

Execution Version

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

B E T W E E N:

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

- and -

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

- and -

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

- and -

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

- and -

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

-and-

424187 Alberta Ltd. ("424")

SETTLEMENT AGREEMENT

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

1. This Settlement Agreement between the Parties (the "Settlement Agreement") is to resolve, in accordance with the terms more particularly set out herein, the Claims (as defined in paragraph 9 herein), howsoever arising and in all jurisdictions, including Canada and the United States, and to provide the Release (as defined in paragraph 9 herein) in favour of the Released Parties (as defined in paragraph 9 herein) on the terms and conditions set forth herein.
2. The Defendants and 424 make no admissions of liability and waive no defences available to them with respect to the Claims (as defined in paragraph 9 herein) or otherwise.
3. It is the intention of the Parties that this Settlement Agreement shall be:
 - a. approved by an order of the supervising judge in the *Companies' Creditors Arrangement Act* ("CCAA") proceeding bearing Court File No. CV-14-10518-00CL (the "CCAA Proceeding"), who is also designated to hear the settlement approval motions in the Fortier Action and the Yeoman Action under the *Class Proceedings Act, 1992* (the "Court"), which orders shall be submitted to the Court in form and substance acceptable to counsel to the Defendants and 424, each acting reasonably (the "Fortier Settlement Approval Order" and the "Yeoman Settlement Approval Order");
 - b. approved by an order of the class action court overseeing the Western Canada Consumer Class Actions, which order shall be submitted to the court in form and substance acceptable to counsel to the Defendants and 424, each acting reasonably (the "Western Canada Settlement Approval Order"); and
 - c. implemented through a Plan of Compromise and Arrangement in respect of Cash Store under the CCAA, which Plan will be presented to the Court substantially in the form attached hereto at Schedule B (the "Plan"), for sanction by the Court pursuant to an order of the Court, which shall be submitted to the Court in form and substance acceptable to counsel the Defendants and 424, each acting reasonably (the "Sanction Order").
4. It is also the intention of the parties:
 - a. to seek recognition and enforcement of the Sanction Order by an order of the United States Bankruptcy Court for the Southern District of New York (the "U.S. Court") under Chapter 15 of the United States *Bankruptcy Code*, to be submitted to the U.S. Court in form and substance acceptable to counsel to the Defendants (the "Recognition Order");

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

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

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

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

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

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

Release of Claims and Bar Order

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

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

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

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

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

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

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

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

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

14. Prior to the Effective Date, Cash Store will formally abandon, discontinue and/or dismiss with prejudice its claims against Trimor Annuity Focus Limited Partnership, Trimor Annuity Focus Limited Partnership #2, Trimor Annuity Focus Limited Partnership #3, Trimor Annuity Focus Limited Partnership #4 and Trimor Annuity Focus Limited Partnership #6 and 0678786 B.C. Ltd. (formerly c.o.b. as McCann Family Holding Corporation) in the Ontario Superior Court of Justice (Commercial List) action bearing Court File No. CV-14-10770-00CL.

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

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

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

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

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

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

The Orders

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

Fortier

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

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

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

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

Yeoman

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

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

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

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

Western Canada Class Actions

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

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

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

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

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

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

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

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

US Orders

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

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

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

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

Conditions Precedent to Implementation of the Settlement

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

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

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

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

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

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

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

Implementation of the Settlement

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

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

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

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

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

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

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

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

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

plus reimbursement for expenses and disbursements.

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

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

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

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

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

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

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

49. The Claimants shall, following the Effective Date:

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

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

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

General

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

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

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

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

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

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

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

SIGNATURE LINES ON NEXT PAGE

Signature page to Settlement Agreement

Date: September 23, 2015


SISKINDS LLP

Lawyers for the Canadian Securities Class Action Plaintiffs

Date: September 23, 2015


KIRBY McINERNEY LLP

HOFFNER PLLC

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

Date:


BENNETT MOUNTEER LLP


Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:


HARRISON PENSA LLP

Lawyers for the Ontario Consumer Class Action Plaintiffs

Date:


OSLER, HOSKIN & HARCOURT LLP

Lawyers for the CRO

Date:


PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

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

Date:


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

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Date:

SISKINDS LLP

Lawyers for the Canadian Securities Class Action Plaintiffs

Date:

KIRBY McINERNEY LLP**HOFFNER PLLC**

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

Date:

Sept 22/2011

BENNETT MOUNTEER LLP

Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

HARRISON PENZA LLP

Lawyers for the Ontario Consumer Class Action Plaintiffs

Date:

OSLER, HOSKIN & HARCOURT LLP

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Date:

TORYS LLP

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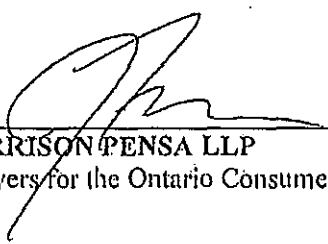
KIRBY McINERNEY LLP
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Date:

Sept. 22/2015


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Lawyers for the Ontario Consumer Class Action Plaintiffs

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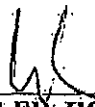
Lawyers for Western Canada Consumer Class Action Plaintiffs

Date:

HARRISON PENZA LLP

Lawyers for the Ontario Consumer Class Action Plaintiffs

Date: Sept 23, 2015



OSLER, HOSKIN & HARCOURT LLP

Lawyers for the CRO

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HARRISON PENSA LLP

Lawyers for the Ontario Consumer Class Action Plaintiffs

Date:

OSLER, HOSKIN & HARCOURT LLP

Lawyers for the CRO

Date: 9/23/2015



PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP

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Lawyers for Western Canada Consumer Class Action Plaintiffs

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HARRISON PENZA LLP

Lawyers for the Ontario Consumer Class Action Plaintiffs

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Lawyers for the CRO

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


Date:



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

Signature page to Settlement Agreement

Date: 23 Sept 2015


per MILLER THOMSON LLP
Lawyers for 424187 Alberta Ltd

Date:

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

Date:

CRAWLEY MACKAWN BRUSH LLP
Lawyers for the Defendant, Craig Warnock

Date:

BARRET REYKDAL

Date:

S. WILLIAM JOHNSON

Date:

HALLDOR KRISTJANSSON

Signature page to Settlement Agreement

Date:

MILLER THOMSON LLP
Lawyers for 424187 Alberta Ltd

Date:

September 23, 2015

LENCZNER SLAGHT ROYCE SMITH GRIFFIN LLP
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CRAWLEY MACKEWN BRUSH LLP
Lawyers for the Defendant, Craig Warnock

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McClelland

Date:

Sept 22/15



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CRAWLEY MACKEWN BRUSH LLP
Lawyers for the Defendant, Craig Warnock

Date: Sept 22/15



BARRET REYKDAL

Date:

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Date: Sept 22/15



HALLDOR KRISTJANSSON

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BARRET REYKDAL

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S. WILLIAM JOHNSON

Date:

HALLDOR KRISTJANSSON

Signature page to Settlement Agreement

Date: Sept 23/2015

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

SCHEDULE A

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

SCHEDULE B**Form of Plan of Compromise and Arrangement**

(omitted)

SCHEDULE C**CLAIMS NOT RELEASED BY D&O DEFENDANTS**

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

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