2014, the Ontario Registrar of Payday Loans issued a proposal to refuse to issue a lender's license to the Company's subsidiaries, The Cash Store Inc. and Instalozans Inc., under the *Payday Loans Act, 2008*. Therefore, the Company is not currently permitted to sell any payday loan products in Ontario.

The Board of Directors believes that in light of these recent developments, it is prudent to mandate a special committee to carefully evaluate the strategic alternatives available to the Company with a view to maximizing value for all of its stakeholders. The special committee has engaged Osler, Hoskin & Harcourt LLP as its independent legal advisor to assist it in its strategic alternative review process.

The Board has not established a definitive timeline for the special committee of independent directors to complete its review and there can be no assurance that this process will result in any specific strategic or financial or other value-creating transaction. The Company does not currently intend to disclose further developments with respect to this process, unless and until the Board of Directors approves a specific transaction, concludes its review of the strategic alternatives or otherwise determines there is material information to communicate.

About Cash Store Financial

Cash Store Financial is the only lender and broker of short-term advances and provider of other financial services in Canada that is listed on the Toronto Stock Exchange (TSX: CSF). Cash Store Financial also trades on the New York Stock Exchange (NYSE: CSFS). Cash Store Financial operates 510 branches across Canada under the banners "Cash Store Financial" and "Instalozans". Cash Store Financial also operates 27 branches in the United Kingdom.

Cash Store Financial and Instaloes primarily act as lenders and brokers to facilitate short-term advances and provide other financial services to income-earning consumers who may not be able to obtain them from traditional banks. Cash Store Financial also provides a private-label debit card (the "Freedom" card) and a prepaid credit card (the "Freedom MasterCard") as well as other financial services, including bank accounts.

Cash Store Financial employs approximately 1,900 associates and is headquartered in Edmonton, Alberta.

Cash Store Financial is a Canadian corporation that is not affiliated with Cottonwood Financial Ltd. or the outlets Cottonwood Financial Ltd. operates in the United States under the name "Cash Store". Cash Store Financial does not do business under the name "Cash Store" in the United States and does not own or provide any consumer lending services in the United States.

For further information, please contact:

Gordon Reykdal, CEO, at 780-408-5118, or
Peter Block, NATIONAL Public Relations, 416-848-1431

Forward-Looking Information

This news release contains "forward-looking information" within the meaning of applicable Canadian securities legislation and "forward-looking statements" within the meaning of United States federal securities legislation, which we refer to herein, collectively, as "forward-looking information". Generally, forward-looking information can be identified by the use of forward-looking terminology such as "estimates", "plans", "expects", or "does not expect", "is expected", "budget", "scheduled", "forecasts", "intends", "anticipates", or "does not anticipate", or "believes" or variations of such words and phrases or state that certain actions, events or results "may", "could", "would", "might", or "will be taken", "occur", or "be achieved". In particular, this news release contains forward-looking information with respect to the Credit Agreement, credit facilities being advanced under the Credit Agreement and the Company's ability to meet payment and interest obligations. Forward-looking information is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of Cash Store Financial, to be materially different from those expressed or implied by such forward-looking information, including, but not limited to, changes in economic and political conditions, legislative or regulatory developments, technological developments, third-party arrangements, competition, litigation, risks associated with but not limited to, market conditions, and other factors described under the heading "Risk Factors" in our Annual MD&A, which is on file with Canadian provincial securities regulatory authorities, and in our Annual Report on Form 20-F filed with the U.S. Securities and Exchange Commission. All material assumptions used in providing forward-looking information are based on management's knowledge of current business conditions and expectations of future business conditions and trends, including our knowledge of the current credit, interest rate and liquidity conditions affecting us and the general economic conditions in Canada, the United Kingdom and elsewhere. Although we believe the assumptions used to make such statements are reasonable at this time and have attempted to identify in our continuous disclosure documents important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. Certain material factors or assumptions are applied by us in making forward-looking information, including without limitation, factors and assumptions regarding our continued ability to fund our payday loan business, rates of customer defaults, relationships with, and payments to, third party lenders, demand for our products, our operating cost structure, current consumer protection regulations, as well as the ability to meet payments and interest obligations under the Credit Agreement, relationships with the Lenders and ability to abide by the terms of the Credit Agreement. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward-looking information. We do not undertake to update any forward-looking information, except in accordance with applicable securities laws.



News Release

February 20, 2014

Cash Store Financial Provides Update On Strategic Review Process

EDMONTON, February 20, 2014 /CNW/ - The Cash Store Financial Services Inc. ("Cash Store Financial" or the "Company") (TSX: CSF; NYSE: CSFS) today announced that the special committee of its Board of Directors has selected Rothschild as its independent financial advisor to assist it in its strategic alternative review process.

As previously disclosed, the Board of Directors constituted a special committee of independent directors to (i) review and respond to recent developments in Ontario regarding the Company's inability to sell payday loan products in Ontario and (ii) to carefully evaluate the strategic alternatives available to the Company with a view to maximizing value for all of its stakeholders.

The Board has not established a definitive timeline for the special committee of independent directors to complete its review and there can be no assurance that this process will result in any specific strategic or financial or other value-creating transaction. The Company does not currently intend to disclose further developments with respect to this process, unless and until the Board of Directors approves a specific transaction, concludes its review of the strategic alternatives or otherwise determines there is material information to communicate.

About Cash Store Financial

Cash Store Financial is the only lender and broker of short-term advances and provider of other financial services in Canada that is listed on the Toronto Stock Exchange (TSX: CSF). Cash Store Financial also trades on the New York Stock Exchange (NYSE: CSFS). Cash Store Financial operates 510 branches across Canada under the banners "Cash Store Financial" and "Instaloans". Cash Store Financial also operates 27 branches in the United Kingdom.

Cash Store Financial and Instaloans primarily act as lenders and brokers to facilitate short-term advances and provide other financial services to income-earning consumers who may not be able to obtain them from traditional banks. Cash Store Financial also provides a private-label debit card (the "Freedom" card) and a prepaid credit card (the "Freedom MasterCard") as well as other financial services, including bank accounts.

Cash Store Financial employs approximately 1,900 associates and is headquartered in Edmonton, Alberta.

Cash Store Financial is a Canadian corporation that is not affiliated with Cottonwood Financial Ltd. or the outlets Cottonwood Financial Ltd. operates in the United States under the name "Cash Store". Cash

Store Financial does not do business under the name “Cash Store” in the United States and does not own or provide any consumer lending services in the United States.

For further information, please contact:

Gordon Reykdal, CEO, at 780-408-5118, or
Peter Block, NATIONAL Public Relations, 416-848-1431

Forward-Looking Information

This news release contains “forward-looking information” within the meaning of applicable Canadian securities legislation and “forward-looking statements” within the meaning of United States federal securities legislation, which we refer to herein, collectively, as “forward-looking information”. Generally, forward-looking information can be identified by the use of forward-looking terminology such as “estimates”, “plans”, “expects”, or “does not expect”, “is expected”, “budget”, “scheduled”, “forecasts”, “intends”, “anticipates”, or “does not anticipate”, or “believes” or variations of such words and phrases or state that certain actions, events or results “may”, “could”, “would”, “might”, or “will be taken”, “occur”, or “be achieved”. Forward-looking information is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of Cash Store Financial, to be materially different from those expressed or implied by such forward-looking information, including, but not limited to, changes in economic and political conditions, legislative or regulatory developments, technological developments, third-party arrangements, competition, litigation, risks associated with but not limited to, market conditions, and other factors described under the heading “Risk Factors” in our Annual MD&A, which is on file with Canadian provincial securities regulatory authorities, and in our Annual Report on Form 20-F filed with the U.S. Securities and Exchange Commission. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward-looking information. We do not undertake to update any forward-looking information, except in accordance with applicable securities laws.



News Release

March 28, 2014

Cash Store Financial Provides Update on Strategic Review Process

Edmonton, Alberta, March 28, 2014 /CNW/ - The Cash Store Financial Inc. ("Cash Store Financial" or the "Company") (TSX:CSF) today announced that the Ontario Registrar of the Ministry of Consumer Services ("Registrar") has issued a final order to refuse a license under the *Payday Loans Act, 2008* ("Payday Loans Act") to the Company's subsidiaries, The Cash Store Inc. and Instalozans Inc. The Company is currently not permitted to sell any payday loan products in Ontario and will not be eligible to re-apply for a license for 12 months from the date of issuance of the final order. If the Company chooses to re-apply for a license after such time, the Company will be required to provide new or additional evidence for the Registrar to consider or demonstrate that material circumstances have changed.

The Company also announced that it has appealed the previously announced order of the Ontario Superior Court of Justice February 12, 2014 pursuant to which the Company's basic line of credit product was declared to be a payday loan and the Company was prohibited from acting as a loan broker in respect of its basic line of credit product without a broker's license under the Payday Loans Act. There is no certainty that the appeal will be successful and it is possible that the Company will be required to permanently close its Ontario operations.

The Company also announced that, as part of its ongoing strategic review, the Company and the advisors to the Special Committee of the Board of Directors have engaged in discussions with certain of the Company's creditors and other stakeholders to address near term liquidity issues that have arisen, including as a result of the suspension of the Company's right to make loans in Ontario. The Company has been notified of the formation of an ad hoc committee of holders of the Company's 11.5% senior secured notes through its legal and financial advisors and, accordingly, the ad hoc committee is one of the creditor groups involved in discussions with the Company regarding how to address its near term liquidity issues.

There is no certainty that the Company's near term liquidity issues will be resolved and, if resolved, on terms that are favourable to the Company.

About Cash Store Financial

Cash Store Financial is the only lender and broker of short-term advances and provider of other financial services in Canada that is listed on the Toronto Stock Exchange (TSX:CSF). Cash Store

Financial operates 510 branches across Canada under the banners “Cash Store Financial” and “Instaloans”. Cash Store Financial also operates 27 branches in the United Kingdom.

Cash Store Financial and Instaloans primarily act as lenders and brokers to facilitate short-term advances and provide other financial services to income-earning consumers who may not be able to obtain them from traditional banks. Cash Store Financial also provides a private-label debit card (the “Freedom” card) and a prepaid credit card (the “Freedom MasterCard”) as well as other financial services, including bank accounts.

Cash Store Financial employs approximately 1,900 associates and is headquartered in Edmonton, Alberta.

Cash Store Financial is a Canadian corporation that is not affiliated with Cottonwood Financial Ltd. or the outlets Cottonwood Financial Ltd. operates in the United States under the name “Cash Store”. Cash Store Financial does not do business under the name “Cash Store” in the United States and does not own or provide any consumer lending services in the United States.

For further information, please contact:

Gordon Reykdal, CEO, at 780-408-5118, or,

Craig Warnock, CFO, at 780-732-5683, or,

Peter Block, NATIONAL Public Relations, 416-848-1431

Forward looking statements

This news release contains “forward-looking information” within the meaning of applicable Canadian securities legislation and “forward-looking statements” within the meaning of United States federal securities legislation, which we refer to herein, collectively, as “forward-looking information”. Generally, forward-looking information can be identified by the use of forward-looking terminology such as “estimates”, “plans”, “expects”, or “does not expect”, “is expected”, “budget”, “scheduled”, “forecasts”, “intends”, “anticipates”, or “does not anticipate”, or “believes” or variations of such words and phrases or state that certain actions, events or results “may”, “could”, “would”, “might”, or “will be taken”, “occur”, or “be achieved”. In particular, this news release contains forward-looking information with respect to the final order of the Registrar, the ability of Cash Store Financial to obtain licenses under the Payday Loans Act in the future, the appeal of the February 12, 2014 decision of the Ontario Superior Court of Justice, the discussions with Cash Store Financial’s creditors and other stakeholders, Cash Store Financial’s liquidity position and the consequences of suspension of carrying on business in Ontario. Forward-looking information is subject to known and unknown risks, uncertainties and other factors that may cause the actual results, level of activity, performance or achievements of Cash Store Financial, to be materially different from those expressed or implied by such forward-looking information, including, but not limited to, changes in economic and political conditions, legislative or regulatory developments, technological developments, third-party arrangements, competition, litigation, risks associated with but not limited to, market conditions, and other factors described under the heading “Risk Factors” in our Annual MD&A, which is on file with Canadian provincial securities regulatory authorities, and in our Annual Report on Form 20-F filed with the U.S. Securities and Exchange Commission. All material assumptions used in providing forward-looking information are based on management’s knowledge of current business conditions and expectations of future business conditions and trends, including our knowledge of the current credit, interest rate and liquidity conditions affecting us and the general economic conditions in Canada, the United Kingdom and elsewhere. Although we believe the assumptions used to make such statements are reasonable at this time and have attempted to identify in our continuous disclosure documents important factors that could cause actual results to differ materially from those contained in forward-looking information, there may be other factors that cause results not to be as anticipated, estimated or intended. Certain material factors or assumptions are applied by us in making forward-looking information, including without limitation, factors and assumptions regarding our continued ability to fund our payday loan business, rates of customer defaults, relationships with, and payments to, third party lenders, creditors and other stakeholders, demand for our products, our operating cost structure, current consumer protection regulations and

other laws, Cash Store Financial's liquidity position and the consequences of suspension of carrying on business in Ontario. There can be no assurance that such information will prove to be accurate, as actual results and future events could differ materially from those anticipated in such information. Accordingly, readers should not place undue reliance on forward-looking information. We do not undertake and expressly disclaim any obligation to update any forward-looking information, except in accordance with applicable securities laws.

TAB G

**Trimor Annuity Focus
Limited Partnership #5**

Fax

To: Cash Store Financial Services Inc. **Fax:** (780) 443-2653

From: Trimor Annuity Focus LP #5 **Date:** April 4, 2014

Re: Loan Funds **Pages:** 3 (Including Cover)

Atten : Gordon Reykdal, Chief Executive Officer

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

Please see enclosed correspondence.

Thank you.

THIS IS EXHIBIT "G" REFERRED
TO IN THE AFFIDAVIT OF
Erin Armstrong
SWORN THE 13th DAY OF April 2014
M.A. Allison
A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law

TRIMOR ANNUITY FOCUS LP #5

April 4, 2014

BY FACSIMILE (780) 443-2653

THE CASH STORE INC.
1693926 Alberta Ltd
15511 - 123 Avenue
Edmonton, AB T5V 0C3

Attention: Gordon Reykdal, Chief Executive Officer

Dear Sirs and Mesdames,

Re: Integrity of Loan Funds Administered by The Cash Store Inc. and 1693926 Alberta Ltd. (individually the "Broker" and collectively the "Brokers")

Trimor Annuity Focus LP #5 ("**Trimor LP**") has advanced \$27,002,000.00 to the Brokers for the express purpose of facilitating loans directly to customers identified by a Broker as appropriate, pursuant to specified loan selection criteria. Subject to the agreed upon Broker fees, those loan funds and the interest proceeds received under all negotiated loan agreements remain the legal property of Trimor LP.

Notwithstanding any regulatory challenges that either Broker is dealing with in the Province of Ontario or otherwise, we expect and require that, all loan funding provided by Trimor LP be held and accounted for separately from any financial or other assets of either Broker. We do not consent to any co-mingling of any funds owned by Trimor LP with the financial assets of either Broker.

We request an immediate and complete accounting of all loans that either Broker has facilitated on behalf of Trimor LP, including all Broker fees, interest and repayment proceeds made pursuant to those Trimor LP loans. This request specifically includes a complete accounting of all fund flows to and from both the Trimor LP Designated Broker Bank Account and the Trimor LP Designated Financier Bank Account, as well as all Trimor LP funds held as a float in anticipation of pending loan approvals.

We are giving formal notice that we are reducing our loan amount limit to zero and request that any Trimor LP funds currently held as a float in anticipation of further loans be returned to us, as per our agreement with you. We also request that any Trimor LP funds, which are collected as part of ongoing loan repayments, be returned to us pursuant to the provisions of our agreement.

We also expect and require that all monthly interest payments, which have been forwarded by the Brokers throughout the course of the agreement with Trimor LP, continue to be made by the Brokers without exception or delay, for as long as either Broker continues to be in possession of any of Trimor LP's funds or administering any loan on Trimor LP's behalf.

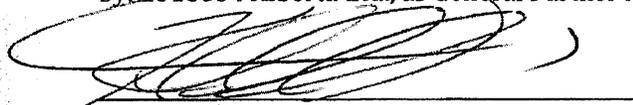
We have not yet received the required interest payment, which you confirmed in writing would be forwarded to us on March 28, 2014. Please forward that overdue interest payment to us immediately.

We look forward to receiving the requested accounting and overdue payment right away.

Sincerely,

TRIMOR ANNUITY FOCUS LIMITED PARTNERSHIP #5

by: 1518534 Alberta Ltd., as General Partner for the Partnership



Kurt G. J. Soost, President

TAB H

THIS IS EXHIBIT "H" REFERRED
TO IN THE AFFIDAVIT OF

Erin Armstrong

SWORN THE 13th DAY OF April 2014

Mit Allison

A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law

Osler, Hoskin & Harcourt LLP
 Box 50, 1 First Canadian Place
 Toronto, Ontario, Canada M5X 1B8
 416.362.2111 MAIN
 416.862.6666 FACSIMILE

OSLER

Toronto

April 9, 2014

Montréal

Marc S. Wasserman
 Direct Dial: 416.862.4208
 mwasserman@osler.com
 Our Matter Number: 1152411

Ottawa

SENT BY EMAIL

Calgary

Mr. Kurt Soost
 Trimor Annuity Focus Limited Partnership #5
 400, 604 1st Street S.W.
 Calgary, Alberta T2P 1M7

New York

Dear Mr. Soost:

Re: Broker Agreement with The Cash Store Inc.

We are counsel to the Special Committee to the Board of Directors of The Cash Store Financial Services Inc. (collectively with its affiliates, "Cash Store"). Cash Store forwarded to us your correspondence dated April 4, 2014 on behalf of Trimor Annuity Focus Limited Partnership #5 ("Trimor").

Trimor and The Cash Store Inc. are parties to a broker agreement dated February 1, 2012 as amended on April 17, 2013 (the "Agreement").

We note your request for an immediate and complete accounting of loans facilitated on behalf of Trimor. Cash Store will be complying with such request, as Cash Store has been and intends to continue from an accounting perspective to separately account for loans brokered by Cash Store from the funds provided to Cash Store by Trimor under the terms of the Agreement. As you are aware, all funds collected from Cash Store's customers are comingled, including with funds collected in respect of loans brokered for Trimor under the Agreement. As such, there has never been a Trimor LP Designated Broker Bank Account or Trimor LP Designated Financier Bank Account as set out in your letter. Cash Store does have an account it uses to receive funds from third party lenders with respect to their the initial advance and will transfer funds to this account to make distributions to the third party lenders from time to time.

We acknowledge your request that the funds advanced by Trimor be returned to you. Section 2.2 of the Agreement provides that Trimor may determine the total amount it is prepared to fund on an ongoing basis to Cash Store's customers and that this limit may be re-established by Trimor upon 120 days written notice to Cash Store. Trimor's initial request for a return of \$4 million was made on January 23, 2014 and thus that initial notice takes effect on May 23, 2014. Similarly, the notice contained in your April 4, 2014 letter will take effect 120 days from the date of that letter.

OSLER

As previously indicated, Cash Store is hopeful that Trimor will be part of the solution to Cash Store's currently liquidity issues. We note that Trimor has executed a non-disclosure agreement and has been provided with non-public confidential information to assist Trimor in evaluating Cash Store's current situation. We look forward to continuing to discuss these matters with you in an effort to achieve a mutually beneficial solution to the challenges currently faced by Cash Store.

Finally, Cash Store is currently evaluating its liquidity position with its financial and legal advisors and will provide its position with respect to any monthly lender distributions in due course.

Yours very truly,



Marc S. Wasserman

MSW:ks

c: Client
Neil Augustine, *Rothschild Inc.*

TAB I

THIS IS EXHIBIT "I" REFERRED
TO IN THE AFFIDAVIT OF

Erin Armstrong
SWORN THE 13th DAY OF April 20 14

Mitchell R. Allison

A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law

From: Brett Harrison
Sent: April 12, 2014 5:39 PM
To: mwasserman@osler.com
Cc: Adam Maerov
Subject: The Cash Store Inc.

Marc,

As you know, we are counsel for Trimor Annuity Focus Limited Partnership #5 in connection with the Broker Agreements (the "Broker Agreements") entered into with The Cash Store Inc. and 1693926 Alberta Ltd (the "Brokers").

Funds were advanced to the Brokers by our client solely for the purpose of making loans to the Brokers' customers on our client's behalf in accordance with the Broker Agreements. It is clear from the Broker Agreements that any funds advanced to the Brokers by our client are to be held by the Brokers in a segregated account and that such funds may not be utilized by the Broker for any purpose other than making loans to the Brokers' customers on behalf of our client.

In light of the foregoing, our client was surprised and deeply troubled to learn from your April 9 letter that the Brokers have been comingling funds collected from our client's borrowers with other funds. As our client has already made clear, such comingling must stop immediately.

It has become increasingly clear to our client that the Brokers are experiencing significant liquidity issues and may be forced to bring an application for an Initial Order pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA").

In light of the Brokers' many connections to Alberta, we expect that any such application would be brought before the Court of Queen's Bench of Alberta (the "Alberta Court") in accordance with section 9 of the CCAA. The location of the The Cash Store Inc.'s head office in Edmonton would appear to be the most significant (if not determinative) factor. If any other factors are considered relevant, they include, without limitation, i) material ongoing operations in Alberta, ii) the fact that approximately \$41 Million in third party debt is subject to broker agreements in which the Brokers attorned to the courts of the province of Alberta, iii) it is the province in which the holder of at least \$5 Million of secured debentures resides, and iv) the existence of an outstanding injunction application before the Alberta Court.

We also expect that any Initial Order that might be sought by the Brokers will take into account our client's rights and interests, including the protection and preservation of its loans, loan proceeds, and post-filing contractual rights (subject of course to the typical stay of our client's ability to exercise rights and remedies without leave of the court). We trust that the Brokers will provide our client with reasonable notice of any anticipated CCAA filing and an opportunity to review the Brokers' proposed Initial Order so that our client has an opportunity to consider the impact of such an Initial Order and, if necessary, be heard at the application.

Such protections should include a direction that the Brokers comply with its obligations under the Broker Agreements. Obligations that should be expressly recognized include:

CONFIDENTIALITY NOTICE: This email, including any attachments, may contain information that is confidential and privileged. Any unauthorized disclosure, copying or use of this email is prohibited. If you are not the intended recipient, please notify us by reply email or telephone call and permanently delete this email and any copies immediately.

Please consider the environment before printing this e-mail.

TAB J

TRIMOR ANNUITY FOCUS LP #5

April 13, 2014

The Cash Store Inc.
17631 – 103rd Avenue
Edmonton AB T5S 1N8

1693926 Alberta Ltd.
15511 – 123rd Avenue
Edmonton, AB T5V 0C3

Attention: Gord Reykdal
Fax: (780) 443-2653

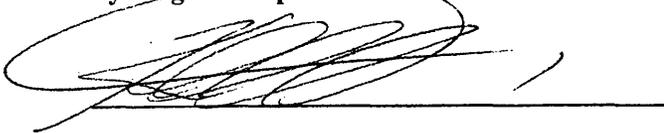
Re: Notice pursuant to Broker Agreement made between Trimor Annuity Focus Limited Partnership #5 (“Trimor LP”) and The Cash Store Inc., made as of June 5, 2012 and Broker Agreement made between Trimor LP and 1693926 Alberta Ltd., made as of June 5, 2012 (the “Broker Agreements”)

As you know, notice was provided by Trimor LP to The Cash Store Inc. on January 23, 2014 notifying The Cash Store that the amount Trimor LP is prepared to fund on an ongoing basis pursuant to the Broker Agreements is reduced to \$23,000,000. On April 4, 2014 a second notice was delivered by Trimor LP to The Cash Store and 1693926 Alberta Ltd. (collectively, the “Brokers”) notifying the Brokers that the amount Trimor LP is prepared to fund on an ongoing basis pursuant to the Broker Agreements is further reduced to \$0.

In addition to, and not in substitution for, the foregoing notices, Trimor LP hereby provides unconditional notice to Brokers that

- a) Trimor LP will no longer be deemed to have approved any loan to any Broker Customer pursuant to section 2.3 of the Broker Agreements and, for greater certainty, none of Trimor LP’s funds currently held by the Broker as a float in anticipation of Loans may not be used to fund any further Loans; and
- b) Trimor LP irrevocably elects not to renew the current terms of the Broker Agreements pursuant to section 6.3 of the Broker Agreements.

**Trimor Annuity Focus Limited Partnership #5,
by its general partner 1518534 Alberta Ltd.**



Kurt G. J. Soost, President

THIS IS EXHIBIT “J” REFERRED
TO IN THE AFFIDAVIT OF
Erin Armstrong
SWORN THE 13th DAY OF April 2014
Mitch Allison
A Notary Public
in and for the Province of Alberta

Mitchell R. Allison
Student-at-Law

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

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

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

**MOTION RECORD OF
TRIMOR ANNUITY FOCUS
LIMITED PARTNERSHIP #5**

(returnable June 11, 2014)

(Volume 1 of 3)

McMILLAN LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON M5J 2T3
Fax: (416) 865-7048

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Adam Maerov (LSUC# 48560H)
adam.maerov@mcmillan.ca
Tel: (403) 215-2752

Lawyers for Trimor Annuity Focus
Limited Partnership #5