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FRANCHISE DISCLOSURE DOCUMENT

CASH PLUS, INC
a California corporation
3002 Dow Avenue, Suite 120
Tustin, California 92780
Phone (714) 731-2274
www.cashplusinc.com

The franchises described in this franchise disclosure document are for the operation of a check cashing store or conversion of an existing check cashing store

The total investment necessary to begin operation of a new franchise location is \$198,200 to \$284,700, for three (3) new "Express" locations is \$365,600 to \$539,800, and for converting an existing check cashing store is \$106,000 to \$151,000. This includes \$35,000 that must be paid to the franchisor or an affiliate for a new franchised location, \$35,000 for three new "Express" locations and \$17,500 for converting an existing check cashing store

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make a payment to the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Our Franchise Department at the above address and telephone number.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise", which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Registration of this franchise with the state does not mean that the state recommends it or has verified the information in this disclosure document. If you learn that anything in this disclosure document is untrue, contact the Federal Trade Commission and the State Administrators listed on **Exhibit C**.

Issuance Date January 2, 2014

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state

REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT

Call the state franchise administrator listed in **Exhibit C** for information about the franchisor, or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

Special Risk Factors

THE FRANCHISE AGREEMENT REQUIRES THAT MOST DISAGREEMENTS BE SETTLED BY ARBITRATION IN ORANGE COUNTY, CALIFORNIA OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR HOME STATE

ARBITRATION WILL NOT BE USED FOR ANY DISPUTE INVOLVING THE FRANCHISOR'S PROPRIETARY MARKS THESE DISPUTES WILL BE SUBMITTED TO A CALIFORNIA JUDICIAL DISTRICT WHERE THE FRANCHISOR HAS ITS PRINCIPAL PLACE OF BUSINESS

THE FRANCHISE AGREEMENT STATES THAT THE LAW OF THE STATE WHERE THE STORE IS LOCATED GOVERNS THE AGREEMENT THERE MAY BE OTHER RISKS CONCERNING THE FRANCHISE

The following states require that the franchise disclosure document be registered or filed with the state or be exempt from registration California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

This franchise disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates.

Effective Dates

California	
Hawaii	
Indiana	July 20, 2013
Michigan	April 6, 2013
Minnesota	January 9, 2013
North Dakota	June 28, 2013
Wisconsin	July 3, 2013

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EXHIBITS:

- A Franchise Agreement and Related Materials
 - Attachment A – Franchise Area
 - Attachment B – Personal Guarantee and Assumption of Obligations
 - State Addenda to Franchise Agreement
- B Area Development Agreement
- C List of State Agents and State Administrators
- D List of Current Franchisees
- E List of Former Franchisees
- F. Financial Statements
- G Receipts

ITEM 1. THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

To simplify the language in this offering circular, "we", "us", and "our" means the franchisor, Cash Plus, Inc. "You" and "your" means the person who purchases a CASH PLUS franchise. If you are a corporation, limited liability company, partnership or other legal entity, certain provisions of the franchise agreement and related agreements may apply to your shareholders, directors, officers, members, partners and owners.

FRANCHISOR. We were first incorporated as Cash Plus, Inc. in Delaware on December 14, 1984. We were later re-incorporated in California on April 16, 1985. We do business under the name "CASH PLUS". Our principal place of business is 3002 Dow Avenue, Suite 120, Tustin, CA 92780. Our agents for service of process are listed on **Exhibit C**.

AFFILIATES. We have no affiliates that provide products or services to our franchisees. Cash Plus, Inc. uses the client referral services of a number of business brokerage companies with several hundred offices located throughout the United States including, but not limited to, Franchise Network (FranNet), The Entrepreneur's Source (TES), Franchise Officer, Business Alliance and USFranBiz, Inc.

PREDECESSORS. Our corporate stock was purchased in March 1996 by Craig and Julie Wells from the prior owners and operators Jerry and Sherry Todd (our "Predecessors"), who were located at 3572 Arlington Avenue, Suite 2C, Riverside, CA 92506. Our Predecessors are no longer active in our business.

Our Predecessors offered franchises to operate CASH PLUS check cashing stores beginning in 1988. They operated a CASH PLUS Store from March 1985 to June 1991. Our Predecessors have not offered franchises in any other line of business. The principals of Cash Plus, Inc. opened one CASH PLUS store in March 1997 and one in May 1998.

FRANCHISOR'S BUSINESS. We sell individual franchises for check cashing, payday advances and other related services known as CASH PLUS and development rights for multiple franchises in a specific geographic area. We do not conduct any other business. The principals of the company own two stores under separate franchise agreements (See Item 20). We have offered these franchises since 1988. We have never offered franchises in any other line of business.

THE CASH PLUS FRANCHISE. A CASH PLUS Franchise Agreement grants you the right to establish and operate a CASH PLUS Store or three (3) CASH PLUS "Express" stores. A CASH PLUS Store is a retail service business specializing in check cashing, payday advances and related services. A CASH PLUS "Express" Store is a retail service business specializing in check cashing, payday advances and related services that is generally operated on a university campus or inside a gas station, airport, retail store or other similar host site. The general market for the products or services that you will offer consists of the general public. Your competitors will include

independent check cashing stores, finance companies, banks, local retailers and other businesses that will cash checks or offer personal loans

CASH PLUS Store franchises are available to owners and operators of existing independent check cashing stores after purchasing a CASH PLUS Store franchise and executing a Franchise Agreement with CASH PLUS as if they were a new franchisee and converting any existing independent check cashing stores, of which they are an owner, into CASH PLUS Stores

CASH PLUS "Express" Store franchises are available to owners of existing retail or business locations of which they are an owner After purchasing a CASH PLUS "Express" Store franchise and executing a Franchise Agreement with CASH PLUS as a new franchisee you are granted the right to open three (3) CASH PLUS "Express" Stores.

A CASH PLUS Area Development Agreement ("Development Agreement") grants you the right as an area developer ("Developer") to establish and operate multiple Stores within a specified geographic area (the "Option Area"), with each Store subject to a separate Franchise Agreement with us

INDUSTRY-SPECIFIC REGULATIONS There are specific federal, state and local laws, regulations and ordinances that apply to your business These regulations govern the fees your CASH PLUS Store may charge for certain transactions, and provide for required disclosures of fees and provisions for certain transactions Government agencies and legislative bodies may change these laws from time to time and you should be aware of any recent or pending changes You must comply with all laws, regulations and ordinances that apply to you and your franchised business

COMPETITION The check-cashing business is highly competitive You will compete against banks and other retail outlets as well as other check-cashing outlets, some of which may have greater financial and marketing resources than the CASH PLUS system Other check-cashing outlets may be locally owned and well established in their market

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ITEM 2. BUSINESS EXPERIENCE

President and Director - Craig Wells

Mr Wells has been our President and CEO since April 1996 when he and his wife purchased the company from Jerry E Todd, the Company's founder. From August 1994 through August 1995 Mr Wells was a minority stockholder and member of the board of directors of Two A Degree, Inc , a Southern California wholesale sporting goods distribution company From December 1985 through May 1994, Mr. Wells and his wife owned and operated a chain of photo processing shops in the Seattle, Washington, area under the name Julie's 1 Hour Photo From November 1990 through October 1994, Mr and Mrs Wells also owned and operated a MAACO Auto Painting and Bodyworks franchise in Seattle

Executive Vice President and Director - Julie Wells

Mrs Wells became our Executive Vice President and a Director in April 1996 when she and her husband purchased the stock of Cash Plus, Inc From August 1994 through August 1995 she was the Advertising Director for Two A Degree, Inc , a Southern California sporting goods distribution company From December 1985 through May 1994, Mrs. Wells and her husband owned and operated a chain of photo processing shops in the Seattle, Washington, area under the name Julie's 1 Hour Photo From November 1990 through October 1994 Mr and Mrs Wells also owned and operated a MACCO Auto Painting and Bodyworks franchise in Seattle

Vice President of Franchise Operations - Murray Schacher

Mr Schacher joined us as Vice President of Franchise Operations in February 2005 Before joining Cash Plus, Inc , he was the North American Sr Director of Acquisitions for Dollar Financial Group, owners of the Money Mart and Loan Mart stores in the United States, Canada and Great Britain from March 1984 to February 2005 While with Dollar Financial, Mr. Schacher served in a variety of positions including. teller, Store Manager, District Manager, Regional Manager, Sr Director of Operations and new store site selections.

Corporate Controller - Barbara Clark

Ms Clark joined us as our Controller in October 2003 She was the Credit and Human Resources Manager for Boise Workspace (a division of Boise Cascade) from July 2002 through 2004 Ms Clark was also Credit and Human Resources Manager for Workplace Interiors from 2000 thru 2002 She also served as Credit and Human Resources Manager for Interior Resources from 1989 to 2000

Area Manager & Field Support - Michelle Riddle

Ms Riddle was a teller in a principal-owned Cash Plus store in February 2002 and was promoted to assistant store manager in 2003. She became store manager in August 2003. Since March 2003 Ms Riddle has assisted franchisees with new franchisee training classes, on-going support and in-store training and evaluations.

ITEM 3. LITIGATION

There is no litigation that must be disclosed in this disclosure document.

ITEM 4. BANKRUPTCY

No person previously identified in ITEMS 1 or 2 of this disclosure document has been involved as a debtor in proceedings under the U.S. Bankruptcy Code or foreign bankruptcy codes required to be disclosed in this item.

ITEM 5. INITIAL FEES

FRANCHISE AGREEMENT The initial franchise fee for a single-unit Franchise Agreement is \$35,000 for a new franchised location, \$35,000 for three (3) new CASH PLUS "Express" franchised locations or \$17,500 for an established independent check cashing store converting to a CASH PLUS Store. The initial franchise fee is payable in a lump sum by cashier's check upon execution of the Franchise Agreement. The amount of the initial franchise fee is uniform as to each Franchisee, however, the initial franchise fee charged to a Developer of multiple franchises is reduced as described below. We do not offer financing for the initial franchise fee. The initial franchise fee is deemed paid to us upon our acceptance and execution of the Franchise Agreement, and is then fully earned and nonrefundable except as described below.

If you fail to obtain an acceptable site within 90 days after execution of the Franchise Agreement, or if you fail to successfully complete the initial franchise management training course, we have the right to terminate the Franchise Agreement, in which event, you will be entitled to a refund of 75% of the initial franchise fee paid by you, less any out of pocket expenses and sales commissions incurred and paid by us on your behalf, provided that you are not otherwise in default of the Franchise Agreement or any other agreement between you and us. The refund will be paid within 10 business days following our written notice of cancellation. The initial franchise fee is not refundable, in whole or in part, under any other circumstances.

If you are granted additional Franchise Areas, the initial franchise fee shall be \$17,500 for each additional Area or \$10,000 for each additional CASH PLUS "Express" franchised location.

In addition to the initial franchise fee for a new location, you will pay a Grand Opening Marketing Program Fee of \$5,000 which will be credited towards expenses incurred in the conduct of the Grand Opening Marketing Program outlined in the Operations Manual. Upon completion of the Grand Opening Marketing Program, which you must conduct within 60 days from the date of your store's opening, and upon providing us with written evidence of expenditures, we will reimburse you up to a maximum of \$5,000.

DEVELOPMENT AGREEMENT The development fee is payable in a lump sum by cashier's check upon execution of the Development Agreement. The development fee is calculated at the rate of \$2,000 for each Store that the Developer is authorized to develop under the Development Agreement being offered. A minimum of four Stores must be developed under each Development Agreement. The development fee is deemed paid to us upon our acceptance and execution of the Development Agreement, and then fully earned for administrative and other expenses incurred by us and for development opportunities lost or deferred as a result of the rights granted to you. The development fee is not refundable.

In addition to the development fee, you must execute a Franchise Agreement concurrently with the Development Agreement. The initial fee for the first Franchise Agreement is \$35,000 for a CASH PLUS Franchise Store payable upon execution by you. The initial fees for later Franchise Agreements executed by you are specified in the Fee Schedule attached to the Development Agreement and range from \$12,500 to \$17,500 for a CASH PLUS Franchise Store, depending on the number of franchises you own in the Option Area. Each initial franchise fee is payable upon your execution of each Franchise Agreement and is nonrefundable.

Proceeds from the initial franchise fee and development fee are, in part, profit to us and, in part, used to pay some of the following expenses and costs to us: (1) initial training of you and/or your employees, (2) guidance, assistance and advice provided by us for the Franchised Business, (3) plans and specifications for the Store and its equipment and supplies, (4) preparation and distribution by us of operations manuals and other technical and policy bulletins and manuals, (5) enforcement and protection of our trade name, trademarks and service marks and confidential information associated with the franchise, (6) research and development regarding the management and operation of the Franchised Business, (7) legal fees, and costs of compliance with federal, state and other laws, (8) selling, general and administrative expenses, and salaries and benefits of our employees, (9) commission for the procurement of Host retail locations.

ITEM 6. OTHER FEES

NAME OF FEE (1)	AMOUNT	DUE
Royalty (2)	6% of your gross sales	Payable weekly for prior week's gross sales or monthly on the 15 th day of the month
Advertising (3)	3% of your gross sales up to \$16,667 then 1% of your gross sales up to \$66,667	Same as Royalty
Transfer (4)	\$3,500 - \$5,000	Before sale or transfer of your franchise
Renewal fee	\$5,000	Upon Renewal
Late Payment (5)	2% per month of past due payment	Upon Invoice
Returned Check Fee	\$25 00 for each returned check	Upon Invoice

FOOTNOTES

- (1) You must make all of these payments to us. None of these fees are refundable to you for any reason.
- (2) The minimum royalty is \$500 per month. We currently collect Royalty and Advertising Fee payments on a monthly basis, in arrears, however, we have the right to collect these fees on a weekly basis from you for the prior week's Gross Sales. If you are a Developer with four or fewer Stores open and in operation in the Option Area, the royalty fee is 6% of gross sales. If you have five or more Stores open and in operation in the Option Area, the royalty fee for each franchise is 5% of gross sales. All other fees (including minimum fees of \$500 per month) are payable by you as provided in each Franchise Agreement.
- (3) The minimum advertising fee is \$300. The maximum monthly payment currently required is \$500.00. If we institute the full Advertising Fee, you will pay 3% of your gross sales for the first \$16,667, after which you will pay 1% of your gross sales up to \$66,667, for a total maximum monthly payment of \$1,000.

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- (4) If we locate the new franchisee for you, then you will pay a transfer fee equal to the then current initial franchise fee. The transfer fee for the transfer of your Developer interest or the Development Agreement is \$3,500 for a non-controlling transfer of interest and a fee not to exceed \$10,000 for a controlling transfer of interest.
- (5) Payable if you fail to pay us any fees in a timely manner. At our discretion, we can charge you a late fee of \$100 per delinquent payment in addition to the interest described above.
- (6) We reserve the right to impose a twenty-five (\$25) dollar fee on any returned check received from your bank.

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ITEM 7. YOUR ESTIMATED INITIAL INVESTMENT

(For opening new CASH PLUS store or converting existing check cashing business)

EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (1)	\$17,500 (conversion) \$35,000 (new)	Lump Sum	At signing of Franchise Agreement	Us
Grand Opening Fee (2)	\$5,000	Lump Sum	At signing of Franchise Agreement	Us
Training expenses	See Note (3)	As Incurred	During Training	Airlines, Hotels, and Restaurants
Real Estate	See Note (4)	As Incurred	Before Opening	Contractors
Computer (5)	\$12,500 to \$17,500	Lump Sum	Before Opening	Vendors
Equipment, fixtures and other fixed assets (6)	\$61,700 to \$92,200	As Incurred	Before Opening	Vendors
Inventory (6)	\$1,000 to \$2,500	As Incurred	Before Opening	Vendors
Insurance (6)	\$2,500 to \$4,500	As Incurred	Before Opening	Agent
Additional Funds (7)	\$45,500 to \$73,000	As Incurred	As Incurred	Employees, Supplies, Working Capital
Payday Advance Capital (8)	\$35,000 to \$55,000	As Incurred	As Incurred	Working Capital for Customer Advances
Total for a new check cashing store (9)	\$198,200 to \$284,700			
Total if you have an existing check cashing store (6) (9)	\$106,000 to \$151,000			

FOOTNOTES

None of the payments made to us are refundable unless specified to the contrary in the Notes below. Amounts paid to third parties may or may not be refundable depending on their respective refund policies.

(1) This fee is not refundable except under the circumstances set forth in ITEM 5 above.

(2) This fee is for the conduct of a Grand Opening Marketing Program that you must perform within sixty days (60) from the opening of your store. Any balance between actual expenses incurred and the fee paid is reimbursed to you.

(3) You are responsible for all of your expenses incurred during the initial training, including airfare or other travel expenses, room and board. These expenses are within your control and cannot be estimated by us.

(4) If you do not own premises suitable for use as the location of a CASH PLUS Store, you must purchase or lease suitable facilities. We estimate that a suitable location will be between 800 and 1,200 square feet and will rent for \$2,500 to \$5,000 per month, depending upon the size, condition and location of the facilities. If you purchase real property for the franchise location, your costs will be significantly higher.

(5) You must purchase or lease a computerized check cashing system that includes hardware, custom software and a digital photo system. The estimated cost is for two or three stations.

(6) If you own an operating check cashing store, then it can be assumed that all of the items related to the establishment of a new franchised store are already in place and will not be required. The only expenses that you may incur are new signage, computer system, printed materials, some possible redecorating and minor miscellaneous items, the cost of which should range between \$71,000 and \$96,000. If you do not currently offer payday advances, you will also need the payday advance capital, which will increase your requirements to \$106,000 to \$151,000.

(7) This estimates the start-up expenses that you will incur in your first 3 months of operation, which are likely to be offset, in part, by revenue during that period. Expenses may include lease costs, utility deposits, utility bills, business permits, license fees, salaries, royalties, advertising fees and supplies and other working capital requirements. These figures do not cover your personal living expenses, debt service needs, payday advance funding needs and other costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the franchised business. Your costs will depend on factors such as how well you follow our procedures, your management skill, local economic conditions, prevailing local wage rates, competition, and your activity level during the initial period.

FOOTNOTES CONTINUED ON NEXT PAGE

FOOTNOTES

(8) Working capital for the payday advance business (if allowed in the state) represents funds that must be made available for short-term advances. This estimate is only approximate. No guarantee is made that your costs will fall within these limits. Factors that will affect your needs include average size of advance given, average period an advance is outstanding, and how quickly your business grows.

(9) All of these costs except the initial Franchise Fee are only approximate. No guarantee is made that your costs will be within the limit specified, the costs could vary substantially for any particular location. Working capital requirements vary significantly depending on how quickly your business builds. We have relied on our own experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer direct or indirect financing of any fee or expense.

If a Development Agreement is entered into, the above figures do not include the Development Fee, or the additional initial costs which might be associated with the operation of a multiple unit development, including management and administrative overhead, additional site acquisition and lease costs, equipment costs, expanded advertising costs, and other various fees and costs. The total initial cost to each Developer cannot be reasonably estimated since each Development Agreement includes variations in the number of units to be developed and the size of the territory.

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ITEM 7-B. YOUR ESTIMATED INITIAL INVESTMENT

(For a CASH PLUS "EXPRESS" franchise store)

EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (1)	\$35,000	Lump Sum	At signing of Franchise Agreement	Us
Grand Opening Fee (2)	\$15,000	Lump Sum	At signing of Franchise Agreement	Us
Training expenses	See Note (3)	As Incurred	During Training	Airlines, Hotels, and Restaurants
Real Estate	See Note (4)	As Incurred	Before Opening	Contractors
Computer (5)	\$28,500 to \$34,500	Lump Sum	Before Opening	Vendors
Equipment, fixtures and other fixed assets	\$105,700 to \$159,500	As Incurred	Before Opening	Vendors
Inventory	\$1,500 to \$4,500	As Incurred	Before Opening	Vendors
Insurance	\$4,500 to \$11,500	As Incurred	Before Opening	Agent
Additional Funds (6)	\$85,400 to \$129,800	As Incurred	As Incurred	Employees, Supplies, Working Capital
Payday Advance Working Capital for Customer Advances (7)	\$90,000 to \$150,000	As Incurred	As Incurred	Working Capital for Customer Advances
Total for 3 new Express check cashing store (8)	\$365,600 to \$539,800			

FOOTNOTES (Item 7-B)

None of the payments made to us are refundable unless specified to the contrary in the Notes below. Amounts paid to third parties may or may not be refundable depending on their respective refund policies.

(1) This fee is not refundable except under the circumstances set forth in ITEM 5 above. This fee is for the purchase of three non-traditional CASH PLUS "Express" franchised locations.

(2) This fee is for the conduct of three Grand Opening Marketing Programs that you must perform within sixty days (60) from the opening of your three stores. Any balance between actual expenses incurred and the fee paid is reimbursed to you.

(3) You are responsible for all of your expenses incurred during each training session, including airfare or other travel expenses, room and board. These expenses are within your control and cannot be estimated by us.

(4) If you do not own premises suitable for use as the locations of your non-traditional CASH PLUS "Express" stores, you must purchase or lease three such suitable facilities. We estimate that suitable locations will be between 200 and 800 square feet and will rent for \$1,000 to \$3,000 per month, depending upon the size, condition and location of the facilities. If you purchase real property for any one of the three franchise locations, your costs will be significantly higher.

(5) You must purchase or lease three computerized check cashing systems that include hardware, custom software and a digital photo system. The estimated cost is for two or three stations at each location.

(6) This estimates the start-up expenses that you will incur at all three locations in your first 3 months of operation, which are likely to be offset, in part, by revenue during that period. Expenses may include lease costs, utility deposits, utility bills, business permits, license fees, salaries, royalties, advertising fees and supplies and other working capital requirements. These figures do not cover your personal living expenses, debt service needs, payday advance funding needs and other costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting the franchised businesses. Your costs will depend on factors such as how well you follow our procedures, your management skill, local economic conditions, prevailing local wage rates, competition, and your activity level during the initial period.

FOOTNOTES CONTINUED ON NEXT PAGE

FOOTNOTES (Item 7-B)

(7) Working capital for the payday advance business (if allowed in the state) represents funds that must be made available for short-term advances. This estimate is only approximate. No guarantee is made that your costs will fall within these limits. Factors that will affect your needs include average size of advance given, average period an advance is outstanding, and how quickly your businesses grow.

(8) All of these costs except the initial Franchise Fee are only approximate. No guarantee is made that your costs will be within the limit specified, the costs could vary substantially for any particular location. Working capital requirements vary significantly depending on how quickly your business builds. We have relied on our own experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. We do not offer direct or indirect financing of any fee or expense.

The above figures do not include additional initial costs which might be associated with the operation of a multiple unit development, including management and administrative overhead, additional site acquisition and lease costs, equipment costs, expanded advertising costs, and other various fees and costs.

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ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as noted below, you are not obligated to purchase or lease any goods, services, supplies, fixtures, equipment or inventory regarding the establishment or operation of the Franchised Business from us or suppliers designated by us. You must purchase or lease only items that meet our specifications and such items must be purchased from approved suppliers. In an effort to achieve consistency and lower costs to you, we may make some equipment, inventory, marketing and promotional materials, and supply items available for purchase or lease by you, which may include a markup or profit to us. We do not provide any benefits or additional rights to you based on your use of approved suppliers.

We maintain written lists of specifications that we have formulated for inventory, supplies, equipment and other products. These lists are in our Manuals. We furnish our specifications to suppliers on request. We formulate our specifications based on what we determine is the minimum required quality, performance and appearance for each item. We may modify our specifications on reasonable notice to you. We will consider your request for modification of a specification (or for the approval of an item that has not been previously approved) on your written request. We do not charge any fee for this. We may perform inspection or tests to determine if any item meets our specifications. We may charge a reasonable testing fee for the testing of the performance and reliability of any equipment or software. We will notify you of our approval or disapproval within 15 days after we complete our inspection or testing, which generally will be 30 to 60 days after we receive your request. If we disapprove any request, we will provide you with our reasons.

We maintain written lists of approved suppliers. These lists are in our Manuals. We grant and revoke approval of any supplier based on written criteria. We will provide you with those criteria on written request. We may grant or revoke approval of any supplier within reasonable notice to you. If we revoke approval, we either obtain the supplier's stock or let the stock run out. We will consider whether to approve a new supplier on your written request. We do not charge any fee for this. We may perform inspections and tests to determine if the supplier meets our criteria. We may charge a reasonable testing fee for the testing of the performance and reliability of any equipment or software. We will notify you of our approval or disapproval within 15 days after we complete our inspection or testing, which generally will be 30 to 60 days after we receive your request. If we disapprove any request, we will provide you with our reasons. You must use some supplies that are proprietary to us, including copyrighted forms and materials bearing our trademarks. You may obtain these supplies from us or any other approved supplier.

You must purchase a check cashing software program specifically customized for Cash Plus. We will arrange to have you purchase this program from a supplier authorized to sell the program to Cash Plus franchisees. Franchisees benefit from a volume discount arrangement and we receive no remuneration of any kind.

We estimate that the above-required purchase represents 10 to 15% of the total cost to establish and 1% of the cost to operate the franchise.

There are no purchasing or distribution cooperatives. Neither we nor our affiliates are approved suppliers or the only approved suppliers except that we are an approved but not the only supplier for those supplies that bear our trademarks or are proprietary to us. We will not derive revenue or other material consideration as a result of required purchases or leases. Designated suppliers will not make payments to us because of transactions with franchisees.

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ITEM 9. FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS DISCLOSURE DOCUMENT.

Obligation	Section in Franchise Agreement	Section in Development Agreement	Item in Offering Circular
a. Site Selection and acquisition/lease	12 1	None	Item 11
b. Pre-opening purchases/leases	12 6(b), 12 8	None	Items 7,8,11
c. Site development and other pre- opening requirements	12 3	None	Items 7, 11
d. Initial and ongoing training	11 2,11 3	5 2 1 (a-c)	Item 11
e. Opening	12 3 (b)	4 2	Item 11
f. Fees	5 1-5 7	2 1-2 3	Item 5,6,7
g. Compliance with standards and policies/Operating Manual	9 1, 12 6	None	Item 11
h. Trademarks and proprietary information	2 1, 8 1-8 3, 10 1-10 10	7 1-7 3	Items 13, 14
i. Restrictions on products/services offered	2 1, 12 6(f)	None	Item 16
j. Warranty and customer service requirements	None	None	None
k. Territorial development and sales quota	None	4 1-4 5	Items 12, 17
l. Ongoing product/service purchases	None	None	None
m. Maintenance, appearance and remodeling requirements	12 6	None	Item 11
n. Insurance	12 8	None	Item 7
o. Advertising	14 1-14 5	None	Items 6, 11
p. Indemnification	17 1, 18 1-18 3	14 1-14 7, 15	None
q. Owner's Participation/management staffing	11 1	5 2.1	Item 15
r. Records, Reports	7 3, 13 1-13 3, 13 5	5 2 2	None
s. Inspections/Audits	12 4, 13 4	5 2 2, 5 2 3	Item 11
t. Transfer	19 1-19 6	8 1-8 10	Items 6, 17
u. Renewal	4 1-4 3	None	Items 6, 17
v. Subscription	6 3	None	Item 11
w. Post-termination obligation	20 7, 20 9	11 1-11 3	Item 17
x. Non-competition covenant	15 1-15 5	12 1-12 9	Item 17
y. Dispute Resolution	21 1-21 2	10 1-10.2	Item 17

ITEM 10. FINANCING

We do not offer direct or indirect financing or guarantee your note, lease or other obligations

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we need not provide any assistance to you.

A Pre-opening Before you open your business, we will:

- 1 Designate your franchise area (Franchise Agreement 3 1)
- 2 Provide you with a copy of the Pre-Opening Manual, Operations Manual, Roadmap for Success Marketing Guidebook and our Compliance Manual
We may modify the Operations or other Manuals during the term of your franchise (Franchise Agreement 6 1(e))

As of October 2013, the table of contents of our Pre-Opening Manual, which contains 254 total pages, is as follows

Introduction and Overview	30 Pages
Business Set Up	11 Pages
Real Estate Site Selection	45 Pages
Post Site Selection Activities	23 Pages
Store Construction, Design, FF & E	41 Pages
Personnel Hiring	23 Pages
Quick Start Opening Promotions	46 Pages
Appendix/Forms	35 Pages

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As of October 2013, the table of contents of our Operations Manual, which contains 571 total pages, our Roadmap to Success Manual (383 pages) and our Compliance Manual with 157 pages, as follows

Introduction and Overview	10 Pages
Administrative Management	35 Pages
Managing Daily Store Procedures	49 Pages
Management Procedures and Techniques	45 Pages
Security Procedures	21 Pages
Facilities and Maintenance	16 Pages
Personnel Management	86 Pages
Customer Service	37 Pages
Teller Activities	100 Pages
Collections	82 Pages
Resources/Forms	90 Pages
Roadmap to Success Marketing Manual	383 Pages
Legal Compliance Manual	157 Pages

- 3 Provide you with training (Franchise Agreement 6 1(c))
- 4 Provide you with general specifications for the building, equipment, decor, layout and signs regarding your CASH PLUS Store (Franchise Agreement 6 1(a))
- 5 Provide you with on site assistance and promotional assistance in connection with the opening of your CASH PLUS Store (Franchise Agreement 6.1(d))

B Post-opening During the operation of your business, we will:

- 1 Provide you with instructions, service information, consultation, guidance and other operational advice (Franchise Agreement 6 1(f-i))
- 2 Examine and inspect your CASH PLUS Store and your store operations (Franchise Agreement 12.4)
- 3 Administer an advertising fund (Franchise Agreement 14 2)

Site Selection

We will not select a site for you. We will provide guidance and suggestions to you on looking for a site. If requested, we will contact the site owner for you and assist you with negotiations and preparations of a letter of intent. After selecting a site, you must obtain our prior approval of each site. Site approval or other site assistance or advice by us does not mean or guarantee that it will be a profitable or successful location.

The Franchise Agreement requires you to obtain an approved site within 90 days. However, our policy is to extend the time in 30-day increments if you are diligently seeking a suitable site. It has not been our policy or experience to terminate the agreement for failure to obtain an approved site. Our policy is to allow sufficient and reasonable time to find a suitable site.

In considering the approval of a site, we consider primarily, but not exclusively, demographic information for each area as population density, median income, and home ownership as compared to rental units. We also consider traffic patterns, nearby businesses, visibility of and access to the site and parking.

Training

We provide training at our principal-owned store located in Anaheim, California, and at our corporate headquarters located in Tustin, California. We provide this training regularly for six consecutive days for each session. Our training is as follows:

SUBJECT	INSTRUCTOR	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING
Store opening, closing, and balancing procedures	Michelle Riddle, Murray Schacher, Barbara Clark, or Julie Wells	4	7
Computer System training and transaction processing	Michelle Riddle, Murray Schacher or Julie Wells	5	10
New customer verification procedures	Michelle Riddle, Murray Schacher or Julie Wells	3	4
Customer service, personnel, collections, marketing, administrative, owner procedures	Michelle Riddle, Murray Schacher, Barbara Clark or Julie Wells	13	5

Each of these instructors has had more than four years of experience with us.

NOTES:

- (1) Upon signing of your Franchise Agreement, you will be provided with a manual entitled "Pre-Opening Manual" which contains all of the necessary information to assist you with site selection, lease negotiation and preparing for the opening of your CASH PLUS Store
- (2) On the job training will be conducted at an existing CASH PLUS store.
- (3) We make training available for you, your spouse, and your store manager. You must complete the training course to our satisfaction. We do not charge you for initial training, but you must pay all of your own travel, manager's salaries and living expenses. We offer additional training on an optional basis. No additional training is required at this time.

Time Before Opening

Franchisees generally open their businesses within 6 months after signing the Franchise Agreement. Factors which may affect the time to open your business include the ability to obtain a lease, license or permit, financing or building permits, zoning and local ordinances, weather conditions, shortage, and delayed delivery or installation of equipment, fixtures and signs.

Advertising

We have developed advertising and promotional materials for CASH PLUS stores and will make them available to you at a reasonable cost. You must contribute at least \$300.00 per month and may be required to contribute up to three percent (3%) of gross sales up to \$16,667 then after which you must contribute 1%, on Gross Sales up to \$66,667. The current maximum requirement is \$500.00 per month.

You may develop advertising materials for your own use at your own cost. You must obtain our prior written approval of all advertising materials.

Operations Manuals

We provide you a general manual which describes and illustrates the decor of a CASH PLUS Store, sign criteria, all forms and supplies, chart of accounts, sample P&L and balance sheet, a section on personnel management, an administration section covering rules and standards of the CASH PLUS system, and a promotions section covering advertising and promotion of your new CASH PLUS Store.

Computer System and Programs

Your business will need a computer that can use our designated check cashing software. We do not require any specific hardware requirements or brands, and the necessary hardware is generally available at a reasonable cost. The software is sold to the general public by Answers, etc. The software is modified for the CASH PLUS check cashing business and provides the management reports we recommend. The software tracks customers and local businesses as well as teller activity and inventory. It has been used in our system since March 1997. Franchisor reserves the right to direct access to the Franchisee's information and data stored in their computer database system. You must upgrade or update any hardware component or software program during the term of the franchise, and there are not contractual limitations on the frequency and cost of your obligation.

It will be your obligation to upgrade the computer system in the future as the need arises. A monthly maintenance contract is available which includes one upgrade per year at a cost of approximately \$100 per month. There is no contractual obligation to upgrade the hardware or software.

You will be required to subscribe to and use the IFX Intranet System provided by IFX International, Inc., in accordance with the terms and conditions stated in their subscription agreement and approved by Franchisor. Subscription fees are your sole responsibility and shall be paid directly to IFX International, Inc. or as designated by Franchisor, at an annual estimated cost of \$150.

There are no contractual or other limitations on your right to independent access to the information and data generated by the software regarding your business.

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ITEM 12. TERRITORY

You have the right to operate your business from a single location that we have approved. You cannot move your CASH PLUS Store without our consent.

Your territory is exclusive to the extent stated in this section. We will not operate or grant franchises for similar or competitive businesses within a territory defined in your Franchise Agreement. You cannot advertise or solicit orders within another franchisee's defined territory.

We may establish other systems involving similar or dissimilar products or services under different trademarks, and may establish franchised or franchisor-owned outlets for those other systems, in your territory. We currently do not franchise or operate any businesses that operate under different trademarks and sell products or services similar to those offered by our franchisees, and we have no plans to do so.

You do not receive the right to acquire additional franchises within defined territory or contiguous territories. There are no minimum sales quotas. We do not have the right to modify your defined territory. You maintain rights to your territory even though the population increases. You will have no options, rights of first refusal or similar rights to acquire additional franchises within the territory or contiguous territories.

As an owner of CASH PLUS "Express" franchise stores, you have the right to operate your stores at the specific addresses that we approve. You will not be granted an exclusive territory.

As an Area Developer, you may purchase franchises for the operation of multiple stores within a specified Option Area. You must purchase franchises and open stores for business within a specified time. We may terminate or modify the Area Development Agreement if you do not meet the Development Schedule in the Option Area.

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ITEM 13. TRADEMARKS

You have the right to operate your business under the name "CASH PLUS" in the U S or "CASH STOR" in Canada You may also use our other trademarks in the operation of your business. We have registered the following trademarks on the United States Patent Office Principal Register and filed all the required affidavits

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>
CASH PLUS	1,508,563	10/11/88
CASH \$ PLUS	2,190,405	09/22/98
BravoKids	2,552,371	03/26/02
Cash Plus Guy character	2,777,465	10/28/03
Cash Plus Dollar Square logo	3,368,240	01/15/08

We also have a trademark registration for CASH \$ STOR and design with the Registrar of Trade-marks office in Ottawa-Hull, Canada under file number 878,340 which was approved on July 27, 1998

You must follow our rules when using these marks You cannot use a name or mark as part of a corporate name or with modifying words, designs or symbols except for those that we license to you You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us

There are no currently effective material determinations of the patent and trademarks office, trademarks office, trademarks trial and appeal board, the trademarks administrator of any state or any court involving our principal trademarks There are no pending infringements, opposition or cancellation proceedings or material litigation involving our principal trademarks. Except in Polk County, FL, there are no agreements, which limit our rights to use or license our trademarks.

You must notify us immediately after learning about an infringement of or challenge to your use of our trademarks We will take the action we think appropriate to protect the integrity and validity of our trademarks We are not required to take any specific action in regards to infringement involving our trademarks We have the sole right to control administrative proceedings or litigation regarding any trademarks infringement

We will defend and indemnify you if you are a party to a legal proceeding involving a trademark licensed by us and used properly by you You must modify or discontinue the use of a trademark if we modify or discontinue it You must not contest our right to our trademarks, trade secrets or business techniques that are part of the CASH PLUS business.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that are material to your business

We have not filed an application for a copyright registration for the Operations Manuals, but we claim a copyright and the information in the Manuals is proprietary. You must take all steps that are necessary to protect the proprietary information from publication, communication or other unauthorized disclosure.

You cannot disclose any of the proprietary information, use it in any way, or assist any other person to use it either during the term of your franchise or at any time after that. The Operations Manuals remain our sole property and must promptly be returned to us upon the expiration, non-renewal, or termination of your franchise.

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You are not required to participate personally in the day-to-day operation of the franchised business. If you will not participate personally in the operation of the franchised business, then you must designate a manager who will devote his full time and best efforts to the day-to-day operations of the franchised business. You and your manager must satisfactorily complete the initial training program before you open the franchised business. Your manager does not need to be an owner or principal in your business. Except for our requirement of full-time status and successful completion of training, we do not place any restrictions on a manager.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer the services stated in the Operations Manuals and as described in the training courses that we provide. If you proposed to provide any services not previously approved by us, you must first notify us and submit the information as we request regarding the proposed services. We will, within a reasonable time, determine, in our sole discretion, whether offering such services is appropriate for a CASH PLUS Store and whether you will be authorized to offer the services.

We may modify, add to and discontinue products and services in our discretion. There are no limits on this right, except that our changes must be reasonable.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a Term of Franchise	4.1	10 Years
b Renewing franchise extension of the term Renewal Periods	4.2	You may renew the franchise for two 5 year renewal periods. "Renewal" may require you to sign a contract with materially different terms and conditions than your original contract.
c Requirements for agreement	4.2, 4.3	Sign new agreement Pay a renewal fee or extend a renewal fee of \$5,000
d Termination by You	None	None
e Termination by Us without cause	None	None
f Termination by Us terminate with cause	20.1-20.4	We can terminate your franchise if you default
g "Cause" defined-defaults which can be cured	20.4	You have 15 days after the written notice to cure the defaults
h "Cause" defined-defaults which cannot be cured	20.3	Abandonment, insolvency, receivership, unauthorized sale, knowing understatement of sales, 3 (three) defaults in 12 (twelve) months, health or safety danger, material misrepresentations, failure to comply with law after notice
i Your obligations on termination/non-renewal	15.1 (b), 20.7, 20.8, 20.9	You cannot operate in any manner that give the impression that you are operating a CASH PLUS Store. See also letters O and R below
j Assignment of contract by Us	19.6	We can transfer our obligations under the franchise to any person or legal entity
k "Transfer" by You – definition	19.1	Includes any voluntary or involuntary transfer of assets or change in ownership.

l	Our approval of transfer by You	19 2 (a)	We must approve all transfers, but cannot unreasonably hold our consent
m	Conditions for our approval of transfer	19 2 (b)	New franchisee must qualify, complete training, sign franchisee agreement, and pay fee
n.	Our right of first refusal to acquire your business	19 5	We can match any offer that you receive
o.	Our option to purchase upon termination	20 8, 20 9	We have the right to purchase your business or business' assets
p	Your death or disability	19 4	Franchise must be transferred to a qualified successor within 90 days.
q	Non-competition covenants during the term of the franchise	15 1 (a)	No interest in a competing business.
r	Non-competition covenant after the franchise is terminated or expires	15.1 (b)	No interest in a competing business for 2 years within your franchise area or within 25 miles of any CASH PLUS Store
s	Modification of the agreement	22.3	Requires consent of you and us The operating manual may be amended
t	Integration/merger clause	22 2	The written franchise agreement is the only binding agreement between you and us. Nothing in this Agreement or any related agreement is intended to disclaim the representations we have made in our Franchise Disclosure Document.
u.	Dispute resolution by arbitration or mediation	21 1, 21 2	Disputes must be resolved by arbitration, except any claim or action regarding our proprietary marks
v	Choice of forum	21.1, 21 2	Arbitration will be held in the county where our executive headquarters are located, currently Orange County, California.
w	Choice of law	22 1	Law of state where business is located applies

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our franchises

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC'S Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets. If there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying, or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Except as stated below in this Item 19, we do not make any representations about a franchisee's future financial performance or the past financial performance of Company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representation either orally or in writing. If you are purchasing an existing Outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our President, the Federal Trade Commission and the appropriate state regulatory agencies.

AVERAGE SALES OF CERTAIN CASH PLUS STORES

THE FOLLOWING SALES FIGURES ARE AVERAGES OF SPECIFIC STORES AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR POTENTIAL SALES THAT WILL BE REALIZED BY ANY OTHER FRANCHISEE. WE DO NOT REPRESENT THAT ANY FRANCHISEE CAN EXPECT TO ATTAIN THESE SALES. SUBSTANTIATION OF THE AVERAGES WILL BE MADE AVAILABLE TO PROSPECTIVE FRANCHISEES UPON REASONABLE DEMAND.

WE MAKE NO REPRESENTATIONS AS TO ACTUAL, AVERAGE, PROJECTED OR FORECASTED PROFITS OR EARNINGS YOU MAY EXPECT FROM THE OPERATION OF A CASH PLUS STORE.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR BUYERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

MONTH	# OF STORES IN COMPUTED AVERAGE	AVERAGE MONTHLY REVENUE	% OF STORES EXCEEDING AVERAGE
1	34	\$4,586	32%
2	34	\$7,132	35%
3	34	\$8,257	32%
4	34	\$9,571	32%
5	34	\$ 9,583	38%
6	34	\$ 9,881	38%
7	33	\$10,807	36%
8	33	\$11,435	48%
9	33	\$11,994	39%
10	33	\$12,844	39%
11	33	\$12,726	42%
12	33	\$13,167	45%
TOTAL		\$121,984	

NOTES

The above averages were computed from the unaudited sales and/or profit and loss statements submitted by franchisees. The actual averages of monthly revenue for the first twelve months of operation for those stores that opened between December 2005 and August 2012 are included in the averages as listed above.

All applicable reports received as of September 15, 2012 are included. Stores that are opened less than one year as of September 15, 2012 have their revenues included only for the number of months they were open.

**AVERAGE SALES OF CERTAIN TOP PERFORMING 20%
OF CASH PLUS STORES**

THE FOLLOWING SALES FIGURES ARE AVERAGES OF SPECIFIC STORES AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR POTENTIAL SALES THAT WILL BE REALIZED BY ANY OTHER FRANCHISEE. WE DO NOT REPRESENT THAT ANY FRANCHISEE CAN EXPECT TO ATTAIN THESE SALES.

SUBSTANTIATION OF THE AVERAGES WILL BE MADE AVAILABLE TO PROSPECTIVE FRANCHISEES UPON REASONABLE DEMAND.

WE MAKE NO REPRESENTATIONS AS TO ACTUAL, AVERAGE, PROJECTED OR FORECASTED PROFITS OR EARNINGS YOU MAY EXPECT FROM THE OPERATION OF A CASH PLUS STORE.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR BUYERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

MONTH	# OF STORES IN COMPUTED AVERAGE	AVERAGE MONTHLY REVENUE	% OF STORES EXCEEDING AVERAGE
1	7	\$8,649	43%
2	7	\$12,756	57%
3	7	\$14,470	43%
4	7	\$16,081	43%
5	7	\$15,991	57%
6	7	\$15,282	43%
7	7	\$18,104	43%
8	7	\$17,654	43%
9	7	\$18,490	57%
10	7	\$19,563	57%
11	7	\$17,673	57%
12	7	\$18,208	57%
TOTAL		\$192,921	

PLEASE SEE IMPORTANT NOTES ON NEXT PAGE.

NOTES:

The above averages were computed from the unaudited sales and/or profit and loss statements submitted by franchisees. The actual averages of monthly revenue for the first twelve months of operation for the top performing 20% (based on average monthly sales) of stores that opened between December 2005 and August 2012 are included in the averages as listed above.

All applicable reports received as of September 15, 2012 are included. Stores that are opened less than one year as of September 15, 2012 have their revenues included only for the number of months they were open.

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**AVERAGE SALES OF CERTAIN LOWEST PERFORMING
20% OF CASH PLUS STORES**

THE FOLLOWING SALES FIGURES ARE AVERAGES OF SPECIFIC STORES AND SHOULD NOT BE CONSIDERED AS THE ACTUAL OR POTENTIAL SALES THAT WILL BE REALIZED BY ANY OTHER FRANCHISEE WE DO NOT REPRESENT THAT ANY FRANCHISEE CAN EXPECT TO ATTAIN THESE SALES

SUBSTANTIATION OF THE AVERAGES WILL BE MADE AVAILABLE TO PROSPECTIVE FRANCHISEES UPON REASONABLE DEMAND

WE MAKE NO REPRESENTATIONS AS TO ACTUAL, AVERAGE, PROJECTED OR FORECASTED PROFITS OR EARNINGS YOU MAY EXPECT FROM THE OPERATION OF A CASH PLUS STORE

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT PROSPECTIVE FRANCHISEES OR BUYERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM

MONTH	# OF STORES IN COMPUTED AVERAGE	AVERAGE MONTHLY REVENUE	% OF STORES EXCEEDING AVERAGE
1	7	\$1,881	57%
2	7	\$3,646	57%
3	7	\$4,344	57%
4	7	\$5,451	43%
5	7	\$5,078	29%
6	7	\$5,697	43%
7	7	\$5,645	43%
8	7	\$6,043	57%
9	7	\$6,502	29%
10	7	\$6,699	43%
11	7	\$6,982	57%
12	7	\$8,066	43%
TOTAL		\$66,034	

PLEASE SEE IMPORTANT NOTES ON NEXT PAGE.

NOTES:

The above averages were computed from the unaudited sales and/or profit and loss statements submitted by franchisees. The actual averages of monthly revenue for the first twelve months of operation for the poorest performing 20% (based on average monthly sales) of stores that opened between December 2005 and August 2012 are included in the averages as listed above.

All applicable reports received as of September 15, 2012 are included. Stores that are opened less than one year as of September 15, 2012 have their revenues included only for the number of months they were open.

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Item 20.
LIST OF OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
System-wide Outlet Summary
For Fiscal Years 2011 to 2013

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Change
Franchised	2011	57	54	-3
	2012	54	50	-4
	2013	50	48	-2
Principal-Owned	2011	2	2	0
	2012	2	2	0
	2013	2	2	0
Total Outlets	2011	59	56	-3
	2012	56	52	-4
	2013	52	50	-2

Note Numbers are as of September 30 of each year

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For Fiscal Years 2011 to 2013

State	Year	Number of Transfers
California	2011	1
	2012	0
	2013	0
Canada	2011	0
	2012	0
	2013	0
Total	2011	1
	2012	0
	2013	0

Note Numbers are as of September 30 of each year

Table No. 3
Status of Franchised Outlets
For Fiscal Years 2011-2013

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
California	2011	33	0	0	0	0	1	32
	2012	32	0	0	2	0	1	29
	2013	29	1	0	2	0	1	27
Delaware	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	1	0	0	0	0	1
Florida	2011	8	1	0	0	0	1	8
	2012	8	1	0	0	0	1	8
	2013	8	0	0	0	0	0	8
Indiana	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Louisiana	2011	1	0	0	0	0	1	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
Maryland	2011	1	0	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
Michigan	2011	4	0	0	0	0	0	4
	2012	4	0	0	0	0	1	3
	2013	3	0	0	0	0	0	3

Nevada	2011	3	0	0	0	0	0	3
	2012	3	0	0	0	0	0	3
	2013	3	0	0	0	0	0	3
Ohio	2011	6	0	0	0	0	2	4
	2012	4	0	0	0	0	0	4
	2013	4	0	1	0	0	0	3
Texas	2011	0	1	0	0	0	0	1
	2012	1	0	0	0	0	0	1
	2013	1	0	0	0	0	0	1
TOTAL	2011	57	2	0	0	0	5	54
	2012	54	1	0	2	0	3	50
	2013	50	2	1	2	0	1	48

Note Numbers are as of September 30 of each year

Table No. 4
Status of Principal-Owned Outlets
For Fiscal Years 2011 to 2013

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
California	2011	2	0	0	0	0	2
	2012	2	0	0	0	0	2
	2013	2	0	0	0	0	2
Totals	2011	2	0	0	0	0	2
	2012	2	0	0	0	0	2
	2013	2	0	0	0	0	2

Note Numbers are as of September 30 of each year

Table No. 5
Projected Openings
As of September 30, 2013

State	Franchise Agreements Signed But Stores Not Open	Projected Franchise Agreements in the Next Fiscal Year	Projected Company Owned Openings in the Next Fiscal Year
California	0	1	0
Florida	0	1	0
Indiana	0	1	0
Michigan	0	0	0
Nevada	0	0	0
Ohio	0	0	0
Texas	1	2	0
Wisconsin	0	0	0
Totals	1	5	0

The names, addresses and telephone numbers of our franchisees as of September 30, 2013 are set forth in **Exhibit D**. The name, last known address and telephone number of every franchisee within the most recently completed calendar year who has had a franchise terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or who has not communicated with Us within 10 weeks of the date of this disclosure document, are set forth in **Exhibit E**.

You should be aware that we are required by law to disclose your contact information to other franchise purchasers if you become a franchisee or leave our franchise system.

During the last three fiscal years, we have not signed confidentiality clauses with current or former franchisees. Each confidentiality agreement was entered into as part of a settlement of a dispute between us and the current or former franchisee. In some instances current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

ITEM 21. FINANCIAL STATEMENTS

Attached are our audited financial statements for the fiscal years ended September 30, 2013, 2012, and 2011

ITEM 22. CONTRACTS

Attached are copies of all of the agreements for use regarding this disclosure document

Exhibit A	Franchise Agreement
Exhibit B	Area Development Agreement

ITEM 23. RECEIPT

You will find copies of a detachable receipt in **Exhibit G** at the very end of this disclosure document

It is important that you sign, date and return a Receipt to us. As noted on the cover page, this disclosure document is available in electronic format, in which case you must print a copy of the Receipt and send a signed and dated copy to us. Thank you.

Craig Wells acts as our franchise seller. His address and telephone number are 3002 Dow Avenue, Suite 120, Tustin, California 92780, (714) 731-2274.

Exhibit A

EXHIBIT A

RECEIVED LOS ANGELES OFFICE

[JAN 06 2014]



FRANCHISE AGREEMENT

CASH PLUS, INC.
3002 Dow Avenue, Suite 120
Tustin, CA 92780

Tel: (714) 731-2274

Fax: (714) 731-2099

Franchise Development
(877) 227-4758

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CASH PLUS, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into by and between CASH PLUS, INC., a California corporation ("Franchisor"), and _____, ("Franchisee"), as of the date signed by Franchisor and set forth below Franchisor's signature at the final page of this Agreement. This Agreement is made with reference to the following recitals

RECITALS

A Franchisor, as the result of the expenditure of time, skill, effort and money has developed and owns a unique and distinctive system ("System") for the establishment and operation of CASH PLUS Stores, or CASH STOR Stores in Canada, and CASH PLUS "Express" stores, (collectively referred to herein as "CASH PLUS Stores"), which provide check cashing, payday advances and other related financial and customer convenience services

B The distinguishing characteristics of the System include, without limitation, unique and specialized training, uniform plans, processes, trade secrets, and styles for the layout and operation of CASH PLUS Stores, including equipment layouts, advertising, sales techniques and materials, signs, interior and exterior decoration and decor, personnel management and control system, bookkeeping and accounting methods and specialized equipment and accessories, and in general, a style, system and method of business operation and procedure developed through and by reason of Franchisor's business experience (the "CASH PLUS System"), all of which may be changed, improved, and further developed by Franchisor from time to time

C Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin ("Proprietary Marks"), including but not limited to the name and mark "CASH PLUS", "CASH STOR" in Canada and such other names, marks and indicia as may now or hereafter be designated by Franchisor in writing for use in connection with the System

D Franchisor continues to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and to represent the high standards of quality associated therewith

E Franchisee desires to establish and operate a CASH PLUS business ("Franchised Business") in accordance with the System and for that purpose wishes to obtain a franchise from Franchisor. Franchisee understands and acknowledges the importance of Franchisor's high standards of quality and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications

NOW, THEREFORE, in consideration of the premises and the mutual undertakings and commitments set forth herein, Franchisor and Franchisee hereby agree as follows

C Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin ("Proprietary Marks"), including but not limited to the name and mark "CASH PLUS", "CASH STOR" in Canada and such other names, marks and indicia as may now or hereafter be designated by Franchisor in writing for use in connection with the System

D Franchisor continues to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of services and products marketed thereunder and to represent the high standards of quality associated therewith

ARTICLE I. REPRESENTATIONS OF FRANCHISEE

Section 1.1. Franchisee acknowledges and represents to Franchisor, to induce Franchisor to enter into this Agreement, the following.

(a) Franchisee has read this Agreement and Franchisor's Franchise Disclosure Document and understands and accepts the terms, conditions, and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's standards of quality and service and the uniformity of those standards in order to protect and preserve the CASH PLUS System and the goodwill of the Proprietary Marks,

(b) Franchisee has conducted an independent investigation of the business contemplated by this Agreement. Franchisee recognizes that the specific methods of operation conducted at its CASH PLUS Store may, pursuant to Franchisor's directions in accordance with this Agreement, be required to change over time, that an investment in the Franchise which is the subject of this Agreement involves business risks, and that the success of the venture depends primarily upon Franchisee's business ability and efforts,

(c) Franchisee has not received or relied upon any guarantee, express or implied, about the revenues, profits or success of the business venture contemplated by this Agreement,

(d) No representations, either written or oral, have been made by Franchisor or by its officers, directors, employees or agents, that are contrary to the statements made in the Franchise Disclosure Document previously received by Franchisee or to the terms contained in this Agreement,

(e) In all the dealings with Franchisee, the officers, directors, employees and agents of Franchisor have acted, and continue to act, only in a representative capacity, not in an individual capacity, and this Agreement and all business dealings between Franchisee and such individuals as a result of this Agreement are solely between Franchisee and Franchisor, and

(f) The application made by Franchisee to Franchisor to acquire the Franchise is true and correct. Franchisee has made no incorrect statement on the application or failed to make any statement, which is necessary in order to make the statements in the application not misleading

ARTICLE II. GRANT OF FRANCHISE

Section 2.1. Grant.

(a) Franchisor grants to Franchisee during the term of this Agreement a non-exclusive and personal license to use the CASH PLUS System and the Proprietary Marks described in this Agreement (hereinafter collectively referred to as the "Franchise") only in connection with the operation of a CASH PLUS Store ("Franchise Business"). Franchisee accepts this grant, and the right to use the CASH PLUS System and Proprietary Marks in connection with the operation of the CASH PLUS Store operated by Franchisee pursuant hereto, upon the terms and subject to the provisions of this Agreement and all documents ancillary hereto. Franchisee agrees at all times to faithfully, honestly and diligently perform its obligations hereunder and to continuously exert its best efforts to promote and enhance, to its fullest potential, the business of the Franchise Store and the goodwill associated with the Proprietary marks and the CASH PLUS System

(b) The Franchise granted by this agreement applies to the Store Site specified in Section 3.2 below, and to no other site. Franchisee shall use the CASH PLUS System and the Proprietary Marks solely in connection with, and exclusively for the promotion and conduct of, the CASH PLUS Store in

accordance with the terms and conditions of this Agreement, the Manuals and with all instructions, rules and procedures which may be prescribed by Franchisor from time to time with respect to this Agreement. The Proprietary Marks shall be used solely in connection with the sale of, and only to identify, services and products designated by Franchisor. Nothing contained herein shall be construed to authorize or permit the use by Franchisee of the CASH PLUS System or the Proprietary Marks at any other location or for any other purpose.

Section 2.2. Franchisor's Reservations.

(a) Franchisor reserves the right to improve and change the CASH PLUS System from time to time in its sole discretion. In the event of any change to the CASH PLUS System, Franchisee shall, at its own cost and expense, promptly adopt and use only those parts of the CASH PLUS System specified by Franchisor and shall promptly discontinue the use of those parts of the CASH PLUS System which Franchisor directs are to be discontinued.

(b) Franchisee acknowledges and agrees that Franchisor, in its sole discretion, may modify or vary aspects of the System with respect to any Franchisee or group of Franchisees based on conditions or circumstances that Franchisor determines appropriate including local site conditions, state or local Laws, property use restrictions, sales potential, demographics, local economic conditions, competition and local business practices. Franchisee acknowledges that Franchisor has no obligation to disclose or offer the same or similar modifications or variances to Franchisee.

(c) Franchisor reserves the right, in its sole discretion, to manufacture, produce, distribute, or license through any channel of distribution, retail, wholesale or otherwise, any goods or services, regardless of whether or not such goods or services are now, or at any time hereafter, authorized for use at CASH PLUS Stores under the Proprietary Marks or incorporated as part of the CASH PLUS System. Franchisor furthermore is free to determine whether or not to distribute any such goods or services, or to allow them to be distributed and sold under the Proprietary Marks or under a different name or mark. The Franchisor does not grant to Franchisee any right to participate, directly or indirectly, in the activities, which Franchisor has reserved to itself pursuant to this Section 2.2 (c).

ARTICLE III. FRANCHISE LOCATION AND EXCLUSIVE TERRITORY

Section 3.1. Franchise Area. The CASH PLUS Store shall be located within the geographical area (the "Franchise Area"), which is described in the document attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3.2. Franchise Location.

(a) Franchisee shall conduct the Franchised Business solely at the following address:

(*the "Store Site" to be determined)

(b) If no Store Site has been inserted in Section 3.2 (a) at the time of execution of this Agreement, Franchisee shall acquire through purchase or lease within ninety (90) days following the execution hereof a Store Site meeting Franchisor's then-current standards and specifications, as determined by Franchisor's sole discretion exercised in good faith. At the time the exact Store Site has

been selected by Franchisee, then the address shall be provided to Franchisor immediately, and such Store Site shall be subject to Franchisor's prior approval.

In the event that Franchisee fails to lease or purchase an approved Store Site within the aforesaid ninety (90) day period, Franchisor shall have the right to rescind this Agreement in accordance with the procedure established in Article V, Section 5.2 (b) below, provided, further however, that Franchisor may agree upon an extension of said ninety (90) day period, not to exceed thirty (30) days, in the event that in Franchisor's subjective judgment Franchisee's failure to locate an approved Store Site within the prescribed time period did not result from Franchisee's failure to exercise due diligence or use its best efforts.

(c) Franchisee shall not locate the CASH PLUS Store within one (1) mile from any other CASH PLUS Store.

Section 3.3. Exclusive Territory. Except as otherwise provided herein, Franchisor shall not operate a CASH PLUS Store, or franchise others to operate a CASH PLUS Store, within the Franchise Area, during the term hereof. Franchisees of a CASH PLUS "Express" are restricted to operate the franchised business at the specific address approved by the Franchisor and are not granted an exclusive territory.

Section 3.4. Relocation of the Cash Plus Store. In the event Franchisee loses the right to occupy the premises of the CASH PLUS Store, without fault of Franchisee, at any time during the term hereof, then Franchisee shall relocate the CASH PLUS Store, upon the terms and conditions set forth herein. Franchisee shall, no later than sixty (60) days after closing the CASH PLUS Store, procure a new site in the Franchise Area and commence the construction and equipping of a new CASH PLUS Store. Such site shall be subject to the terms of this Article III and the approval by Franchisor, which approval shall not be unreasonably withheld. Franchisee shall complete the construction and equipping of, and shall open, the CASH PLUS Store within ninety (90) days after the date upon which the Franchisor approves the site.

its best effort

ARTICLE IV. TERM AND RENEWAL OF FRANCHISE

Section 4.1. Initial Term. Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the date of approval by Franchisor and shall continue for a period of ten (10) years commencing on the date set forth opposite Franchisor's signature (which date is referred to as the "Date of Approval"), unless sooner terminated by Franchisor as provided for in this Agreement.

Section 4.2. Renewal Options. In the event that this Agreement has not been terminated prior to its expiration, Franchisee may, at its option, renew this Agreement for two (2) additional terms of five (5) years, subject to the terms and conditions of new or renewing franchises then being granted by Franchisor in the state or states where the Exclusive Area is located on the date each renewal option is exercised, except as otherwise specified in this Section 4.2. The exercise of each renewal option by Franchisee is subject to the following conditions:

(a) Franchisee shall have fully performed all Franchisee's obligations under this Agreement, any amendment thereof, or any other agreement between Franchisee and Franchisor, or its subsidiaries and affiliates, and shall have received no more than two (2) notices of default during any twelve (12) month period during the Initial Term, whether or not defaults in excess of the two were cured.

Section 4.3. If Franchisee fails to exercise its option to renew this Agreement, this Agreement shall terminate on the date of expiration of the Initial Term.

(b) At the time of renewal, Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries and affiliates,

(c) Franchisee shall present evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the Store Site for the duration of the renewal term or, in the alternative, shall obtain Franchisor's acceptance of a new location for the Franchised Business,

(d) Franchisee shall make or commit to provide for, in a manner satisfactory to Franchisor, such renovation and modernization of the Store premises as Franchisor may reasonably require, to reflect the then-current standards and image of the System,

(e) Franchisee shall comply with Franchisor's then-current qualification and training requirements for Franchisee and its employees,

(f) Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its subsidiaries, affiliates, and their respective officers, directors, shareholders, employees, and agents,

(g) Franchisee shall execute Franchisor's then-current form of renewal franchise agreement, which agreement shall supersede this Agreement (except Section 4.2) in all respects, and the terms of which may differ from the terms of this Agreement, provided, however, that Franchisee shall not be required to pay royalty fees more than two (2) percentage points higher than the royalty fees provided under the expiring franchise agreement, and provided that in lieu of an initial fee Franchisee shall pay a renewal fee of Five Thousand and No/100 Dollars (\$5,000).

Section 4.3. Form and Manner of Exercising Right to Enter into Renewal Agreement. Franchisee shall exercise its right to enter into a Renewal Agreement in the following manner

(a) Franchisee shall give Franchisor written notice of Franchisee's election to renew not less than ninety (90) nor more than one hundred eighty (180) days prior to the expiration of the current term

(b) Franchisee shall pay Franchisor a renewal fee of Five Thousand and No/100 Dollars (\$5,000) and execute Franchisor's then-current form of Renewal Agreement

(c) If Franchisee fails to perform any of the acts, or to deliver any of the notices required pursuant to the provisions of this Section 4.3, in a timely manner, such failure shall be deemed an election by Franchisee not to exercise its right to enter into a Renewal Agreement, and such failure shall cause Franchisee's said right to lapse and expire

(d) Provided that Franchisee has exercised its right to enter into a Renewal Agreement in the form and manner described above, and if on the date of the expiration of the current term, Franchisee has complied with all of the conditions contained in Section 4.2, Franchisor shall execute Renewal Agreement and, promptly after expiration of the current term, shall deliver one fully executed copy thereof to Franchisee.

(e) Franchisee shall give Franchisor written notice of Franchisee's election to renew not less than ninety (90) nor more than one hundred eighty (180) days prior to the expiration of the current term

(f) Franchisee shall pay Franchisor a renewal fee of Five Thousand and No/100 Dollars (\$5,000) and execute Franchisor's then-current form of Renewal Agreement

(g) If Franchisee fails to perform any of the acts, or to deliver any of the notices required pursuant to the provisions of this Section 4.3, in a timely manner, such failure shall be deemed an election by Franchisee not to exercise its right to enter into a Renewal Agreement, and such failure shall cause Franchisee's said right to lapse and expire

(h) Provided that Franchisee has exercised its right to enter into a Renewal Agreement in the form and manner described above, and if on the date of the expiration of the current term, Franchisee has complied with all of the conditions contained in Section 4.2, Franchisor shall execute Renewal Agreement and, promptly after expiration of the current term, shall deliver one fully executed copy thereof to Franchisee.

(i) Franchisee shall give Franchisor written notice of Franchisee's election to renew not less than ninety (90) nor more than one hundred eighty (180) days prior to the expiration of the current term

ARTICLE V. FEES AND PAYMENTS TO FRANCHISOR

Section 5.1. Initial Franchise Fee. Upon execution of this Agreement for the granting of a Franchise for the operation of a CASH PLUS Store, Franchisee shall forward to Franchisor a cashier's check for the Initial Franchise Fee in the following amount

- (a) Thirty Five Thousand and No/100 Dollars (\$35,000) if a new location must be established by the Franchisee, or
- (b) Thirty Five Thousand and No/100 Dollars (\$35,000) for three (3) new CASH PLUS "Express" franchised locations, or
- (c) Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500) if the Franchisee currently owns an established independent check cashing Store which is being converted to a CASH PLUS Store

In addition to the Initial Franchise Fee, upon execution of this Agreement, Franchisee shall pay a Grand Opening Marketing Program Fee of Five Thousand Dollars (\$5,000 00) for the purpose and pursuant to the terms and conditions described in Section 14.5 of this Agreement

If the Franchisee owns all or part of other independent check cashing stores and is granted a CASH PLUS Store Franchise, then as a condition of granting that Franchise, Franchisee shall execute a Franchise Agreement for each such store and pay the Initial Franchise Fee for converting each store to the CASH PLUS System as specified in this Section 5.1. The Franchisee shall bring the converted stores up to current CASH PLUS operating and graphics standards levels that are acceptable to the Franchisor

If the Franchisee is granted additional Franchise Areas for CASH PLUS Stores, the Initial Franchise Fee shall be Seventeen Thousand Five Hundred and No/100 Dollars (\$17,500) for each additional Area

If the Franchisee is granted additional Franchise Areas for CASH PLUS "Express" stores, the Initial Franchise Fee shall be Ten Thousand and No/100 Dollars (\$10,000) for each additional location

For each additional franchise for an Area, the Franchisee shall pay the required Initial Franchise Fee to the Franchisor upon execution of the then-current Franchise Agreement

Franchisee understands and acknowledges that Franchisor may, in its sole discretion, choose not to offer to grant Franchisee additional Areas

Section 5.2. Refunds.

(a) Except as otherwise expressly provided herein, the amounts paid pursuant to Section 5.1 shall be deemed fully earned by Franchisor upon the execution of this Agreement and shall not be refundable in whole or in part under any circumstances. Franchisor has no internal financing arrangements for payment of the Initial Fee

(b) If Franchisee fails to obtain Franchisor's approval for a Store Site and for the Lease of the approved Store Site, as required by Sections 3.2 (b) and 12.1, within ninety (90) days from the Date of Execution, Franchisor has the right, in its sole discretion, to terminate this Agreement. In the event of termination under this provision, Franchisor will refund seventy five percent (75%) of the Initial Franchise Fee paid, less any out of pocket expenses and sales commissions incurred and paid by Franchisor in regard to this transaction

Section 5.3. Continuing Royalty Fee. If Franchisee operates a CASH PLUS Store, then as a continuing royalty fee (the "Royalty"), Franchisee shall pay to Franchisor a sum equal to six percent (6%) of the monthly Gross Sales of the Franchised Business (as defined in Section 5.5) during each calendar month (or portion thereof) of the term hereof with a minimum monthly payment of Five Hundred and No/100 Dollars (\$500.00) commencing from the first day the store is open to the public.

Section 5.4. Advertising Fee. In addition to the sums required to be paid pursuant to Section 5.3 above, Franchisee shall pay to Franchisor a sum equal to three percent (3%) of the first \$16,667 of the monthly Gross Sales of the Franchised Business (as defined in Section 5.5), but in any event, not less than a minimum of Three Hundred and No/100 Dollars (\$300). Thereafter, 1% of Gross Sales up to \$66,667 during each calendar month or portion thereof, commencing from the first day the store is open to the public as an advertising fee (the "Advertising Fee"). At any time and from time to time, Franchisor may direct Franchisee to pay all or any part of such advertising fee to one or more advertising funds organized under the System or may otherwise place conditions upon the use or payment of such fees.

Section 5.5. Gross Sales. As used herein, the term "Gross Sales" shall mean the amount of all fees for services rendered and of sales of all products sold in, on, about or from the CASH PLUS Store, whether for cash or on a charge, barter, credit or time basis, without reserve or deduction for inability or failure to collect, and including income of every kind and nature related to the Franchised Business during the term of this Agreement. Gross sales shall not include the amount of any excise or sales tax levied on retail sales and payable over to the appropriate governmental authority.

Section 5.6. Manner and Time of Payment.

(a) All payments provided for in this Agreement shall be made in US currency in the manner specified by Franchisor at Franchisor's principal place of business.

The method of payment specified by Franchisor may include Automated Clearing House (ACH) direct electronic bank debit system, certified check, bank or other financial-institution check or any other method as Franchisor may designate from time to time.

(b) The full amount of the Royalty and Advertising Fee due to Franchisor for each month shall be due payable by Franchisee on the 15th day of the following month. Franchisor, at Franchisor's sole option, may elect to collect Royalty and Advertising Fee payments from Franchisee on a weekly basis for the prior week's Gross Sales either electronically or by check. All payments shall be accompanied by such reports or statements as are required under Article XIII hereof and submitted to Franchisor's principal place of business, or such other place as Franchisor may designate in writing. Any payment or report not actually received by Franchisor or its designee by the due date shall be deemed overdue.

(c) If Franchisee orders through Franchisor any materials or supplies, Franchisee shall pay Franchisor the amount charged for such items when due. Further, all amounts, if any, advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated on behalf of Franchisee, whether or not paid at Franchisee's request, including without limitations, taxes, any payments made on trade accounts to suppliers to maintain the reputation and goodwill of the CASH PLUS System, and payments for required insurance, shall be repaid by Franchisee to Franchisor in full upon demand.

(d) If Franchisee is delinquent in the payment of any obligation to Franchisor under this Agreement, or under any other agreement with Franchisor, Franchisor shall have the right, but not the obligation, to apply all payments from Franchisee to the oldest obligation due, whether under this Agreement or otherwise, notwithstanding any contrary designation by franchisee as to application.

Section 5.7. Late Payment Fee, Interest and Returned Check Fee.

(a) Amounts not paid when due hereunder, in addition to causing a breach of this Agreement, shall accrue interest beginning on the first day following the due date at the rate of interest of two percent (2%) per month or the highest possible legal rate of interest for matters of this sort, whichever is higher, until such amount is paid in full. In addition, Franchisor reserves the right to impose a late charge on any payment which is not paid in full on or before the date due of up to One Hundred and No/100 Dollars (\$100) for each delinquent payment.

(b) Notwithstanding the foregoing, if the amount of the payment fee is greater than the amount permitted by applicable law, then such fee shall be reduced to an amount equal to the maximum lawful fee, it being the intention of the parties that such late payment fee shall in no event be greater than that permitted by law.

(c) Franchisor reserves the right to impose a Twenty Five Dollar (\$25.00) fee on any returned check received from Franchisee's bank.

ARTICLE VI. SERVICES BY FRANCHISOR

Section 6.1. General Services. Franchisor agrees to make available to Franchisee, or assist Franchisee in obtaining, the following:

(a) Such standard construction plans, specifications and layouts for the structures, equipment, furnishings, decor and signs identified with CASH PLUS Stores as Franchisor makes available to all franchisees from time to time. Franchisee, in all respects, shall comply with all such specifications and criteria. Franchisor shall have the right to approve site plans, working drawings, architectural plans, signs plans, equipment plans and interior and exterior designs for the CASH PLUS Store, which approval shall not be unreasonably withheld.

(b) Guidance in the selection of an acceptable site for the location of the Store.

(c) Initial training in the System, including standards, methods, procedures and techniques, at such time and place as Franchisor may designate for its training program, in its discretion, and subject to the other terms of Article XI.

(d) Such assistance as Franchisor determines is appropriate in connection with the opening of the Store by Franchisee.

Section 6.2. The use of the CASH PLUS Confidential Operations Manual, other manuals and training aids, as revised by Franchisor from time to time when, in Franchisor's discretion, modifications are necessary.

(e) The use of the CASH PLUS Confidential Operations Manual, other manuals and training aids, as revised by Franchisor from time to time when, in Franchisor's discretion, modifications are necessary.

(f) Such merchandising, marketing and other data and advice as may from time to time be developed by Franchisor and deemed by Franchisor to be helpful in the operation of the Franchised Business

(g) Such periodic individual or group advice, consultation and assistance, rendered by personal visit or telephone, or by newsletter or bulletins in either paper copy or electronic transmission form made available from time to time to all CASH PLUS franchisees, as Franchisor may deem necessary or appropriate

(h) Such bulletins, brochures, manuals and reports as may from time to time be published by or on behalf of Franchisor, regarding its plans, policies, research, development and activities

(i) Such other resources and assistance as may hereafter be developed and offered by Franchisor to CASH PLUS franchisees

Section 6.2. Equipment, Inventory and Supplies. Franchisee is required to purchase a check cashing software program specifically customized for Cash Plus. Franchisor will arrange to have franchisee purchase this program from a supplier approved by Franchisor.

Franchisor will provide a list of suggested sources of equipment, inventory and supplies, which are necessary to operate the Franchised Business. Franchisor may make some equipment, inventory, marketing and promotional materials, and supply items available for purchase or lease by Franchisee, which may include a markup or profit to Franchisor. Franchisee may purchase inventory, equipment, and supply items from any responsible source, provided, however, that Franchisor shall have prior approval of such suppliers. Franchisee shall notify Franchisor in writing and submit such samples, information, demonstration units, and or specifications as Franchisor so requests. Franchisor shall have thirty (30) days from the date of delivery of such submission and samples to test such equipment and samples or review such information. Franchisor may charge a reasonable testing fee for the testing of the performance and reliability of any equipment or software. Franchisor shall then notify Franchisee of its approval or disapproval. If Franchisee does not receive notice of disapproval within such thirty (30) day period, approval shall be deemed given. Independent suppliers will be approved provided that their products meet the reasonable quality standards established by Franchisor.

Section 6.3. Subscriptions and Memberships. Franchisee is required to subscribe to and use the IFX Intranet System provided by IFX International, Inc., in accordance with the terms and conditions set forth in their subscription agreement and approved by Franchisor. Subscription fees are the sole responsibility of Franchisee and shall be paid directly to IFX International, Inc. or as designated by Franchisor.

Franchisor reserves the exclusive right to the form and content of the Intranet System. Franchisee agrees to use the Intranet System as prescribed by Franchisor in the Operations Manual, other manuals and bulletins, as revised by Franchisor from time to time when, in Franchisor's discretion, modifications are necessary. Franchisee shall not use the Intranet System to engage or cooperate in any conduct that reflects unfavorably on the reputation of Franchisee, Franchisor, or the Cash Plus System.

At its sole discretion, Franchisor may terminate the use of the Intranet System or change the supplier.

ARTICLE VII. FRANCHISEE'S FORM OF ORGANIZATION

Section 7.1. Legal Entity. If Franchisee is or becomes a corporation, limited liability company or similar legal entity ("Legal Entity") the Legal Entity shall comply with the following requirements:

(a) The Legal Entity shall confine its activities to the establishment and operation of the Franchised Business

(b) The Legal Entity's organizational documents filed with the state of organization and its Bylaws, Operating Agreement or comparable governing documents shall at all times provide that its activities are confined exclusively to operation of the Franchised Business and that the issuance and transfer of voting stock, or other ownership interest therein, is restricted by the terms of this Agreement

(c) Franchisee shall furnish Franchisor prior to formation of the Legal Entity copies of its organizational and governing documents and any other documents Franchisor may reasonably request, and any amendments thereto

(d) Franchisee shall maintain stop-transfer instructions against the transfer on its records of any ownership interests except in accordance with the provisions of Article XIX (transfer) All stock or other evidence of ownership issued by Franchisee's Legal Entity shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest

"The transfer of these ownership interests is subject to the terms and conditions of a Franchise Agreement with Cash Plus, Inc Reference is made to said Agreement and to the restrictive provisions of the organizational and other governing documents of this company"

Section 7.2. Partnership. If Franchisee is or becomes a general partnership, Franchisee shall furnish Franchisor promptly upon request a copy of its partnership agreement and any other documents Franchisor may reasonably request, and any amendments thereto

Section 7.3. Records. Franchisee shall maintain a current list of all general and limited partners and all owners of record and all beneficial owners of any class of voting stock of Franchisee and shall furnish the list to Franchisor promptly upon request

Section 7.4. Continuing Guaranty. Each individual who holds a five percent (5%) or greater ownership interest in Franchisee (including each individual holding a 50% or greater interest in any partnership or corporation having a controlling interest in Franchisee) shall enter into a continuing guaranty agreement under seal in a form satisfactory to Franchisor, assuming and agreeing to discharge all of the obligations of Franchisee under this Agreement

ARTICLE VIII. CONFIDENTIALITY

Section 8.1. Confidential Relationship. Franchisee expressly understands and agrees that a confidential relationship is established between Franchisor and Franchisee under this Agreement and that, as a result thereof, Franchisor will be disclosing and transmitting to Franchisee certain confidential and proprietary information in connection with the System and Franchisee's operation of the Franchised Business. Franchisee hereby agrees that

(a) Franchisee shall treat and maintain such information as confidential during the term of this Agreement and thereafter

(b) Franchisee shall use such information only for its operations under this Agreement

(c) Franchisee shall disclose such information only to its employees or agents and not to anyone else

(d) Franchisee shall advise its employees and agents of the confidential nature of such information and the obligation not to disclose it

(e) At Franchisor's request, Franchisee shall obtain and deliver to Franchisor signed confidentiality agreements from any or all of Franchisee's employees or agents who may have access to confidential information. Such agreements shall be in a form satisfactory to Franchisor and shall identify Franchisor as a third-party beneficiary with the independent right to enforce them

Section 8.2 Prior Knowledge. Any and all information, knowledge, techniques, and know-how, including any and all records and copies thereof in any form, which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor, or which, at the time of disclosure by Franchisor to Franchisee, was a part of the public domain, or which, after the time of disclosure by Franchisor to Franchisee, becomes a part of the public domain through publication or communication by persons other than Franchisee, its employees or agents

Section 8.3 Franchisor Remedy. Franchisee acknowledges that any failure to comply with the requirements of this Article VIII will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable legal fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Article VIII

ARTICLE IX. CONFIDENTIAL OPERATIONS MANUALS

Section 9.1. Operations Manuals. To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Proprietary Marks, Franchisee shall conduct its business strictly in accordance with the standards and procedures set forth in Franchisor's Confidential Operations Manuals. Franchisor shall loan to Franchisee, concurrently with the commencement of Franchisee's training program, one (1) copy Franchisor's current Operations Manuals. The Operations Manuals, any amendments or additions thereto, and all supplemental manuals, bulletins, notices, and memoranda which prescribe standard methods or techniques of operation and which Franchisor may from time to time deliver to Franchisee, shall be deemed collectively to constitute the "Operations Manuals"

Section 9.2. Modification of the Operations Manuals. Franchisor retains the right to modify the Operations Manuals. Any revisions to the contents of the Manuals shall be deemed effective upon receipt, unless otherwise specified by Franchisor. The provisions and requirements set forth in the Operations Manuals, and any additions, deletions or revisions thereto, may not in any event alter Franchisee's fundamental rights and obligations under this Agreement. Franchisee shall at all times insure that its copy of the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by the Franchisor at its headquarters shall be controlling

Section 9.3. Confidentiality. Franchisee agrees to maintain the confidentiality of the contents of the Operations Manuals. The Operations Manuals are the property of the Franchisor, and may not be duplicated or copied in whole or in part in any manner. Upon the termination of this Agreement, Franchisee shall return to Franchisor all copies of the Operations Manuals in its possession

ARTICLE X. PROPRIETARY MARKS

Section 10.1. Non-Ownership of Proprietary Marks. Franchisor is the owner of all right, title, and interest in and to the Proprietary Marks. Franchisee has no right, title or interest in or to any of the Proprietary Marks, except for franchisee's privilege and license during the term hereof to display and use the Proprietary Marks. Franchisee acknowledges that Franchisee now asserts no claim and later shall assert no claim to any goodwill, reputation or ownership of the Proprietary Marks by virtue of Franchisee's use of them, or otherwise.

Section 10.2. Acts in Derogation of the Proprietary Marks. Franchisee agrees that Franchisee shall not do or permit any act or thing to be done in derogation of any of the rights of Franchisor in connection with the Proprietary Marks, either during the term of this Agreement or after, and that Franchisee shall use the Proprietary Marks only for the uses and in the manner licensed under, and as provided in, this Agreement.

Section 10.3. Prohibition Against Disputing Franchisor's Rights. During or after the term of this Agreement, Franchisee shall not in any way dispute or impugn the validity of the Proprietary Marks. The right and license of the Proprietary Marks granted under this Agreement is non-exclusive, and Franchisor thus may

(a) Grant other licenses and franchises for the Proprietary Marks, in addition to those licenses already granted.

(b) Use the Proprietary Marks in connection with marketing and selling products and services.

(c) Reserve the right to substitute different proprietary Marks for use in identifying the System and the business operating thereunder,

(d) Develop and establish other systems for the same or similar Proprietary Marks, or any other Proprietary marks, and grant licenses or franchises thereto without providing any rights therein to Franchisee.

Section 10.4. Use of Proprietary Marks.

(a) Franchisee shall use only the mark "CASH PLUS" (or "CASH STOR" in Canada) and such other Proprietary Marks as are designated in writing by Franchisor for Franchisee's use, provided that Franchisee shall identify itself as the independent owner of the CASH PLUS Store in the manner prescribed by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor. Any unauthorized use of the Proprietary Marks shall constitute an infringement of Franchisor's rights and a violation of this Agreement.

(b) Franchisee shall affix to the CASH PLUS Store, at such places within or without the CASH PLUS Store as shall be designated by Franchisor in its Operations Manual and as may permissibly be affixed in accordance with Franchisee's lease (if Franchisee is leasing the premises at which the CASH PLUS Store is located), signs containing Franchisor's Proprietary Marks. Except as expressly permitted in the Operations Manual, Franchisee shall not erect or display any other signs, or display any other service marks, logo-types, symbols or trademarks in, upon, or in connection with the CASH PLUS Store without Franchisor's prior written approval.

(c) Upon the termination of this Agreement for any reason, Franchisee forthwith shall deliver and surrender to Franchisor each and all of the Proprietary Marks, and any physical objects bearing or containing any of the Proprietary Marks. Alternatively, at Franchisee's election, Franchisee shall obliterate or destroy any Proprietary Marks in Franchisee's possession.

Section 10.5: Non-Use of Proprietary Marks. If Franchisee is a corporation, it shall not use Franchisor's Proprietary Marks, or any words or symbols that are confusingly similar to them, in whole or in part, in Franchisee's corporate name.

Section 10.6: Proprietary Marks Changes. Franchisor reserves the right to substitute different proprietary marks for use in identifying the System and the business operating thereunder. Franchisee shall accept, use and display, as may be applicable, such modified Proprietary Marks in accordance with the procedures, policies, rules and regulations contained in the Operations Manual or otherwise in writing, as though such modifications were specifically set forth in this Agreement. Franchisor shall not be obligated to compensate Franchisee for any costs incurred by Franchisee in connection with any such modification.

Section 10.7: Defense of Mark By Franchisor. Franchisor shall have the sole right to handle disputes with third parties concerning use of the CASH PLUS System, or any part of the CASH PLUS System, including, without limitation, the Proprietary Marks. If Franchisee receives notice, or is informed, of (1) any claim, suit or demand against it on account of any alleged infringement, unfair competition or similar matter by reason of its use of the CASH PLUS System in accordance with this Agreement, including, without limitation, its use of the Proprietary Marks, or (ii) any claim by any person of any rights in all or any part of the CASH PLUS System or in any Proprietary Mark, Franchisee shall promptly notify Franchisor in writing of such claim, suit or demand. Franchisee has no right to settle or compromise any such claim, suit or demand. Franchisor shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation, Patent and Trademark Office or other proceeding arising out of any such infringement, challenge or claim or otherwise relating to the CASH PLUS System or any Proprietary Mark. Franchisor shall have the right to defend, compromise or settle any such claim at Franchisee's sole cost and expense, using attorneys of its own choosing. Franchisee shall cooperate fully with Franchisor and execute such documents and perform such actions as may, in the judgment of the Franchisor, be necessary, appropriate or advisable in the defense of such claims, suits or demands and to protect and maintain the interests of the Franchisor in the CASH PLUS System and/or in the Proprietary Marks which are the subject of challenge. Franchisor will indemnify Franchisee for all actual damages (other than those of income) and out-of-pocket expenses incurred by Franchisee in connection with any claim made by any third party for infringement, unfair competition or similar matter arising out of Franchisee's use of The Proprietary Marks or the CASH PLUS System, provided, however, the foregoing obligation of Franchisor to reimburse Franchisee exists only if Franchisee has used the name or mark which is the subject of the controversy in strict accordance with the provisions of this Agreement, the Manuals and any other written procedures, requirements or instructions of Franchisor, has notified Franchisor of the challenge as set forth above, and has otherwise fully cooperated with Franchisor in the defense of any such action.

Franchisee irrevocably grants authority and power of attorney to Franchisor to defend or settle all such claims, demands, or suits. Franchisee may participate at Franchisee's own expense in such defense or settlement, but Franchisor's decision with regards to defense or settlement shall be final.

Section 10.8: Prosecution of Infringers. If Franchisee receives notice or is informed or learns that any third party, which Franchisee believes to be unauthorized to use the Proprietary Marks, is using the Proprietary Marks or any variant of them, Franchisee promptly shall notify Franchisor of the facts relating to such alleged infringing use. Thereupon, Franchisor, in its sole discretion, shall determine whether or

not it wishes to take any action against such third person on account of such alleged infringement of Franchisor's Proprietary Marks or to prosecute any claim of any kind or nature whatsoever against such alleged infringer of Franchisor's Proprietary Marks for or on account of such infringement

Section 10.9. Abandonment. Upon expiration or termination of this Agreement, Franchisor may, if Franchisee does not do so, execute in Franchisee's name an abandonment of the use of all Proprietary Marks which have been registered as assumed or fictitious names by Franchisee

Section 10.10. Assignment of Rights. Franchisee acknowledges and agrees that any patents, trademarks, copyrights, inventions, processes and/or proprietary information developed by Franchisee, its agents, representatives or employees, during the course of its ownership of the Franchise having application to the operation of a CASH PLUS Store shall be the exclusive property of the Franchisor. Franchisee shall immediately notify Franchisor of the discovery or creation of such information and take all steps required by Franchisor to protect and develop such rights and information and to ensure Franchisor's ownership of same, including, but not limited to, execution of any and all required documentation

ARTICLE XI. MANAGEMENT AND TRAINING

Section 11.1. Management of the Franchised Business. Except as Franchisor may otherwise expressly permit in writing, Franchisee (or, if Franchisee is a corporation, a general partnership or a limited liability company, ("Legal Entity") a principal of Franchisee) shall devote full time, energy, and best efforts to the supervision and management of the Franchised Business (and, if applicable, to other CASH PLUS franchised businesses owned and operated by Franchisee). Franchisee shall ensure that the Franchised Business is at all times under the management and supervision of a trained person acceptable to Franchisor

Section 11.2. Initial Training. Promptly following the execution of this Agreement and prior to Franchisee's commencement of operation of the Franchised Business, Franchisee (or, if Franchisee is a corporation, a general partnership or other Legal Entity, a principal of Franchisee) and Franchisee's designated Manager shall attend and complete, to Franchisor's satisfaction, the initial franchise management training program offered by Franchisor. Such training shall be given at the time and date scheduled by Franchisor at a CASH PLUS Store or training center designated by Franchisor, over a period of time, which Franchisor deems appropriate in its discretion. Franchisee shall be paid no compensation for any services performed by Franchisee during such training period

Franchisor may require any other principal or employee of Franchisee who is, or subsequently becomes, actively involved in the management of the Franchised Business, to attend and satisfactorily complete such training program as Franchisor may require. If Franchisee or any such person fails to attend and satisfactorily complete a required program, Franchisee may designate a substitute trainee acceptable to Franchisor

Section 11.3. Additional Training. Franchisor shall have the right from time to time to require Franchisee and/or its personnel to attend and complete additional training courses or programs which Franchisor deems to be of major importance to the operation of the Franchised Business by its Franchisee. Such supplementary training may relate to, by way of illustration and not limitation, marketing, bookkeeping, accounting and general operating procedures and the establishment, development and improvement of computer systems and programs. The time and place of such training shall be determined by Franchisor in its sole discretion

Section 11.4. Expenses. Franchisee or its employees shall be responsible for all personal expenses incurred by them in connection with training programs, including, without limitation, costs and expenses of transportation, lodging, meals, and wages and employee benefits. Franchisor reserves the right to charge reasonable fees for materials and/or participation in any training courses or seminars offered by or on behalf of Franchisor, except that no fee shall be charged for the attendance by up to two (2) persons representing Franchisee at the initial franchise management training program.

ARTICLE XII. OPERATIONS

Section 12.1. Location and Lease of Store Site.

(a) **Timing.** Franchisee, at its sole cost and expense, shall acquire through purchase or lease the approved Location for the CASH PLUS Store no later than ninety (90) days after the effective date of this Agreement.

(b) **Location of Store Site.** If the location of the Store Site is not described in Section 3.2 Franchise Location, on the date of execution of this Agreement, Franchisee shall, no later than ninety (90) days following the effective date of this Agreement, select a location acceptable to Franchisor which meets Franchisor's then-current guidelines for site selection. Franchisee acknowledges that it is solely responsible for site selection. Franchisee shall submit to Franchisor in writing the street address of each proposed site. Franchisor shall notify Franchisee within ten (10) days following receipt thereof of its approval or disapproval of each proposed site. Franchisor's approval of a proposed site shall not be unreasonably withheld. Franchisor's failure to notify Franchisee within said ten (10) day period of its approval of the proposed site shall constitute its disapproval. Upon Franchisor's written approval of the location, the parties shall complete Section 3.2 to set forth the street address of the Store Site.

(c) **Lease of Store Site.** Upon Franchisor's approval of the Store Site, Franchisee shall diligently pursue and complete negotiation of the Lease, which Lease shall be subject to Franchisor's prior written approval before Franchisee may execute it. Franchisee shall submit a copy of the proposed Lease to Franchisor, and Franchisor shall have ten (10) days from the date the proposed Lease is submitted to it in which to approve or disapprove the proposed Lease. Franchisor's approval of the proposed Lease shall not be unreasonably withheld. Franchisor's failure to notify Franchisee within said ten (10) day period of its approval of the proposed Lease shall constitute its disapproval. Following Franchisor's approval, the Lease shall be duly executed by Franchisee and the landlord on all of the material terms and conditions as submitted to Franchisor. Franchisor shall issue its approval of the proposed Lease if all of the following terms and conditions, and those as may be otherwise in writing and provided to Franchisee by Franchisor, are included in the Lease:

(i) A provision stating that the landlord shall consent to Franchisee's assignment of the Lease to any person or entity to whom Franchisee is permitted to assign its rights under this Agreement, provided the proposed assignee agrees in writing to assume all of the terms, covenants and conditions to be performed by Franchisee under the Lease and provides the Landlord with adequate assurance of its ability to perform such obligation for the balance of the Lease term.

(ii) A provision providing for a Lease term, together with one or more renewal options, which in the aggregate permits possession of the Store Site for a period equal to, or exceeding the Term of this Agreement, unless Franchisor approves, in writing, a shorter Lease term.

(iii) A provision acknowledging that the Lease does not impose any obligations on Franchisor.

(iv) A provision which declares that upon Franchisor's notice to Franchisee and to the landlord that this Agreement has been terminated or has expired, regardless of whether termination is by Franchisor, by mutual agreement or for any other reason, Franchisor or its nominee shall have the right, at its sole discretion, to receive an assignment of the leasehold interest without the further consent of the landlord, being required. Accordingly, the Lease shall contain the following automatic assignment provision:

"This Lease is immediately assignable by (name of Franchisee) to Cash Plus, Inc. or to its nominee, upon Cash Plus Inc.'s written request in the event the Franchise Agreement is terminated or expires. Landlord's consent to the assignment is hereby deemed granted."

(v) A provision requiring the landlord to give Franchisee (i) written notice of any breach or claim or breach of the Lease by Franchisee, and (ii) a reasonable opportunity to cure the breach. The Lease shall obligate the landlord to deliver a copy of said written notice concurrently to Franchisor. The notice shall specify the existence and nature of the breach and the length of time permitted under the Lease for Franchisee to cure the default. In the event Franchisee fails to timely cure said default, the Lease shall require the landlord to give Franchisor the right, but not the obligation, for a reasonable period of time, to cure said breach and, upon such completion, to succeed to Franchisee's leasehold interest.

(vi) A provision stating that no amendment, modification or waiver of any provision of the Lease by the landlord or Franchisee shall conflict with the conditions set forth in this Section 12.1.

(vii) A provision whereby Franchisee shall irrevocably appoint Franchisor as Franchisee's attorney-in-fact to execute in Franchisee's name and on Franchisee's behalf all documents appropriate or necessary to assign its rights in and to the Lease to Franchisor pursuant to the terms and conditions contained in this Agreement and in such Lease and, further, to carry out the other obligations set forth in the Lease described herein.

(viii) A provision whereby the landlord agrees not to lease premises in the immediate vicinity of the CASH PLUS Store to competing retail establishments that sell check cashing services, payday advances and related services without Franchisor's prior written consent.

Section 12.2. No Representation. Neither Franchisor's approval of a site selected by Franchisee as the Store Site, nor Franchisor's approval of the Lease, constitutes a warranty or guarantee by Franchisor of the location's potential for success.

Section 12.3. Construction of the CASH PLUS Store.

(a) Following Franchisor's approval of the Lease, Franchisee promptly shall construct the CASH PLUS Store at the approved location in strict conformity with the specifications delivered by Franchisor to Franchisee and in strict accordance with the final plans, drawings and specifications provided by Franchisee and approved by Franchisor in writing, which approval shall not be unreasonably withheld.

(b) Within ninety (90) days after construction begins, Franchisee shall complete construction and installation of all fixtures, signs, furnishings, machinery, and equipment, and shall obtain all business and other permits, acquire necessary inventory, employ all personnel, and do all other acts necessary to make the CASH PLUS Store ready to commence business. Franchisee shall not open the CASH PLUS Store until it has been inspected, and approved in writing, by Franchisor, and that Franchisee is approved and authorized to offer a minimum of services that will be determined, from time to time, by Franchisor.

(c) Franchisee shall be excused from timely performance of Franchisee's obligations set forth in Subsection (a) and (b) above only because of causes beyond the reasonable control of Franchisee, such as strikes, material shortages, fires and other acts of God, which Franchisee, by exercise of due diligence, could not have avoided

Section 12.4. Inspection. Franchisee shall permit Franchisor or its agents to enter and inspect the Store premises at any reasonable time. Franchisee shall cooperate fully with Franchisor and its agents in such inspections and render such assistance as they may reasonably request. Immediately upon notice of any deficiencies detected in such inspections by Franchisor or its agents, Franchisee shall take such steps as may be necessary to correct such deficiencies, including the temporary closing of the Store if so directed by Franchisor. Without limiting Franchisor's other rights and remedies, Franchisor shall have the right, if Franchisee fails or refuses to act promptly, to make or cause to be made such corrections as may be required and to collect the costs and expenses of correction from Franchisee.

Section 12.5. Destruction of Premises. If the CASH PLUS Store is damaged or destroyed by fire, earthquake, flood, or other such occurrences, Franchisee shall, to the extent permitted by Franchisee's lease, repair and restore the CASH PLUS Store in accordance with the then-existing plans and specifications of Franchisor as soon as possible. Franchisee shall commence such reconstruction within thirty (30) days after such occurrence, and shall complete said reconstruction within ninety (90) days after its commencement, excluding delays of a non-financial nature beyond Franchisee's reasonable control.

Section 12.6. Operating Standards. Franchisee understands and acknowledges that every detail of the System and the Franchised Business is important to Franchisee, Franchisor, and other CASH PLUS franchisees to maintain high and uniform operating standards, to increase the demand for the services and products sold by all franchisees, and to protect the reputation and goodwill associated with the Proprietary Marks. Franchisee further covenants and agrees that

(a) Franchisee shall use the Store solely for the operation of the Franchised Business, shall keep the Store open and in normal operation for such minimum hours and days as Franchisor may from time to time specify or approve in writing, and shall refrain from using or permitting the use of the Store premises for any other purpose or activity at any time without the express prior written consent of Franchisor.

(b) Franchisee shall install and use in and about the Store only such equipment, fixtures, furnishings, interior and exterior signs, inventory and supplies, and other items (collectively the "CASH PLUS Materials") including, but not limited to, computer station(s), digital photo system and the Answers, etc. operating software program, as strictly conform to the standards and specifications for CASH PLUS Stores as set forth in the Manuals or otherwise in writing and revised by Franchisor from time to time.

(c) Franchisor shall have the right, at any time during the term hereof, to require Franchisee to acquire new equipment or fixtures for the CASH PLUS Store, in addition to or in replacement of the equipment and fixtures acquired pursuant to this Agreement, if Franchisor determines, in its business judgment reasonably exercised, that due to changes in technology or in its products or services, or for other business reasons, it is appropriate or necessary that Franchisee acquire such new equipment or fixtures. Franchisor shall exercise its said right in good faith, and shall require the same acquisitions of all CASH PLUS Stores similarly situated. Franchisor shall deliver to Franchisee a notice in writing specifying such new equipment or fixtures, the standards and specifications therefore, and the terms of any financing or leasing plans Franchisor may make available to its franchisees for their acquisition. Franchisee shall acquire all such new equipment or fixtures at such time as Franchisor shall specify.

(d) Franchisee shall, commencing six (6) months prior to the expiration of the fifth year of the initial term of this Agreement, refurbish and remodel the Franchised Location in the same manner and under the same terms and conditions as is required and as is described in the immediately preceding paragraph, provided that renovation pursuant to this paragraph may include, but not be limited to, repair or replacement of the equipment, fixtures, furnishings, interior and exterior signs, inventory and supplies and may include major structural changes in the Franchise Location and building design so as to conform as closely as possible to the Franchisor's plans and specifications

(e) Franchisee shall maintain the Store premises and all adjacent areas in good, clean, attractive and safe condition at all times. Franchisee shall, at its expense, undertake all maintenance and make all repairs, replacements, alterations, and additions as may be required for that purpose, including, without limitation, periodic cleaning, repainting and repairs

(f) Franchisee shall offer and sell from the Store all services and products authorized by Franchisor and shall not offer or sell any other services or products of any kind or character without the express prior written consent of Franchisor. Franchisee shall discontinue offering any services or products (whether or not previously authorized by Franchisor) promptly upon notice from Franchisor

(g) Franchisee shall use and display sales, marketing, and promotional materials provided by Franchisor from time to time, in the manner and for the time periods designated by Franchisor. Franchisee shall ensure that all forms, stationery, signs and other printed materials used in connection with the Franchised Business bear the Proprietary Marks in the form, colors, location and manner prescribed by Franchisor and otherwise comply with the standards and specifications prescribed by Franchisor from time to time in the Manuals or otherwise in writing

Section 12.7. Conduct. Franchisee shall not engage or cooperate in any conduct that reflects unfavorably on the reputation of Franchisee, Franchisor, or the System or impairs the goodwill associated with the Proprietary Marks, including conduct which jeopardizes Franchisee's good relations with the owners of Host Sites or the customers and creditors of the Franchised Business, or which constitutes a deceptive or unfair trade practice or otherwise violates applicable law or regulations

Section 12.8. Insurance. Franchisee shall purchase, and at all times during the term hereof maintain, policies of insurance with such minimum standards, coverage, and limit (or such additional limits of types of coverage) as Franchisor may from time to time prescribe in the Operations Manual or otherwise in writing. As proof of such insurance, a certificate of insurance shall be submitted by Franchisee for Franchisor's approval prior to Franchisee's commencement of operations under this Agreement and upon each renewal or change of Franchisee's insurance policy. Upon request, Franchisee shall deliver to Franchisor or its agent a complete copy of Franchisee's then-prevailing policy of insurance at any time during or after the term of this Agreement

Section 12.9. Suggested Prices. Franchisor shall endeavor to ascertain those prices and/or fees, which Franchisor believes will maximize the profits of Franchisee, and Franchisor shall advise Franchisee, from time to time, as to the various suggested prices and/or fees in this regard. Franchisor and Franchisee hereby agree that any such list or schedule of prices and/or fees furnished to Franchisee by Franchisor is by way of recommendation only, and is not to be construed as binding or mandatory upon Franchisee. Nothing contained herein, however, shall be deemed a representation by Franchisor that Franchisee's use of Franchisor's suggested prices and/or fees will in fact maximize profits

Section 12.10 Employee Hiring. During the term of this Agreement and for a period of two (2) years after its termination or expiration, Franchisee covenants that Franchisee shall not, either directly or indirectly, employ or seek to employ any person who is at that time (or was within the previous six (6)

months) employed by Franchisor or any other CASH PLUS franchisee, or franchise developer without the prior express permission of such employer, or otherwise directly or indirectly induce any such employee to leave his or her employment. The parties agree that in the event of a breach of this covenant, actual damages would be extremely difficult to compute, and accordingly, in the event of such a breach, the breaching party agrees to pay the employer of such person liquidated damages equal to the greater of (a) such person's prior annual salary or (b) the annual salary and any bonus and other benefits paid or to be paid by the breaching party to such person during the first year of employment.

Section 12.11 Crisis Situations.

(a) If an unusual event ("Crisis Situation") occurs in regard to Franchisee's Store that has caused or may reasonably cause harm or injury to its customers, guests or employees or may materially damage the System, the Marks or our reputation (such as robbery, shooting, hostage, threats of or acts causing death or serious bodily injury, sabotage, natural disaster or other newsworthy situation), You agree to (1) contact the appropriate emergency, police or other governmental agencies immediately to assist you in responding to any harm or injury, and then (2) inform us immediately by telephone and/or telefax of the Crisis Situation. You agree that neither you nor any of your employees or representatives will make any internal or external announcement, comment or other communication to the news media regarding the Crisis Situation unless specifically authorized by us or by an authorized public official and will instruct your employees

(b) You agree that if we deem it necessary or appropriate, we may in our sole and absolute discretion control the manner of handling the Crisis Situation, including, without limitation, conducting all communications with the news media, offering care, benefits and/or immediate compensation for any injured persons and, if reasonably deemed necessary, closing your business temporarily. You acknowledge that in the management of any Crisis Situation, we may engage the services of attorneys, doctors, testing laboratories, experts, public relations agencies and other firms and individuals as we deem appropriate. You agree that you, your employees and all other representatives acting on your behalf will cooperate fully with us in our efforts and activities to respond to any Crisis Situation, will provide access to all information available to you regarding the Crisis Situation and will follow all then existing Crisis Situation procedures developed by us.

ARTICLE XIII. ACCOUNTING AND RECORDKEEPING

Section 13.1. Daily Reports. Franchisee shall prepare a Revenue and Royalty Calculation report or other such report or form which shall be prescribed by Franchisor pursuant to the Operations Manual, setting forth Gross Sales, and such other data as Franchisor may reasonably request, for each month's business operations at the CASH PLUS Store. With respect to each month during the term hereof, Franchisee shall deliver the Revenue and Royalty Calculation form or other such report or form, assembled for each such month, to Franchisor no later than the 15th day of the following month.

Section 13.2. Financial Statements. Within twenty-five (25) days after the expiration of each calendar month, Franchisee shall furnish Franchisor with a profit and loss statement, the form of which shall be described by Franchisor, of the Franchised Business for such previous calendar month. No later than thirty (30) days after the expiration of each calendar year, Franchisee shall, at its expense, furnish to Franchisor, in such form as may be required by Franchisor pursuant to the Operations Manual, or otherwise in writing, a statement of profit and loss and balance sheet of the Franchised Business for the calendar year. All such financial statements shall be prepared in accordance with the format established by Franchisor in accordance with generally accepted accounting principles and certified to be true and correct by Franchisee. Franchisor reserves the right to require submission of audited or review financial

statements prepared, at Franchisee's expense, by an independent certified public accountant acceptable to Franchisor

Section 13.3. Accounting Records. Franchisee shall maintain during the term of this Agreement, and shall preserve for at least three (3) years after the dates of their preparation, complete and accurate books and records for all business activities conducted at the Cash Plus Store, prepared in accordance with generally accepted accounting principles, and in accordance with such other requirements as may be set forth in the Operations Manuals or otherwise in writing from time to time

Section 13.4. Examination of Records. Franchisor or its designated agents shall have the right at all reasonable times to examine and copy, at Franchisor's expense, the books, records, and tax returns of Franchisee and the Franchised Business. Franchisor shall also have the right, at any time, to have an independent audit made of the books of the Franchised Business. If an examination or audit should reveal that any Gross Sales have been understated in any report to Franchisor, then Franchisee shall pay Franchisor the continuing royalty and advertising fees due on such understated Gross Sales immediately upon demand, together with interest at the rate provided in Section 5.7 above. In addition, if an examination or audit reveals that Gross Sales of Franchisee were understated by two percent (2%) or more during the period audited, Franchisee shall reimburse Franchisor for all costs and expenses in connection with the audit. The foregoing remedies shall be in addition to any other remedies available to Franchisor.

Section 13.5. Other Reports. From time to time, Franchisor shall have the right to require Franchisee to produce and provide such other reports as applies to, but not limited to, list of customers, demographic customer profiles, advertising/marketing/public relation data, and any and all business information data that, in Franchisor's sole determination, will contribute to evaluating the performance of the Cash Plus System in general and that of individual Franchisees. Franchisor shall have the right to access Franchisee's computer database system and information to secure such information.

ARTICLE XIV. ADVERTISING, PROMOTION, AND MARKETING

Section 14.1. Contribution Franchisee shall contribute for advertising, promotion, and marketing purposes an amount equal to three percent (3%) of its monthly gross sales, allocated as follows:

(a) If a System fund ("System Fund") is established at any time or from time to time under the System, Franchisee shall contribute an amount designated by Franchisor, but not to exceed three percent (3%) of gross sales, to the System Fund.

(b) If both a System Fund and a regional advertising fund ("Regional Fund") for the region in which the Franchised Business is located are established, Franchisee shall contribute such amounts as Franchisor may designate from time to time to each fund, but not to exceed a total of three percent (3%) for both.

Section 14.2. Establishment and Direction of the Funds. Franchisee agrees that Franchisor shall have the right, in its sole discretion, to establish a System Fund and any number of Regional Funds (collectively, the "Funds"), to be maintained and administered by Franchisor and/or its designees as follows:

(a) Franchisor shall direct all advertising, promotional and marketing programs with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Funds are intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of all CASH PLUS

franchisees, and that Franchisor and its designees are not obligated in administering the Funds to make expenditures for Franchisee benefits directly or pro rata from expenditures by the Funds

(b) The Funds, all contributions thereto, and any earnings thereon shall be used exclusively to meet any and all costs of maintaining, administering, researching, directing, and preparing advertising, promotional and marketing activities (including, among other things, the cost of creating, producing, placing, and conducting television, radio, and print advertising campaigns, creating, producing and distributing promotional materials for use on and off the Store premises, including signs and posters, direct mail, promotional brochures, and outdoor billboard advertising, marketing surveys and research, public relations activities, and employing advertising agencies and consultants to assist therein)

(c) Franchisee shall contribute to the System Fund and any Regional Fund for Franchisee's region by separate checks made payable to each Fund. All sums paid into the Funds shall be kept in accounts separate from the other monies of Franchisor and shall not be used to defray any of Franchisor's general expenses, except for such reasonable administrative costs and overhead as Franchisor may incur in activities reasonably related to the administration and direction of the Funds and advertising programs for Franchisees and the System. The Funds and their earnings shall not otherwise inure to the benefit of Franchisor. Franchisor or its designees shall maintain separate bookkeeping accounts for the Funds

(d) Franchisor is not obligated to spend all of the contributions to the Funds in any calendar year. If advertising, promotional and marketing costs exceed or fall short of the aggregate advertising funds collected for such calendar year, the excess or shortfall shall be carried over to the succeeding calendar year.

(e) Upon the written request of the Franchisee, Franchisor shall provide Franchisee with a written statement indicating on a calendar year basis (or fiscal year basis at Franchisor's sole option) the total amount of the contributions collected and the total costs incurred by Franchisor related to advertising and promotions. If such accounting is made by an independent accounting firm, the expenses thereof shall be paid from the Fund.

(f) Although each Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate any Fund. No Fund shall be terminated, however, until all monies in the Fund have been expensed for the purposes described above or returned to contributors on a prorated basis of their contributions.

(g) Franchisee acknowledges that nothing in this Agreement creates any duty by Franchisor to account to Franchisee for the collection or disposition of the Funds or creates any trust or beneficial interest in the Fund on the part of the Franchisee.

Section 14.3. Approval. All advertising, promotional, and marketing activities conducted by Franchisee in its local market area shall be subject to the prior approval of Franchisor. Franchisee shall submit to Franchisor (by personal delivery or certified mail, return receipt requested) for its prior approval (except with respect to prices to be charged) all local advertising, promotional and marketing plans and samples of all local advertising materials not prepared or previously approved by Franchisor or its designated agents. If written disapproval thereof is not received by Franchisee within ten (10) business days after the date of receipt by Franchisor, such plans and materials shall be deemed approved. If any plans or materials previously approved by Franchisor are later disapproved, Franchisee shall discontinue their use promptly upon notice from Franchisor.

Section 14.4. World Wide Web. Franchisee is strictly prohibited from developing and establishing a World Wide Web site or engaging in any form of World Wide Web advertising, listing, promotion or participation, of any kind, for the purpose of promoting the Cash Plus business, without the express

written consent of Franchisor. In the event Franchisee breaches this Section, notwithstanding all other remedies available to Franchisor under this Agreement, Franchisee grants Franchisor the Power of Attorney to take any and all actions deemed necessary by Franchisor to cure the breach.

Franchisee Initial(s) _____

Section 14.5. Grand Opening Marketing Program. Upon execution of this Agreement, Franchisee shall pay a Grand Opening Marketing Program Fee of Five Thousand Dollars (\$5,000.00). This fee will be credited to expenses incurred by Franchisee in the performance of the Grand Opening Marketing Program outlined in the Operations Manual or other written directives by Franchisor. Upon completion of the Grand Opening Marketing Program, which Franchisee agrees to complete no later than sixty (60) days from the date of the Store opening, Franchisee shall provide Franchisor with written evidence of expenditures in the conduct of the Grand Opening Marketing Program and Franchisor shall reimburse Franchisee up to the maximum Grand Opening Marketing Program fee paid by Franchisee. Any balance due Franchisee shall be paid within thirty (30) days following completion of Franchisee's Grand Opening Marketing Program activities, and submission to Franchisor of a final accounting statement prepared by Franchisee. Notwithstanding any other remedies provided for in this Agreement, in the event Franchisee fails to complete the Grand Opening Marketing Program within the prescribed time, Franchisor shall have the right to control and direct the reasonable use of the Grand Opening fee on behalf of Franchisee, without time limitation, for marketing, sales and promotion activities deemed, in Franchisor's sole discretion, to be in the best interests of Franchisee.

ARTICLE XV. COVENANTS NOT TO COMPETE

Section 15.1. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, information concerning the operational, sales, promotional and marketing methods and techniques of Franchisor and the System. Franchisee covenants as follows:

(a) During the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, or for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, operate, engage in, be employed by, or have any interest in any business similar to the Franchised Business (except pursuant to other franchise agreements between Franchisee and Franchisor). Franchisee also shall cause its shareholders, directors, officers, and employees to refrain from such activities. This prohibition applies not only to direct competition, but also all forms of indirect competition, such as consultation of competitive businesses, or any assistance or transmission of information of any kind or nature whatsoever that would be of any material assistance to a competitor. Notwithstanding the foregoing, nothing in this Agreement shall prevent Franchisee or its shareholders, directors, officers or employees from owning for investment purposes, up to an aggregate of five percent (5%) of the outstanding capital stock of any such competitive business provided such business, is a publicly held corporation whose stock is listed and trades on a national or regional stock exchange.

(b) For a period of two (2) years immediately following the termination of this Agreement, Franchisee shall not, either directly or indirectly, have any interest in any business similar to the business franchised hereunder, or engage in any business which offers any services which are competitive with CASH PLUS, either as a proprietor, a partner, shareholder, director, officer, employee, principal, agent, advisor or consultant, at a location within the Franchise Area designated hereunder, or within twenty-five (25) miles of any CASH PLUS Store in existence or planned as of the time of termination or expiration of this Agreement. Franchisee also shall cause its shareholders, directors, officers, and employees to refrain from such activities. This prohibition applies not only to direct competition, but also to all forms of

indirect competition, such as consultation for competitive businesses, or any assistance or transmission of information of any kind of nature whatsoever that would be of material assistance to a competitor. Notwithstanding the foregoing, nothing in this Agreement shall prevent Franchisee or its shareholders, directors, officers or employees from owning for investment purposes, up to an aggregate of five percent (5%), of the outstanding capital stock of any such competitive business, provided such business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange.

Section 15.2. The parties agree that each of the foregoing covenants shall be construed as independent of every other covenant or provision of this Agreement. If all or any portion of a covenant in this Article XV is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made part of this Article XV.

Section 15.3. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article XV. Franchisee shall pay all costs and expenses (including, without limitation, reasonable legal and accounting fees) incurred by Franchisor in connection with the enforcement of this Article XV.

Section 15.4. Franchisee acknowledges that Franchisee's violation of the terms of this Article XV would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Article XV.

Section 15.5. At Franchisor's request, Franchisee shall obtain and deliver executed covenants similar to those set forth in this Article XV from any and all persons who have or may have an ownership interest in Franchisee or in the Franchised Business or who receive or have access to training and other information under the System. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of such covenants, with the independent right to enforce them.

ARTICLE XVI. TAXES, PERMITS, INDEBTEDNESS

Section 16.1. Tax Filings and Payments. Franchisee shall prepare and file all necessary tax returns, and shall pay any and all city, county, state and federal sales and use taxes imposed or incurred, or levied or assessed by any governmental body, in connection with any part of this Agreement or any of the services furnished by Franchisee in connection with the Franchised Business, promptly, in full, and when due.

Section 16.2. Disputes. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, however, in no event shall Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the premises of the Franchised Business or any improvements thereon.

Section 16.3. Compliance with Laws, Rules and Regulations. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses to do business, fictitious name registration, sales tax permits, and other permits, certificates, and licenses that may be required.

Section 16.4. Notification of Proceedings. Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, that may adversely affect the operation or financial condition of the Franchised Business

ARTICLE XVII. RELATIONSHIP OF THE PARTIES

Section 17.1. Control Over Franchise Business. Franchisee understands and agrees that Franchisor's control over the operation of the franchise business is limited to Franchisee's strict adherence and compliance to the policies, procedures, systems, forms and other operational mandates set forth in the Cash Plus Operations Manuals, bulletins, operation updates and other written and electronically transmitted operation directives issued by Franchisor, and the terms and conditions of this Agreement. Franchisee further understands and agrees that any deviation from the operation policies and procedures established by Franchisor in the operation of the franchise business and the servicing of customers may have irreparable and injurious consequences to Franchisor. In the event of any such deviation by Franchisee resulting in any third party attempting to hold Franchisor liable for acts committed by Franchisee, in direct violation of the established and mandated operation policies and procedures established by Franchisor, Franchisee shall hold itself solely responsible, to third-party complainant, for its actions and absolve and hold harmless Franchisor of any liabilities or obligations.

Section 17.2. Independent Contractor. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them, that Franchisee shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

Section 17.3. Posting of Notice. During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Store premises and on stationery and written or graphic materials, the content and form of which Franchisor reserves the right to specify.

Section 17.4. Liability for Acts and Omissions. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on behalf, or to incur any debt or obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of any such action, nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Franchised Business or for any claim or judgment arising therefrom against Franchisee or Franchisor.

ARTICLE XVIII. INDEMNIFICATION

Section 18.1. Indemnification and Hold Harmless. Franchisee shall, at all times, protect, defend, indemnify and hold harmless to the fullest extent permitted by law Franchisor, its subsidiaries, affiliates, successors and assigns and the respective directors, officers, employees, agents and representatives of each (collectively, the "indemnitees") from and against any and all cost, expenses (including attorney's fees and court costs), losses, liabilities, damages, claims and demands of every kind or nature incurred in connection with any action, suit, proceeding, claim, demand, investigation, or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted which arises in any way out of Franchisee's operation of the Cash Plus Store or is based upon any of the following

(a) Franchisee's violation, breach or asserted violation or breach of any contract, federal, state or local law, regulation, rule, order, standard or directive, or of any industry standard,

(b) Libel, slander or any other form of defamation by Franchisee,

(c) Franchisee's violation or breach of any warranty, representation, agreement or obligation in this Agreement,

(d) Acts, errors or omissions of Franchisee or any of its agents, servants, employees, contractors, partners, affiliates or representatives

Section 18.2. Notification. Franchisee shall promptly notify Franchisor of any action, suit, proceeding, claim, demand, inquiry or investigation as described above. If Franchisor is or may be named as a party in any such action, Franchisor may elect (but under no circumstances will be obligated) to undertake the defense and/or settlement thereof. No such undertakings by Franchisor shall, in any manner or form, diminish Franchisee's obligation to indemnify Franchisor and to hold it harmless.

Section 18.3. Remedy Rights.

(a) With respect to any action, suit, proceeding, claim, demand, inquiry or investigation, Franchisor may, at any time and without notice, in order to protect persons or property or the reputation or goodwill of Franchisor or others, order, consent or agree to any settlement or take any remedial or corrective action as Franchisor deems expedient, if, in Franchisor's sole judgment, there are reasonable grounds to believe that

(i) any of the acts or circumstances enumerated in Section 18.1 have occurred; or

(ii) any act, error, or omission of Franchisee may result directly or indirectly in damage, injury or harm to any person or any property

(b) All losses and expenses incurred under this Article XVIII shall be chargeable to and paid by Franchisee pursuant to its obligations of indemnity hereunder, regardless of any actions, activity or defense undertaken by Franchisor or the subsequent success or failure of such actions, activity or defense.

(c) Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Franchisee. Franchisee agrees that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by the Indemnitees from Franchisee.

ARTICLE XIX. TRANSFER OF INTEREST AND RIGHT OF FIRST REFUSAL

Section 19.1. Transfer by Franchisee.

(a) Franchisee understands and acknowledges that the rights and duties of Franchisee set forth in this Agreement are personal to Franchisee and that Franchisor has granted this franchise in reliance on the business skill, financial capacity, and personal character of Franchisee and Franchisee's principals. Accordingly, Franchisee agrees that Franchisor's express prior written consent shall be a necessary condition precedent to the sale, assignment, transfer, conveyance, gift, pledge, mortgage, encumbrance, or hypothecation of any of the following

- (i) any direct or indirect interest in this Agreement or the franchise and license granted hereunder,
- (ii) any direct or indirect interest in Franchisee,
- (iii) all or substantially all of the assets of the Franchised Business

Except as specifically provided in this Article XIX, any purported assignment or transfer, by operation of law or otherwise, not having the express prior written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. Franchisee acknowledges and agrees that each condition required to be met by a proposed transferee hereunder is necessary to assure the transferee's full performance of its obligations as "Franchisee" hereunder.

(b) If Franchisee is an individual or a general partnership, Franchisee shall be entitled to transfer the franchise and Franchisee's interest in this Agreement to a corporation, limited liability company or limited partnership ("Legal Entity") formed for convenience of ownership. Franchisor will charge no transfer fee for the first such transfer, however, Franchisor's consent to any such transfer shall be subject to the following conditions:

(i) Franchisee shall be the owner of ownership interests in the Legal Entity, and, if Franchisee is more than one individual, each individual shall have the same proportionate ownership interest in the Legal Entity as he or she had in Franchisee prior to the transfer, and

(ii) Franchisee shall comply with the terms and conditions set forth for franchisee Legal Entities under Article VII.

Section 19.2. Conditions for Consent to Transfer.

(a) Franchisor will not unreasonably withhold its consent to a transfer of any interest in Franchisee, this Agreement, or in the franchise, provided, however, that Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

(i) Franchisee shall have fully complied with all of the terms and provisions of this Agreement or any other agreement with Franchisor, its subsidiaries and affiliates, and, at the time of transfer, shall not be in default thereof,

(ii) All of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor, its subsidiaries and affiliates shall be satisfied,

(iii) If the obligations of Franchisee were guaranteed by the transferor(s), the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor,

(iv) Franchisee and the transferor(s) shall execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, employees, and agents, in their corporate and individual capacity, including, without limitation, claims arising under federal, state, and local laws, rules, and ordinances.

(b) If a transfer, alone or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring financial or management control of Franchisee or the franchise, Franchisor may require, in its sole discretion and in addition to the conditions provided in Section 19 2 (a), any or all of the following as conditions of its approval

(i) The transferee (or, if the transferee is a corporation or partnership, the principals of the transferee) shall demonstrate to Franchisor's satisfaction that they meet Franchisor's then-current standards for new franchisees under the System, possess good moral character, business reputation, and credit rating, have the aptitude and ability to conduct the Franchised Business (as may be evidenced by prior related business experience or otherwise), and have adequate financial resources and capital to operate the Franchised Business,

(ii) The transferee shall execute a new franchise agreement, the standard form of franchise agreement then being offered by Franchisor and such other ancillary agreements as Franchisor may require, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, including, without limitation, higher royalty and advertising fees, provided, however, that no initial franchise fee shall be required,

(iii) If requested by Franchisor, the transferee shall make or commit to provide for, in a manner satisfactory to Franchisor, such renovations and modernization of the Store premises as Franchisor may reasonably require to reflect the then-current standards and image of the System,

(iv) The transferee shall assume all of the obligations of Franchisee under the lease or leases, if any, for the CASH PLUS Store operated pursuant hereto,

(v) The transferee, or its designated manager, shall satisfactorily complete the initial training program then required of all new franchisees of Franchisor, unless such training is waived by Franchisor, in writing, by reason of the transferee's prior experience or training;

Section 19.3. Transfer Fee. Franchisee or transferee shall pay to Franchisor a nonrefundable transfer fee to compensate Franchisor for its costs and expenses in connection with each proposed transfer subject to Section 19 2, as follows

(a) A fee not to exceed Three Thousand Five Hundred Dollars (\$3,500) for any transfer of a non-controlling interest governed solely by Section 19 2 (a), or for the transfer of a controlling interest to (i) a person whose full-time occupation during the two (2) years immediately preceding the proposed transfer has been serving as the manager of the Franchised Business, or (ii) a current CASH PLUS franchisee who has satisfied all obligations and substantially complied with all material requirements under its agreements with Franchisor, its subsidiaries and affiliates up to and including the time of the proposed transfer,

(b) A fee not to exceed Five Thousand and No/100 Dollars (\$5,000) for any other transfer of a controlling interest to a person other than those specified in Section 19 3 (a), provided, however, that such person is not a new franchisee located and acquired by Franchisor on behalf of Franchisee. In such event, Franchisee shall pay Franchisor a transfer fee equivalent to the then-current Initial Franchise Fee being charged to new Franchisees at that time

Section 19.4. Death or Incapacity of Franchisee. The transfer of Franchisee's interest to the Franchisee's heirs, personal representatives or conservators, as applicable, in the event of the death or legal incapacity of Franchisee, shall not constitute an Assignment requiring Franchisor's consent and does not give rise to the Franchisor's right of first refusal as provided in Section 19 5, provided that the heirs,

personal representatives or conservators, as applicable, meet Franchisor's standards for new franchisees, agree to be bound by the terms and conditions of the agreement then in effect between Franchisor and Franchisee, and execute in writing a consent to be so bound, and provided further that within ninety (90) days after the death of Franchisee (or death of a principal shareholder of Franchisee if Franchisee is a corporation), a person designated by Franchisee's heirs, personal representatives or conservator (as applicable) shall have satisfactorily completed Franchisor's then-current initial training program. If at the time of such death, Franchisee has employed a manager who has satisfactorily completed such a training program, such manager shall be deemed to have satisfied such training requirements. All such transfers shall be subject to the same conditions as any inter vivos transfer, however, no transfer fee will be charged in the case of a transfer by devise or inheritance.

If the heirs or beneficiaries of the deceased or legally incapacitated Franchisee are unable to meet the conditions set forth in this Article XIX, the executor, administrator, or personal representative shall have a reasonable time to dispose of the deceased or legally incapacitated Franchisee's interest, which disposition shall be subject to the same conditions as any inter vivos transfer. If such interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement.

Section 19.5. Right of First Refusal.

(a) Any person ("seller") who receives and desires to accept a bona fide offer from a third party to purchase all or part of the seller's interest in Franchisee, this Agreement, or the franchise, shall notify Franchisor in writing (certified mail, return receipt requested) of each such offer. Franchisor is hereby granted the right of first refusal in regard to any such offer or transfer to purchase such interest on the same terms and conditions. If the consideration, terms or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same, Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, Franchisor may appoint an independent appraiser, whose determination shall be binding.

(b) To enable Franchisor to determine whether it will exercise its option, Franchisee and the seller shall provide such information and documentation, including complete details of all of the terms, conditions and provisions of the proposed transfer, copies of all agreements, which may be assumed by or assigned to the transferee, as Franchisor may require. After receipt of all such information, Franchisor shall have thirty (30) days after actual receipt of such offer within which to accept or reject it. If Franchisor does not exercise its option as provided hereunder, the seller may sell the interest, subject to Franchisor's consent as otherwise required under this Article XIX. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer.

Section 19.6. Assignment by Franchisor. This Agreement shall inure to the benefit of Franchisor, its heirs, successors, and assigns, and Franchisor shall have the right to transfer and assign all or any part of its interest herein, including its rights under Section 19.5, to any person or legal entity.

ARTICLE XX. RESCISSION, DEFAULT AND TERMINATION

Section 20.1. Rescission Due to Failure to Obtain Location or to Complete Initial Training. If Franchisee fails to obtain lawful possession of an approved Location for the CASH PLUS Store by lease, purchase, or other method within ninety (90) days after execution of this Franchise Agreement, or if, during the Initial Training, the Franchisor, in its sole discretion, determines that Franchisee is unable to successfully complete the instruction course to Franchisor's satisfaction, Franchisor shall have the right to disqualify Franchisee and terminate this Agreement. Such termination shall be effective upon delivery to

Franchisee of written notice of rescission under this section. Within ten (10) business days after such rescission, Franchisor shall return to Franchisee seventy five percent (75%) of the Initial Franchise Fee paid, less any out of pocket expenses and sales commissions incurred and paid by Franchisor and related to the Franchisee.

Section 20.2. Termination Without Notice. Except as otherwise required or prohibited under applicable statute, this Agreement and all rights granted to Franchisee hereunder shall automatically terminate, without prior notice to Franchisee, upon the occurrence of any or all the following events, each of which shall be deemed to be an incurable breach of this Agreement which Franchisee shall have no right or opportunity to cure:

(a) If Franchisee abandons the CASH PLUS Store

(b) If Franchisee becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by Franchisee or filed against Franchisee and not opposed by Franchisee, or if Franchisee is adjudicated a bankrupt or insolvent, or if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee, or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction, or if proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee, or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed), or if Franchisee is dissolved, or if a suit to foreclose any lien or mortgage against the premises or equipment of the Franchised Business is instituted against Franchisee and not dismissed within thirty (30) days, or if execution is levied against Franchisee's business or property, or if the real or personal property of the Franchised Business is sold after levy thereupon by any sheriff, marshal, or constable,

(c) If Franchisee or any partner or shareholder in Franchisee purports to sell, assign, transfer, pledge, hypothecate, or encumber, in whole or in part, this Agreement or the CASH PLUS Store in violation of the terms hereof,

(d) If an audit or investigation conducted by Franchisor discloses that Franchisee has knowingly understated Gross Sales or withheld the reporting of same as herein provided,

(e) If Franchisee defaults in any material obligation as to which Franchisee has previously received two (2) notices of default from Franchisor within the preceding twelve (12) months, whether or not such repeated default is cured,

(f) If in the Franchisor's reasonable judgment, Franchisee's continued operation of the Franchised Business will result in an imminent danger to public health or safety,

(g) If Franchisee (or if Franchisee is a corporation, general partnership or limited liability company ("Legal Entity"), any principal of Franchisee) makes or has made any material misrepresentations relating to its acquisition of the franchise or engages in conduct which reflects materially and unfavorably upon the operation and reputation of the Franchised Business, the System, the Proprietary Marks, and the goodwill associated therewith,

(h) If Franchisee (or if Franchisee is a corporation or general partnership or limited liability company ("Legal Entity"), any principal of Franchisee) is convicted of a felony, a fraud, a crime involving moral turpitude, or found liable in a civil claim for fraud or any unfair or deceptive act or

practice that Franchisor believes is reasonably likely to have an adverse effect on the Franchised Business, the System, the Proprietary Marks, and the goodwill associated therewith, or

(i) If Franchisee fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state, or local law or regulation applicable to the operation of the Franchised Business

Section 20.3. Termination with Notice. Except as otherwise required or prohibited under applicable statute, Franchisee shall be deemed to be in default, and Franchisor at its option may terminate this Agreement and all rights granted Franchisee hereunder, effective immediately upon receipt of notice by Franchisee and without affording Franchisee any opportunity to cure the default, upon the occurrence of any of the following events

(a) If Franchisee fails to commence construction or remodeling of the Store, or fails to open the Store for business within the time periods specified in Section 3 4 and Section 12 1,

(b) If Franchisee (or if Franchisee is a corporation general partnership or limited liability company ("Legal Entity"), any principal of Franchisee) fails to comply with the covenants not to compete in Article XV,

(c) If Franchisee or its designee fails to attend and complete the initial franchise management training program required by Franchisor, as provided in Section 11 2,

(d) If an approved transfer is not effected within a reasonable time, as required under Section 19 4, following Franchisee's death or mental incapacity, or

(e) If Franchisee repeatedly fails to pay on a timely basis its taxes or other governmental charge, rent, lease payments, or payments to suppliers or other trade creditors

Section 20.4. Termination with Notice and Right to Cure Default. Except as provided in Sections 20 2 and 20 3 hereof, and except as otherwise prohibited or required under applicable statute, Franchisor shall have the right to terminate this Agreement for "good cause" As used herein, "good cause" means a breach by Franchisee of any material obligation of this Agreement Franchisor shall exercise its right to terminate this Agreement upon notice to Franchisee upon the following circumstances and in the following manner

(a) Except with respect to Franchisee's failure to pay any of the sums due Franchisor hereunder, or except as herein expressly provided, Franchisor may terminate this Agreement only upon fifteen (15) days prior written notice to Franchisee, setting forth the material breach complained of. If Franchisee cures said breach, prior to the end of such period, Franchisor's right to terminate this Agreement shall cease, provided, however, that if, because of the nature of the breach, Franchisee is unable to cure the same within the fifteen (15) day period, Franchisee shall be given such additional time as shall be reasonably necessary within which to cure the breach, upon condition that Franchisee shall, upon receipt of such notice from Franchisor, immediately commence to cure the breach and continue to use its best efforts to do so

(b) With respect to any default by Franchisee of his obligation to pay any sums due Franchisor under this Agreement or any related or ancillary agreement, Franchisor may terminate this Agreement upon not less than five (5) days prior written notice of such default. If Franchisee cures the default prior to the end of such period, Franchisor's right to terminate shall cease

(c) The description of any default in any notice served by Franchisor hereunder upon Franchisee shall in no way preclude Franchisor from specifying additional or supplemental defaults in any action, arbitration, hearing or suit relating to this Agreement or the termination thereof.

Section 20.5. Notice Required By Law. Notwithstanding anything to the contrary contained in this Article, if any valid applicable law or regulation of a governmental authority having jurisdiction over this franchise and the parties limits Franchisor's rights of rescission or termination under this Agreement or requires longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon rescission or termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to this Agreement or the termination thereof.

Section 20.6. Cross Default. Any default by Franchisee of any other agreement between Franchisor or its parent or affiliated companies or the owners of a Host Site and Franchisee shall be deemed a default under this Agreement, and any default by Franchisee of this Agreement shall be deemed a default under any and all other agreements between Franchisor and Franchisee. If the nature of such default under any other agreement would have permitted Franchisor to terminate this Agreement, had the default occurred hereunder, Franchisor shall have the right to terminate this and all of the other agreements between Franchisor or its parent or affiliated companies and Franchisee in the same manner as provided herein for termination of this Agreement.

Section 20.7. Obligations Upon Termination and Expiration. In the event of rescission or termination of this Agreement, whether by reason of default, lapse of time or other cause, Franchisee shall comply with all of the following requirements and hereby appoints the then-acting President of Franchisor as its attorney-in-fact to carry out any of the requirements which Franchisee refuses to perform.

(a) Franchisee must pay to Franchisor within ten (10) days after the effective date of termination or expiration, the amounts due to Franchisor including, any unpaid Royalty Fees, Advertising Fees and all other amounts owed to Franchisor or to Franchisor's principals or affiliates for purchases or otherwise, which are then unpaid together with interest and late charges due on such payments.

(b) Franchisee must immediately modify the design, decor and operating methods of the Store in a manner acceptable in writing to Franchisor so that such design, decor and appearance no longer suggests or indicates a connection with the CASH PLUS System. De-identification of the Store shall require, among other things, that Franchisee change color schemes, counter tops, wall and floor coverings, and remove all lobby, storefront and window signs, any laminate, wood or other trim, decor as specified in the Cash Plus standard store design as defined in the Operations Manuals and other physical objects, including, without limitation, displays, materials, inventory items and other articles which bear or display any of the Proprietary Marks.

(c) After termination or expiration Franchisee must

(i) not directly or indirectly at any time or in any manner identify itself or any other business which it owns as a current or former CASH PLUS Store or CASH PLUS Franchisee or as otherwise being associated with Franchisor,

(ii) not use any of Franchisor's Marks or colorable imitations thereof or other indicia of a CASH PLUS Store in any manner or for any purpose, including using the words "Cash" or "Plus" or any style of dollar-sign symbol in any business name or signage, including using red, blue or similar

colors in any marks, symbols or logos, or utilize for any purpose any trade name, mark or symbol which suggests or indicates a connection or association with Franchisor,

(iii) take such action as may be required to cancel all fictitious names or equivalent registrations relating to Franchisee's use of any of the Proprietary Marks,

(iv) immediately return to Franchisor its copy of the Manuals and all copies of the reporting forms, completed customer application forms and other written materials pertaining to the Franchised Business in Franchisee's possession,

(v) immediately cease using Trade Secrets of Franchisor disclosed to Franchisee pursuant to this Agreement, and

(vi) cancel or change all telephone numbers, internet addresses and other communication equipment listings used in operating the CASH PLUS Store, or assign such listings to Franchisor or to its designee as Franchisor directs. Franchisee hereby grants to Franchisor his power of attorney to cause such assignment

Franchisee's Initials _____

(d) All obligations of the parties that expressly or by their nature survive the expiration or termination of this Agreement continue in full force and effect subsequent to such termination or expiration until they are satisfied in full

(e) Any action described in this Section 20.7, which is not carried out to completion within thirty (30) days after termination or expiration may be taken at Franchisee's expense by Franchisor or its agents, except that Franchisor may immediately, upon termination or expiration, remove or cover all of the signs and other physical objects which bear any of the Proprietary Marks. Franchisee grants Franchisor and its agents the right to enter the CASH PLUS Store in order to exercise the rights retained by Franchisor herein.

(f) Franchisee remains fully liable for any and all obligations of the Franchise Business and the CASH PLUS Store incurred prior to the effective date of termination or expiration and for so long as Franchisee remains in possession of the Store Location, including, without limitation, obligations arising under this Agreement or under any other agreement which Franchisee has with Franchisor, Franchisor's principals or its affiliates relating to the Franchised Business, obligations owed to third parties, obligations for the payment of salaries, taxes, and other expenses associated with the Franchised Business.

(g) Within fifteen (15) days after the date of termination or expiration of this Agreement, Franchisor may arrange for an inventory, at Franchisor's cost, of all personal property, fixtures, equipment, supplies, and inventory located at the Store or used in connection with the Franchised Business, including, without limitation, any and all items bearing the Proprietary Marks or Cash Plus trade name. Franchisor shall have the option, exercisable in thirty (30) days after termination or expiration, to purchase any and all such items from Franchisee at fair market value. If the parties cannot agree on a fair market value within a reasonable time, Franchisor may designate an independent appraiser, whose determination shall be binding. If Franchisor elects to exercise any option to purchase hereunder, it shall have the right to set off all amounts due from Franchisee under this Agreement and the cost of the appraisal, if any, against any payment for items purchased.

(h) Franchisee and each of its officers, directors, partners and shareholders, as appropriate, must execute a general release in a form satisfactory to Franchisor, dated as of the effective date of termination or expiration, in favor of Franchisor and its officers, directors, shareholders, employees and affiliates, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances

Section 20.8. Option to Purchase Franchise Assets. If this Agreement terminates for any reason, Franchisor shall have the right, but not the obligation, to purchase the Franchise Business from Franchisee at fair market value as of the time of termination, exclusive of personalized materials with no value to Franchisor, and inventory and supplies not reasonably required in the operation of the business. If Franchisee and Franchisor cannot agree upon a purchase price, then the purchase price will be the average of three independent appraisals of Franchisee's business. Franchisor and Franchisee shall each select an appraiser qualified to evaluate a business of this kind and the third appraiser will be agreed upon by the other two appraisers. Both parties shall share equally in the appraisers' charges. In the event Franchisor elects to purchase the business from Franchisee, the Franchisor shall pay Franchisee 30% of the purchase price in cash upon transfer of ownership, the remaining 70% shall be paid in seven (7) equal payments during the subsequent seven (7) month period. In the event Franchisor purchases the Franchise Business from Franchisee, it is understood and agreed by Franchisee that the purchase price will include a 5-year non-compete agreement. If a price cannot be arrived at within sixty (60) days after the termination of this Agreement, then Franchisor may withdraw its election to exercise its option under this Section.

Section 20.9. Early Termination. If this Agreement is terminated as a result of repudiation, default or other action by Franchisee without material default by Franchisor, and Franchisor, in Franchisor's sole opinion decides not to purchase Franchisee's assets in accordance with Section 20.8 above, then Franchisee agrees in addition to any other remedy or right Franchisor may have, to pay Franchisor in lump sum as liquidated damages the amount of fourteen percent (14%) times the gross sales (as defined in Section 5.5 above) of the Franchised Business for the twelve months immediately preceding termination of this Agreement or 24 times the monthly Continuing Royalty Fee (as defined in Section 5.3 above), whichever is greater. The parties hereby acknowledge and agree that the precise amount of Franchisor's actual damages in such event would be extremely difficult to ascertain and that the foregoing sum represents a reasonable estimate of such actual damages, based upon the approximate time it would take Franchisor to establish another franchised Cash Plus store in the vicinity. Such liquidated damages shall not apply if this Agreement is terminated as a result of Sections 19.4 or 19.5 above.

ARTICLE XXI. ARBITRATION

Section 21.1. Submission to Arbitration. Except as set forth in this Section 21.1 and Section 21.2, any dispute between the parties which involves this Agreement and cannot be resolved by the parties themselves will be submitted to binding arbitration in accordance with the rules of the American Arbitration Association applicable to commercial arbitration. Such arbitration will be held within the county where Franchisor's executive headquarters are located (the "Home County"), and judgment upon the decision of the arbitrator may be entered in any court having jurisdiction over the matter. However, arbitration will not be used for any dispute which involves Franchisee's continued usage of any of the Marks or the Franchise System or any issue involving injunctive relief against Franchisee, all of which issues will be submitted initially to a court within the Home County. The parties expressly consent to personal jurisdiction in the Home County as set forth above and agree that such court(s) will have exclusive jurisdiction over any such issues not subject to arbitration. If any legal action is necessary to enforce the terms and conditions of this Agreement and is brought before binding arbitration, the prevailing party shall be entitled to recover reasonable compensation for preparation, investigation and arbitration costs and reasonable

attorney's fees, as fixed by the arbitrator. The parties each agree that prior to arbitration, they will attempt to resolve the dispute through mediation, using any available mediation service satisfactory to both parties. Both parties shall share equally in the mediator's charges.

Section 21.2. Exceptions to Arbitration. Any claim or controversy involving or contesting the validity of any of the Proprietary Marks shall not be submitted to Arbitration. The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the state of California in the judicial district in which Franchisor has its principal place of business and do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

ARTICLE XXII. GENERAL PROVISIONS

Section 22.1. Governing Law. This Agreement shall be interpreted and construed under the laws of the state where the Store Site is located, which laws shall prevail in the event of any conflict of law.

Section 22.2. Entire Agreement. This Agreement and the documents referred to herein constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede all prior negotiations, understanding, representations and agreements, if any. Franchisee acknowledges that it is entering into this Agreement as a result of its own independent investigation and not as a result of any representations of Franchisor, or its agents, officers, or employees, not contained in any offering circular, prospectus, disclosure document, or other similar document required or permitted to be given to Franchisee pursuant to applicable law. Nothing in this Agreement or any related agreement is intended to disclaim the representations we have made in our Franchise Disclosure Document.

Section 22.3. Amendment. This Agreement may not be amended orally but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to franchisee and that the obligations of the Franchisor are confined exclusively to the terms in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

Section 22.4. Notices. All notices and other communications required or permitted to be given hereunder will be deemed given when delivered in person, sent by telefax to such person's telefax number, sent by registered or certified mail addressed to the recipient at the address set forth below, unless that party will have given such written notice of change of address to the sending party, in which event the new address so specified will be used. If mailed, such notice shall be deemed to have been received three days after mailing, and if sent by overnight delivery, such notice shall be deemed to have been received the day following sending.

Notices to Franchisor

CASH PLUS, INC.

Attn: Legal Department

3002 Dow Avenue, Suite 120

Tustin, CA 92780

Notices to Franchisee

Telefax _____

Section 22.5. Construction And Interpretation.

(a) The titles and subtitles of the various sections and paragraphs of this Agreement are inserted of convenience and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants and conditions of this Agreement

(b) If any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid

(c) The words "Franchisor" and "Franchisee", may be applicable to one or more parties, the singular includes the plural, and the masculine includes the feminine and neuter. If there is more than one party or person referred to as Franchisee under this Agreement, then their obligations and liabilities are joint and several

(d) The word "shall" as used in this Agreement is used as a command. The wording "including" as used in this Agreement is used in a nonexclusive sense

Section 22.6. Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provision of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law. If any part, article, section, paragraph, sentence or clause of this Agreement is held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account of such holding, and the balance of this Agreement shall continue in full force and effect

Section 22.7. Effect of Waiver. No failure of Franchisor to exercise any power reserved to it by this Agreement or to insist on strict compliance by Franchisee with any obligation or condition under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms in this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not affect or impair Franchisor's rights with respect to any subsequent default of the same, similar, or different nature. Any delay, forbearance, or failure of Franchisor to exercise any power of right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants of this Agreement, shall not affect or impair Franchisor's rights under this Agreement, or right to declare any subsequent breach or default and to terminate this Agreement

Section 22.8. Attorney's fees. Franchisee shall pay all damages, costs and expenses (including, without limitation, reasonable legal and accounting fees) incurred by Franchisor in connection with the enforcement of this Franchise Agreement, including non-judicial collection matters, confidentiality requirements, covenants not to compete, and post-termination requirements. If any legal action is necessary to enforce the terms and conditions of this Agreement and is litigated before a court of competent jurisdiction, the prevailing party shall be entitled to recover reasonable compensation for preparation, investigation and court costs and reasonable attorney's fees, as fixed by a court of competent jurisdiction, except as otherwise provided under Article XXI, Section 21.1, Submission to Arbitration

Section 22.9. Remedies Cumulative. The parties shall be entitled to any and all remedies at law or in equity, in addition to any remedies set forth in this Agreement

Section 22.10. Guaranty. If Franchisee is a corporation, a partnership, or more than one individual, each shareholder, general partner, or individual, as the case may be, shall jointly, severally and unconditionally guaranty Franchisee's performance hereunder pursuant to the Guaranty Agreement attached as Exhibit "B" hereto. A material breach of such Guaranty Agreement shall be deemed a material breach of this Agreement.

Section 22.11. Effectiveness of Agreement.

(a) The submission of this Agreement does not constitute an offer and this Agreement shall become binding upon Franchisor only upon the execution of it by an authorized officer of Franchisor.

(b) The acknowledgment by Franchisor shall not be deemed to be nor constitute an acceptance hereof by franchisor. No sales representative of franchisor has any authority whatsoever to modify any of the terms of provisions of this Agreement or any of the agreements and/or documents herein described, or to execute any of the same on behalf of Franchisor, unless expressly authorized in writing by Franchisor.

Section 22.12. Legal Entity Franchisee.

(a) If Franchisee is a corporation, there are set forth below, the name and address of each director of Franchisee:

Name	Address
_____	_____
_____	_____
_____	_____

(b) If Franchisee is any other legal entity there are set forth below the name and address of each person owning an interest in Franchisee:

Name & Address	Percentage Interest
_____	_____
_____	_____
_____	_____

(c) There are set forth below the names, and addresses and titles of Franchisee's principal officers or partners who shall be devoting their full time to Franchisee's business:

Name	Address
_____	_____
_____	_____
_____	_____

(d) The address where Franchisee's records are maintained is

(e) Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information set forth in subsections (a) through (d) above

Section 22.13. No Guarantee of Success. The success of the business venture contemplated to be undertaken by Franchisee by virtue of this Agreement is speculative and depends, to a large extent, upon the ability of Franchisee to operate a check cashing store in accordance with the terms and provisions of this Agreement as well as other factors Franchisee hereby declares that neither the Franchisor, nor any of its agents or representatives, has made any representation or warranty as to the potential success of the business venture contemplated herein and have made no financial projections of any kind with respect to the income potential of said venture.

Initials of Franchisee specifically acknowledging Section 22 13 _____

Section 22.14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument

Franchisee confirms that he has read all of the foregoing Agreement and hereby accepts and agrees to each and all of the provisions, covenants and conditions thereof. Franchisee hereby acknowledges receipt of a copy of this Agreement and of a full disclosure statement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year set forth below

Witness

FRANCHISEE:

By _____

Title _____

Date of Execution _____, 201__

Witness

FRANCHISEE:

By _____

Title _____

Date of Execution _____, 201__

Witness

FRANCHISOR:

CASH PLUS, INC.

By _____

Craig W Wells,
Title President, Cash Plus, Inc

APPROVED on this _____ day of _____, 201__

EXHIBIT "A" TO FRANCHISE AGREEMENT

FRANCHISE AREA

The Franchise Area referred to in Section 3.1 shall be

FRANCHISEE:

By _____

Title _____

Date of Execution _____, _____

FRANCHISEE:

By _____

Title _____

Date of Execution _____, _____

FRANCHISOR:

CASH PLUS, INC.

By _____

Craig W Wells,

Title President, Cash Plus, Inc

APPROVED on this _____ day of _____, 201__

EXHIBIT "B" TO FRANCHISE AGREEMENT

PERSONAL GUARANTEE AND ASSUMPTION OF OBLIGATIONS

THIS PERSONAL GUARANTY AND ASSUMPTION OF OBLIGATIONS (Guaranty) is given this _____ day of _____, 201____, by _____, Guarantor(s)

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement to which this Guaranty is attached as an exhibit (the "Agreement") by Cash Plus, Inc. ("Franchisor"), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that _____, ("Franchisee"), its successors and assigns, shall faithfully perform and fulfill each and every obligation, undertaking, agreement and covenant set forth in the Agreement, and (b) agrees to be personally bound by, and personally liable for, the breach of each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Said personal guaranty by the undersigned shall commence upon the date of any default under the Agreement by Franchisee.

Each of the undersigned consents and agrees that (1) his or her liability under this Guaranty shall be joint and several, (2) he or she shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so, (3) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person, and (4) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time to time grant to Franchisee or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement.

This Guaranty is a guaranty of payment and performance and not of collection. Upon failure of any kind by Franchisee to make any payment due under the Agreement, Franchisor may proceed directly and at once without notice against the undersigned Guarantor(s) to collect and recover the full amount due under the Agreement or any portion thereof without proceeding first against Franchisee. In the event of any action at law or in equity between Franchisor and Franchisee to enforce any of the provisions and/or rights hereunder, the unsuccessful party to such litigation covenants and agrees to pay to the successful party, all costs and expenses including reasonable attorney's fees incurred therein by such successful party and if such successful party shall recover final judgment in any such action or proceeding, such costs, expenses and attorney's fees shall be included in and as a part of such judgment.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his or her signature on the same day and year as the Agreement was executed by Franchisee.

GUARANTOR(S)

GUARANTOR(S)

EXHIBIT A-1



STATE ADDENDA

CASH PLUS, INC.

STATE LAW ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the CASH PLUS Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated _____, 201__

The following states have statutes that may supersede the Franchise Agreement and Development Agreement in your relationship with us, including the areas of termination and renewal of your franchise ARKANSAS [Stat Section 70-807], CALIFORNIA [Bus & Prof Code Sections 20000-20043], CONNECTICUT [Gen Stat Section 42-133e et seq], DELAWARE [Code, Tit 6, Ch 25, Sections 2551-2556], HAWAII [Rev Stat Section 482E-1], ILLINOIS [Rev Stat 815 ILCS 705/19 and 705/20], INDIANA [Stat Sections 23-2-2 7 and 23-2-2 5], IOWA [Code Sections 523H 1-523H 17], MARYLAND [Maryland Franchise Registration and Disclosure Law, MD Code Ann, Bus Reg Sections 14-201 to 14-233 (1998 Repl Vol & Supp 2001)], MICHIGAN [Stat Section 19.854(27)], MINNESOTA [Stat Section 80C 14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407 400], NEBRASKA [Rev Stat Section 87-401], NEW JERSEY [Stat Section 56 10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13 1-517-574], WASHINGTON [Code Section 19 100 180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions that may supersede the Franchise Agreement and Development Agreement in your relationship with us including the areas of termination and renewal of your franchise

CALIFORNIA

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT

None of the persons identified in Item 2 of the franchise disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq, suspending or expelling such persons from membership in such association or exchange

CALIFORNIA

A2-StateAddenda (6-28) doc

In connection with Item 17 of the franchise disclosure document, the following paragraphs are included pursuant to California law

1. California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

2. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec 101 et seq.).

3. The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

4. The franchise agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

5. The franchise requires a franchisee to execute a general release of claims upon renewal or transfer of the agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder, is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

6. California Corporations Code Section 31125 requires the franchisor to give the franchisee a disclosure document approved by the Department of Corporations prior to a solicitation of a proposed material modification of an existing franchise.

7. Website: www.cashplusinc.com. Under California Civil Code Section 17527, the following disclaimer is required:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF CORPORATIONS, ANY COMPLAINTS CONCERNING THE CONTENT OF THESE WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATIONS at www.corp.ca.gov

Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 31000-31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

5. Damage
franchisee
cashplusinc.com
A2-StateAddenda (6-28).doc

7. Website
OUR WEBSITE
DEPARTMENT
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DISCLAIMER

MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise

- (a) A prohibition on your right to join an association of franchisees
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims
- (c) A provision that permits us to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure
- (d) A provision that permits us to refuse to renew your franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applied only if (i) the term of the franchise is less than 5 years and (ii) you are prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or you do not receive at least 6 months advance notice of our intent not to renew the franchise
- (e) A provision that permits us to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state

(g) A provision which permits a us to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet our then current reasonable qualifications or standards

(ii) The fact that the proposed transferee is a competitor of us or our subfranchisor

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations

(iv) You or your proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants us the right to acquire the assets of a franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c)

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you unless provision has been made for providing the required contractual services

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan,
Department of Attorney General
Consumer Protection Division, Attn: Franchise
670 Law Building
Lansing, Michigan 48913
Telephone Number (517) 373-7117

MINNESOTA

The following provisions shall supersede anything to the contrary in the Franchise Disclosure Document and Franchise Agreement for Minnesota franchises

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn Stat Sec 80C.14, subds 3, 4 and 5 which require, except in certain specified cases, (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld

Minn Stat §80C.21 and Minn Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction

~~MINN~~ In accordance with Minnesota Rule 2860.4400J, to the extent required by law, the Disclosure document and Franchise Agreement are modified so that we can not require you to waive your rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes; provided that this part shall not bar an exclusive arbitration clause. The Disclosure document and Franchise Agreement are modified accordingly, to the extent required by Minnesota law

Pursuant to Minn Stat Sec 80C.12, Subd 1(g), to the extent required by law, the Franchise Agreement and Item 13 of the Disclosure document are amended to state that we will protect your right to use the trademarks, service mark, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name

Provisions in the Disclosure document and Franchise Agreement limiting your right to file claims that are inconsistent with Minnesota Statute Sec 80C.17, Subd 5, are amended to the extent required by Minnesota law

Minn Rule 2860.4400J states that (1) the franchisee cannot waive any rights, (2) consent to the franchisor obtaining injunctive relief (The franchisor may seek injunctive relief), or (3) waive a right to a jury trial. The disclosure document and Franchise Agreement are amended to the extent required to comply with such Rule

This business may be regulated by the Minnesota Currency Exchange Law

NORTH DAKOTA

The Securities Commissioner has held that the following are unfair, unjust or inequitable to North Dakota Franchisees (Section 51-19-09)

1 Restrictive Covenants Any covenant in the Franchise Agreement or Disclosure Document which restricts competition to North Dakota law Section 9-08-06, N D C C will be subject to the statute

2 General Release Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

3 Liquidated Damages and Termination Penalties Requiring North Dakota franchisees to consent to liquidated damages or termination penalties

4 Waivers Any franchise agreement provisions which contain waivers of substantive rights intended to be afforded to North Dakota residents are unfair to franchise investors under North Dakota Law and may be unenforceable

5 Applicable laws Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota

6 Restrictions on Forum Requiring North Dakota franchisees to consent to the jurisdiction of courts outside North Dakota

7 Arbitration Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business

ND C Section 15 and 22 of the Franchise Agreement are changed to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees. The Disclosure document and Franchise Agreement are so amended to the extent that North Dakota law applies.

WISCONSIN

With respect to franchise agreements governed by Wisconsin law, the following shall supersede any inconsistent provision

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure document and Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement that are inconsistent with that Law. Wis Stats Ch 135 The Wisconsin Fair Dealership Law SEC 32.06(3) Wis Adm Code

It is agreed that the applicable foregoing state law addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated _____, 201__, and the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect.

Exhibit B

EXHIBIT B



AREA DEVELOPMENT AGREEMENT

EXHIBIT B

CASH PLUS, INC.
3002 Dow Avenue, Suite 120
Tustin, CA 92780

Tel: (714) 731-2274
Fax: (714) 731-2099

Franchise Development
(888) 707-2274

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**CASH PLUS
AREA DEVELOPMENT AGREEMENT**

This Area Development Agreement is made and entered into as of the date set forth by and between CASH PLUS, Inc., a California corporation having its principal place of business at Tustin, California ("Franchisor"), and _____, ("Developer")

RECITAL

A WHEREAS, Franchisor, as the result of expenditure of time, skill, effort, and money has developed and owns a unique and distinctive system ("System") for the establishment and operation of check cashing and payday advance service businesses,

B WHEREAS, the distinguishing characteristics of the System include, without limitation, unique and specialized training, management, and marketing techniques and materials, procedures and methods of operation, specifications, and procedures for products, equipment and services, distinctive appearance, and advertising and promotional programs, all of which may be changed, improved, and further developed by Franchisor from time to time,

C WHEREAS, Franchisor identifies the System by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin ("Proprietary Marks"), including but not limited to the name and mark "CASH PLUS" (or "CASH STOR" in Canada) and such other names, marks and indicia as may now or hereafter be designated by Franchisor in writing for use in connection with the System,

D WHEREAS, Franchisor continues to develop, use, and control the use of the Proprietary Marks in order to identify for the public the source of products and services marketed thereunder and to represent the high standards of quality associated therewith,

E WHEREAS, Developer desires to obtain rights to establish businesses under the System in the geographical areas described herein and in accordance with the terms and conditions hereof,

NOW, THEREFORE, in consideration of the promises and the mutual undertakings and commitments set forth herein, Franchisor and Developer hereby agree as follows

ARTICLE I. GRANT

1.1 Franchisor hereby grants to Developer the right and option, subject to the terms and conditions of this Agreement, to establish up to _____ (____) businesses under the System ("Cash Plus Stores", "CASH STOR" or "Stores", hereinafter referred to collectively as "Cash Plus Stores" or "Stores") to be located in the geographic area ("Option Area") specified in Exhibit "A" attached hereto and incorporated herein by reference

1.2 Except as otherwise provided in this Agreement, during the term of this Agreement Franchisor will not establish, or grant a franchise to any person other than Developer to establish, Cash Plus Stores in the Option Area

1.3 Each Store established by Developer shall be subject to a separate CASH PLUS Franchise Agreement executed by Franchisor and Developer. The form of Franchise Agreement for each Store shall be the standard form of franchise agreement then being offered by Franchisor in the jurisdiction where the Store is proposed to be located.

1.4 This Agreement is not a franchise or license agreement and does not grant Developer any rights to use the Proprietary Marks or grant sub-franchises to others. Developer's rights to use the Proprietary Marks are limited and governed by the terms of separate franchise or license agreements between Franchisor and Developer.

ARTICLE II. DEVELOPMENT FEE AND INITIAL FRANCHISE FEES

2.1 Developer shall pay to Franchisor upon execution of this Agreement a development fee of _____ Dollars (\$_____), which fee shall be fully earned by Franchisor upon execution of this Agreement for administrative and other expenses incurred by Franchisor and for development opportunities lost or deferred as a result of the exclusive rights granted to Developer herein. The development fee shall be in addition to the initial franchise fee for Franchise Agreements executed pursuant to this Agreement and any other fees or payments due to Franchisor under any other agreements between Franchisor and Developer.

2.2 Upon execution of this Agreement, Developer shall execute and forward to Franchisor the current form of CASH PLUS Franchise Agreement (and ancillary agreements and related documents), together with the initial franchise fee for the first Store to be developed by Developer.

2.3 Notwithstanding the terms of any Franchise Agreement executed by Developer under this Agreement, the initial fees and royalty fees for each such Franchise Agreement shall be set forth in the Fee Schedule, Exhibit "B" attached hereto and incorporated herein by reference. Each initial franchise fee shall be payable, and deemed fully earned and nonrefundable, upon Developer's execution of each Franchise Agreement. Except for initial and royalty fees, all fees (including minimum fees) shall be payable as provided in each Franchise Agreement.

ARTICLE III. OPTION AREA; OPTIONS; RIGHT OF FIRST REFUSAL

3.1 The Area ("Option Area") within which Developer may locate Stores established hereunder is described in the Option Area Description attached hereto as Exhibit "A".

3.2 During the term of this Agreement, Developer shall have the right and option, subject to the terms and conditions set forth herein, to purchase franchises for _____ (_____) Stores to be located in the Option Area. Each option shall be exercisable as follows:

3.2.1 Prior to and as a condition of exercising each option, Developer shall have substantially complied with all material terms and conditions of each Franchise Agreement and all other agreements with Franchisor, its subsidiaries or affiliates.

3.2.2 Developer shall notify Franchisor in writing of its desire to purchase an additional franchise, whereupon Franchisor shall provide Developer the then-current form of Franchise Agreement, together with any disclosure or other documents required by law.

3 3 3 Developer shall execute the then-current form of Franchise Agreement and such other ancillary agreements and all other required ancillary agreements and documents and forward them to Franchisor, together with the initial franchise fee as provided under Article II.

ARTICLE IV. TERM AND DEVELOPMENT SCHEDULE

4 1 The term of this Agreement shall commence on the date of execution by Franchisor and shall expire five (5) years thereafter, unless sooner terminated in accordance with the terms set forth herein

4 2 During the term of this Agreement Developer shall establish Stores in the Option Area in accordance with the Development Schedule, Exhibit "C" attached hereto and incorporated herein by reference

4 2 1 Contemporaneous with the execution of this Agreement, Developer shall execute a Franchise Agreement for the first Store to be developed in the Option Area. Notwithstanding the terms of the first Franchise Agreement, Developer shall open the first Store for business not later than six (6) months after the date of the first Franchise Agreement

4 2 2 Within twelve (12) months after the date of this Agreement, Developer shall exercise an option for the purchase of at least one (1) additional franchise to be located in the Option Area. Notwithstanding the terms of that Franchise Agreement, Developer shall open the second Store for business not later than six (6) months after the date of execution of the second Franchise Agreement

4 2 3 Thereafter, Developer shall exercise its options to purchase at least _____ (____) franchises to be located in the Option Area during every _____ (____) month period, and shall open each Store for business within six (6) months after the date of execution of each Franchise Agreement

4 3 Failure to have Stores open and in operation in the Option Area in accordance with the Schedule shall constitute a material default under this Agreement. Upon such default, Franchisor, in its discretion, may take any one or more of the following actions:

4 3 1 Terminate this Agreement and all rights granted hereunder without affording Developer any opportunity to cure the default, effective immediately upon the mailing of written notice to Developer,

4 3 2 Reduce the number of Stores that Developer may establish in the Option Area,

4 3 3 Terminate the territorial exclusivity granted to Developer under Section 1 2 of this Agreement,

4 3 4 Reduce the size of the Option Area by any amount,

4 3 5 Accelerate the Schedule,

4 3 6 Avail itself of any other rights or remedies provided under this Agreement or permitted under law or equity

4.4 If Developer successfully completes the Schedule then, during the first two (2) years after the date on which the last Store is opened, Franchisor shall not establish, or sell, a franchise for, any Store in the Option Area except upon Developer's request or consent. Thereafter, if Franchisor proposes to grant a franchise or area franchise or development rights in the Option Area, Developer shall have a right of first refusal to enter into such agreement, if the following conditions are met:

4.4.1 Developer is then in compliance with all Franchise Agreements between Developer and Franchisor,

4.4.2 All Stores required to be open and in operation pursuant to the Schedule are then open and in operation in the Option Area

4.4.3 Within fifteen (15) days after receipt of written notice of Franchisor's proposal to enter into any such agreement, Developer notifies Franchisor of Developer's intent to exercise its right of first refusal and thereafter, within thirty (30) days of such notice to Franchisor, Developer executes the agreement in the form proposed and forwards the executed agreement, together with all initial fees, to Franchisor

4.5 If Developer fails to notify Franchisor of Developer's intention to exercise its right of first refusal, or fails to submit the executed agreement and fees within the time limits provided in subsection 4.4.3, Franchisor may thereafter establish or grant franchises to others to establish Stores in the Area

ARTICLE V. OBLIGATIONS OF FRANCHISOR AND DEVELOPER

5.1 Obligations of Franchisor

5.1.1 Franchisor agrees to make available to Developer, or assist Developer in obtaining, the following:

(a) Such standard construction plans, specifications and layouts for the structure, equipment, furnishings, decor and signs identified with CASH PLUS Stores as Franchisor makes available to all franchisees from time to time

(b) Guidance in the selection of acceptable sites for the locations of Developer's Stores,

(c) Review of site plans and final construction plans, and specifications for conformity to the construction standards and specifications of the System

(d) Such assistance as Franchisor determines is required in connection with the development of the Option Area, including assistance by Franchisor's personnel or its agents

(e) Such other resources and assistance as may hereafter be developed and offered by Franchisor to CASH PLUS franchisees or developers

5.1.2 Franchisor will provide to Developer, from time to time upon Developer's request, Franchisor's then-current form of Franchise Agreement for use by Developer in exercising its options hereunder

5.2 Obligations of Developer

5.2.1 Except as Franchisor may otherwise expressly permit in writing, Developer (or, if Developer is a corporation or partnership, a principal of Developer) shall devote full time, energy, and best efforts to the development and operation of Stores in the Option Area

(a) Franchisor may require that any principal or employee of Developer who is actively involved in the development and operation of Stores in the Option Area attend and satisfactorily complete such training programs as Franchisor may require

(b) Developer shall cause its employees to attend and satisfactorily complete all mandatory training programs, including basic and advanced training, refresher courses, and business seminars, as Franchisor may require from time to time.

(c) Developer or its employees shall be responsible for all personal expenses incurred by them in connection with training programs, including, without limitation, costs and expenses of transportation, lodging, meals, and wages and employee benefits. Franchisor reserves the right to charge reasonable fees for materials and/or participation in any training courses or seminars offered by or on behalf of Franchisor

5.2.2 Developer shall inspect each of its Stores and report to Franchisor on the results of its inspections on at least a monthly basis, using the forms provided by Franchisor for that purpose. Developer shall also submit to Franchisor upon request from time to time such other forms, reports, records, statements, information, and data as Franchisor may reasonably require, in the form and at the times and places reasonably specified by Franchisor

5.2.3 Within ninety (90) days after the end of each fiscal year of Developer during the term of this Agreement, Developer, at its expense, shall submit to Franchisor a profit-and-loss statement showing the results of Developer's operations during said fiscal year and a balance sheet as of the end of the fiscal year. Each financial statement shall be accompanied by a sworn statement signed by Developer attesting that the items contained therein are true and accurate

ARTICLE VI. DEVELOPER'S FORM OF ORGANIZATION

6.1 If Developer is or becomes a corporation, limited liability company, or similar legal entity ("Legal Entity") the Legal Entity shall comply with the following requirements

6.1.1 The Legal Entity shall confine its activities to the development of the Option Area and the establishment of CASH PLUS Stores

6.1.2 The Legal Entity's organizational documents filed with the state of organization, and its Bylaws, Operating Agreement or comparable governing documents shall at all times provide that its activities are confined exclusively to those specified in subsection 6.1.1, and that the issuance and transfer of voting stock, or other ownership interest therein, is restricted by the terms of this Agreement

6.1.3 Developer shall furnish Franchisor prior to formation of the Legal Entity copies of its organizational and governing documents, and any other documents Franchisor may reasonably request, and any amendments thereto

6.1.4 Developer shall maintain stop-transfer instructions against the transfer on its records of any ownership interests except in accordance with the provisions of Article VIII hereof. All stock or other evidence of ownership issued by Developer's Legal Entity shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest

The transfer of these ownership interests is subject to the terms and conditions of an Area Development Agreement with Cash Plus, Inc. Reference is made to said Agreement and to the restrictive provisions of the organizational and other governing documents of this company

6.2 If Developer is or becomes a general partnership, Developer shall furnish Franchisor promptly upon request a copy of its partnership agreement and any other documents Franchisor may reasonably request, and amendments thereto

6.3 Developer shall maintain a current list of all general and limited partners and all owners of record and all beneficial owners of any class of voting stock of Developer and shall furnish the list to Franchisor promptly upon request

6.4 Each individual who holds a five percent (5%) or greater ownership interest in Developer, (including each individual holding a 50% or greater interest in any partnership or corporation having a controlling interest in Developer) shall enter into a continuing guaranty agreement under seal, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of the obligations of Developer under this Agreement

ARTICLE VII. CONFIDENTIAL INFORMATION

7.1 Developer expressly understands and agrees that a confidential relationship is established between Franchisor and Developer under this Agreement and that, as a result thereof, Franchisor will be disclosing and transmitting to Developer certain confidential and proprietary information in connection with the System and Developer's development of the Option Area. Developer agrees that

7.1.1 Developer shall treat and maintain such information as confidential during the term of this Agreement and thereafter

7.1.2 Developer shall use such information only for its operations under this Agreement

7.1.3 Developer shall disclose such information only to its employees or agents and not to anyone else

7.1.4 Developer shall restrict disclosure of such information to only those of its principals, employees or agents who are directly connected with the performance of work requiring knowledge thereof and shall disclose only as much information as is required to enable those employees or agents to carry out their assigned duties

7 1 5 Developer shall advise its principals, employees or agents of the confidential nature of such information and the obligation not to disclose it

7 1 6 At Franchisor's request, Developer shall obtain and deliver to Franchisor signed confidentiality agreements from any or all of Developer's principals, employees or agents who may have access to confidential information. Such agreements shall be in a form satisfactory to Franchisor and shall identify Franchisor as a third-party beneficiary with the independent right to enforce them.

7 2 Any and all information, knowledge, techniques, and know-how, including any and all records thereof in any form, which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Developer can demonstrate came to its attention prior to disclosure thereof by Franchisor, or which, at the time of disclosure by Franchisor to Developer, was a part of the public domain, or which, after the time of disclosure by Franchisor to Developer, becomes a part of the public domain through publication or communication by persons other than Developer, its principals, employees or agents.

7 3 Developer acknowledges that any failure to comply with the requirements of this Article VII will cause Franchisor irreparable injury, and Developer agrees to pay all court costs and reasonable legal fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Article VII.

ARTICLE VIII. TRANSFER OF INTEREST

8 1 Developer understands and acknowledges that the rights and duties of Developer set forth in this Agreement are personal to Developer and that Franchisor has granted this development agreement in reliance on the business skill, financial capacity, and personal character of Developer and Developer's principals. Accordingly, Developer agrees that Franchisor's express prior written consent shall be a necessary condition precedent to the sale, assignment, transfer, conveyance, gift, pledge, mortgage, encumbrance, or hypothecation of any of the following:

8 1 1 any direct or indirect interest in this Agreement or the rights granted hereunder,

8 1 2 any direct or indirect interest in Developer,

8 1 3 all or substantially all of the assets of Developer.

Except as specifically provided in this Article VIII, any purported assignment or transfer, by operation of law or otherwise, not having the express prior written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. Franchisor's prior written consent shall not be required for transfer of a non-controlling interest in a publicly held corporation. As used in this Agreement, the term "publicly held corporation" means a corporation registered under the Securities Exchange Act of 1934. Developer acknowledges and agrees that each condition required to be met by a proposed transferee hereunder is necessary to assure the transferee's full performance of its obligations as "Developer" hereunder.

8 2 If Developer is an individual or a general partnership, Developer shall be entitled to transfer Developer's interest in this Agreement to a corporation, limited liability company or

limited partnership ("Legal Entity") formed for convenience of ownership Franchisor will charge no transfer fee for the first such transfer, however, Franchisor's consent to any such transfer shall be subject to the following conditions

8.2.1 Developer shall be the owner of ownership interests in the Legal Entity, and, if Developer is more than one individual, each individual shall have the same proportionate ownership interest in the Legal Entity as he had in Developer prior to the transfer, and

8.2.2 Developer shall comply with the terms and conditions set forth for Developer Legal Entities under Article VI

8.3 Within six (6) months after the death or mental incapacity of Developer (or, if Developer is a partnership or corporation, a principal of Developer), the executor, administrator, or personal representative of such person shall transfer that person's interest to a third party approved by Franchisor. All such transfers shall be subject to the same conditions as any inter vivos transfer, however, no transfer fee will be charged in the case of a transfer by devise or inheritance. If the heirs or beneficiaries of the deceased Developer are unable to meet the conditions set forth in this Article VIII, the executor, administrator, or personal representative shall have a reasonable time to dispose of the deceased's interest, which disposition shall be subject to the same conditions as any inter vivos transfer. If such interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement.

8.4 (a) Any person ("seller") who receives and desires to accept a bona fide offer from a third party to purchase all or part of the seller's interest in Franchisee, this Agreement, or the franchise shall notify Franchisor in writing (certified mail, return receipt requested) of each such offer. Franchisor is hereby granted the right of first refusal in regard to any such offer or transfer to purchase such interest on the same terms and conditions. If the consideration, terms, or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same, Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, Franchisor may appoint an independent appraiser, whose determination shall be binding.

(b) To enable Franchisor to determine whether it will exercise its option, Franchisee and the seller shall provide such information and documentation, including complete details of all of the terms, conditions and provisions of the proposed transfer, copies of all agreements which may be assumed by or assigned to the transferee, as Franchisor may require. After receipt of all such information, Franchisor shall have thirty (30) days after actual receipt of such offer within which to accept or reject it. If Franchisor does not exercise its option as provided hereunder, the seller may sell the interest, subject to Franchisor's consent as otherwise required under this Article VIII. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer.

8.5 Franchisor will not unreasonably withhold its consent to a transfer of any interest in Developer or this Agreement, provided, however, that Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

8.5.1 All of Developer's accrued monetary obligations and all other outstanding obligations to Franchisor, its subsidiaries, affiliates and divisions shall be satisfied,

8 5 2 Developer shall have substantially complied with all of the terms and provisions of this Agreement, any amendment hereof or successor hereto, and all other agreements between Developer and Franchisor, its subsidiaries, affiliates or divisions, and, at the time of transfer, shall not be in default thereof,

8 5 3 If the obligations of Developer were guaranteed by the transferor(s), the transferee shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor,

8 5 4 Developer and the transferor(s) shall execute a general release under seal, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its officers, directors, shareholders, employees, and agents, in their corporate and individual capacities, including without limitation, claims arising under federal, state, and local laws, rules, and ordinances

8 6 If a transfer, alone or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring financial or management control of Developer, Franchisor may require, in its sole discretion and in addition to the conditions provided in Section 8 5, any or all of the following as conditions of its approval

8 6 1 The transferee (or, if, the transferee is a corporation or partnership, the principals of the transferee) shall demonstrate to Franchisor's satisfaction that they meet Franchisor's then-current standards for new developers/franchisees under the System, possess good moral character, business reputation, and credit rating, have the aptitude and ability to develop the Option Area (as may be evidenced by prior related business experience or otherwise), and have adequate financial resources and capital to develop the Option Area,

8 6 2 The transferee shall execute, for a term ending on the expiration date of this Agreement, the standard form of area development agreement then being offered by Franchisor and such other ancillary agreements (including guaranty agreements provided under Section 6 4) as Franchisor may require, which agreements shall supersede this Agreement in all respects and the terms of which agreements may differ from the terms of this Agreement, provided, however, that no additional initial development fee shall be required,

8 6 3 The transferee shall commit to provide for such additional or faster development in the Area as Franchisor may reasonably require, in accordance with Franchisor's then-current standards for new area development agreements,

8 6 4 The transferee shall complete, and/or cause its employees to complete, to Franchisor's satisfaction, such initial and refresher training as Franchisor may require,

8 7 Developer or the transferee shall pay to Franchisor a nonrefundable transfer fee to compensate Franchisor for its costs and expenses in connection with each proposed transfer subject to Section 8 5 and 8 6, as follows

8 7 1 A fee not to exceed Three Thousand Five Hundred Dollars (\$3,500) for any transfer of a non-controlling interest governed solely by Section 8 5, or for the transfer of a controlling interest to a current Cash Plus developer, or franchisee who has satisfied all obligations and substantially complied with all material requirements under its agreements with Franchisor, its subsidiaries, affiliates, and divisions up to and including the time of the proposed transfer,

8 7 2 A fee not to exceed Ten Thousand and No/100 Dollars (\$10,000) for any other transfer of a controlling interest to a person other than those described in Section 8 7 1

8 8 If securities in Developer are offered to the public, by private offering or otherwise, all materials required for such offering by federal or state law shall be submitted to Franchisor for review prior to their use or filing with any government agency, and any materials to be used in any offering exempt from federal or state securities laws shall be submitted to review prior to their use. No such offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in underwriting, issuing or offering securities of Developer or Franchisor. Review by Franchisor of any offering shall be limited solely to the subject of the relationship between Developer and Franchisor. Developer and the other participants in the offering shall fully indemnify Franchisor in connection with the offering. For each proposed offering, Developer shall pay Franchisor a nonrefundable fee not to exceed Three Thousand Dollars (\$3,000) to compensate Franchisor for its reasonable costs and expenses (including without limitation legal and accounting fees) associated with reviewing the proposed offering. Developer shall give Franchisor written notice at least ten (10) business days prior to the date of commencement of any offering or other transaction subject to this Section 8 8

8 9 Neither Franchisor's consent to any proposed transfer nor Franchisor's failure to exercise its option to purchase any interest of a seller shall be deemed to constitute a waiver of any claims Franchisor may have against any transferor, any right to demand exact compliance with any terms of this Agreement by any transferor or transferee, any future rights or options of Franchisor, or any provision of this Agreement

8 10 This Agreement shall inure to the benefit of Franchisor, its successors, and assigns, and Franchisor shall have the right to transfer and assign all or any part of its interest herein, including its rights under Section 8 4, to any person or legal entity.

ARTICLE IX. DEFAULT AND TERMINATION

9 1 This Agreement and all rights granted to Developer hereunder shall automatically terminate if Developer becomes insolvent or makes a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by Developer or filed against Developer and not opposed by Developer, or if Developer is adjudicated as bankrupt or insolvent, or if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets is filed and consented to by Developer, or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction, or if proceedings for a composition with creditors under any state or federal law are instituted by or against Developer, or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless superseded by a bond is filed), or if Developer is dissolved, or if a suit to foreclose any lien or mortgage against the premises or equipment of Developer is instituted against Developer and not dismissed within thirty (30) days, or if execution is levied against Developer's business or property, or if the real or personal property of Developer is sold after levy thereupon by any sheriff, marshal or constable.

9 2 Except as otherwise required or prohibited under applicable statute, Developer shall be deemed to be in default, and Franchisor at its option may terminate this Agreement and all rights granted Developer hereunder, effective immediately upon receipt of notice by Developer and without affording Developer any opportunity to cure the default, upon the occurrence of any of the following events

9 2 1 If Developer fails to comply with the Schedule,

9 2 2 If Developer (or if Developer is a corporation, general partnership or limited liability company ("Legal Entity"), any principal of Developer) is convicted of a felony, a fraud, a crime involving moral turpitude, or found liable in a civil claim for fraud or any unfair or deceptive act or practice that Franchisor believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein,

9 2 3 If Developer or any partner or shareholder in Developer purports to transfer any rights or obligations under this Agreement or any interest in Developer to a third party without Franchisor's prior written consent, contrary to Article VIII,

9 2 4 If Developer (or if Developer is a corporation, general partnership or limited liability company ("Legal Entity"), any principal of Developer) fails to comply with the in-term covenants in Article XII;

9 2 5 If, contrary to the terms of Article VII, Developer discloses or divulges any confidential information provided to Developer by Franchisor,

9 2 6 If an approved transfer is not effected within a reasonable time, as required under Section 9 3 hereof, following Developer's death or mental incompetency,

9 2 7 If Developer knowingly maintains false books or records or submits any false reports to Franchisor, or if Developer made any material false statements to Franchisor in connection with its application for development rights or any franchise,

9 2 8 If Developer repeatedly fails to pay on a timely basis its taxes or other governmental charges, rent, lease payments, or payments to suppliers or other trade creditors,

9 2 9 If Developer repeatedly is in default under Section 9 3, for failure substantially to comply with any of the requirements imposed under this Agreement, whether or not cured after notice,

9 2 10 If Developer knowingly fails to comply with the requirements of Article XII

9 2 11 If Developer fails to abide by the terms and conditions of its Host Site lease agreement, if any, or any rules and regulations established by the owners of a Host Site Host Sites are defined as grocery stores, mass merchants, department stores, military installations or other certain retailers or "Hosts" in which Franchisee leases space and operates a Cash Plus Store

9 3 Except as provided in Sections 9 1 and 9 2, Developer shall have thirty (30) days after receipt from Franchisor of written Notice of Termination within which to remedy any default hereunder and provide evidence thereof to Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Developer immediately upon the expiration of said period. Developer shall be in default hereunder for any failure substantially to comply with any of its

obligations under this Agreement or to carry out the terms of this Agreement in good faith. Such defaults include, without limitation, the occurrence of any of the following events:

9.3.1 If Developer fails to submit when due any reports, financial information, or other information or documents required by Franchisor under this Agreement,

9.3.2 If Developer fails to observe or maintain any of the standards or procedures prescribed by Franchisor in this Agreement, in Franchisor's Confidential Operations Manuals, or otherwise in writing,

9.3.3 If Developer misuses or makes any unauthorized use of the Proprietary Marks,

9.3.4 If Developer directly or indirectly commences or conducts any business operation, or markets any product or service, under any name or proprietary mark which, in Franchisor's sole opinion, is confusingly similar to the Proprietary Marks,

9.3.5 If Developer fails to obtain Franchisor's prior approval or consent as required under this Agreement,

9.3.6 If Developer is in default under the terms of any Franchise Agreement between Franchisor and Developer.

ARTICLE X. ARBITRATION

10.1 Except as otherwise provided in Section 10.2, any controversy or claim arising out of or relating to this Agreement other than a claim for injunctive relief, shall be settled by binding arbitration in accordance with the rules for commercial arbitration of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. The arbitration shall be conducted through the American Arbitration office closest to Franchisor's corporate offices and shall be conducted by a single arbitrator selected in accordance with the rules and regulations applicable to commercial matters. If there are any disputes in matters of public policy, restraint of trade, securities laws violation or any other matter which cannot be the subject of arbitration, those matters shall be separated from all other disputes which other disputes shall first be settled by arbitration. After arbitration, any disputes which cannot be tried by arbitration shall be brought before a court of competent jurisdiction. Should the parties be unable to separate matters which shall be tried by arbitration from those which cannot be tried by arbitration, the allegations and positions of the parties shall be brought before the arbitrator, and his decision regarding the appropriateness for arbitration of the matters in controversy shall be determinative and binding upon the parties. This arbitration provision shall be deemed self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding such failure to appear. Unless otherwise determined by the arbitrator, each party shall bear his or its own cost in any proceeding under this section.

10.2 Any claim or controversy involving or contesting the validity of any of the Proprietary Marks shall not be submitted to Arbitration. The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the state of California in the judicial district in which Franchisor has its principal place of business and do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

ARTICLE XI.

OBLIGATIONS UPON TERMINATION OR EXPIRATION

11 1 Upon expiration of this Agreement, or its termination for any reason, all of Developer's rights hereunder shall terminate. In particular, and without limiting the foregoing, Developer shall

11 1 1 Immediately deliver to Franchisor or its designee all materials provided by Franchisor relating to development of the Option Area, including, without limitation, plans, specifications, designs, records, data, samples, models, programs, handbooks, drawings, records, files, invoices, instructions, correspondence, and all copies thereof, all of which are acknowledged to be Franchisor's property, and retain no copy or record of any of the foregoing except Developer's copy of this Agreement and such documents as Developer reasonably needs for compliance with any provision of law

11 1 2 Promptly pay all sums owing to Franchisor, its subsidiaries, affiliates, and divisions

11 1 3 Comply with all requirements under this Agreement which expressly or by reasonable implication apply to Developer's conduct after termination or expiration

11 2 If this Agreement is terminated for default, Developer shall, in addition to all of its other obligations under this Article XI, pay Franchisor all damages, costs, and expenses, including reasonable legal and accounting fees, incurred by Franchisor as a result of Developer's default and/or in connection with obtaining injunctive or other relief for the enforcement of any provisions of this Article XI,

11 3 Termination or expiration of this Agreement shall not affect the rights of Developer to operate other CASH PLUS Stores in accordance with the terms of any other franchise agreement then in effect between Franchisor and Developer. Notwithstanding the foregoing, termination of this Agreement or any default hereunder, except Developer's failure to satisfy the terms of the Development Schedule, may be a default under and cause for termination of any other franchise or development agreement between Franchisor and Developer

ARTICLE XII.

COVENANTS NOT TO COMPETE

12 1 During the term of this Agreement, Developer covenants that Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, divert or attempt to divert any business or customer of CASH PLUS Stores to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System

12 2 During the term of this Agreement and for a period of two (2) years after its termination or expiration, Developer covenants that Developer shall not, either directly or indirectly, employ or seek to employ any person who is at that time (or was within the previous six (6) months) employed by Franchisor or by any other CASH PLUS franchisee, or developer without the prior express permission of such employer, or otherwise directly or indirectly induce such any such employee to leave his or her employment. The parties agree that in the event of a breach of this covenant, actual damages would be extremely difficult to compute, and accordingly, in the event of such a breach, the breaching party agrees to pay the employer of such

person liquidated damages equal to the greater of (a) such person's prior annual salary or (b) the annual salary and any bonus and other benefits paid or to be paid by the breaching party to such person during the first year of employment

12.3 Developer specifically acknowledges that, pursuant to this Agreement, Developer will receive valuable specialized training and confidential information, including, without limitation, the introduction to owners/operators of Host Sites, information concerning the operational sales, promotional, and marketing methods and techniques of Franchisor and the System. Developer covenants as follows

12.3.1 During the term of this Agreement, except as otherwise approved in writing by Franchisor, Developer shall not, either directly or indirectly, or for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, operate, engage in, be employed by, or have any interest in any business similar to the CASH PLUS franchise (except pursuant to other CASH PLUS development agreements or franchise agreements between Franchisor and Developer)

12.3.2 For a period of two (2) years after the termination or expiration of this Agreement, Developer shall not, either directly or indirectly, have any interest in any business similar to the CASH PLUS franchise and located within twenty-five (25) miles of any Store established hereunder (or, if no Stores have been established, within the Option Area) or within twenty-five (25) miles of any other CASH PLUS Store in existence or planned as of the time of termination or expiration

12.4 Section 12.3 shall not apply to ownership by Developer of less than five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation, as defined in Section 8.2

12.5 The parties agree that each of the foregoing covenants shall be construed as independent of every other covenant or provisions of this Agreement. If all or any portion of a covenant in this Article XII is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Developer expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Article XII

12.6 Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Article XII, or any portion thereof, without Developer's consent, effective immediately upon receipt by Developer of written notice thereof, and Developer agrees to comply forthwith with any covenant as so reduced

12.7 Developer expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article XII. Developer shall pay all costs and expenses (including, without limitation, reasonable legal and accounting fees) incurred by Franchisor in connection with the enforcement of this Article XII

12.8 Developer acknowledges that Developer's violation of the terms of this Article XII would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Developer accordingly consents to the issuance of an injunction prohibiting any conduct by Developer in violation of the terms of this Article XII

12.9 At Franchisor's request, Developer shall obtain and deliver executed covenants similar to those set forth in this Article XII from any and all persons who have or may have an ownership interest in Developer or in this Agreement or who receive or have access to training and other information under the System. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them.

ARTICLE XIII. TAXES, PERMITS, INDEBTEDNESS

13.1 Developer shall promptly pay when due all taxes levied or assessed, including without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Developer in the development of the Option Area.

13.2 In the event of any bona fide dispute as to Developer's liability for taxes assessed or other indebtedness, Developer may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law, however, in no event shall Developer permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the property of Developer or any improvements thereon.

13.3 Developer shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of its business, including, without limitation, licenses to do business, fictitious name registration, sales tax permits, and fire clearances.

13.4 Developer shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of Developer.

ARTICLE XIV. INDEPENDENT CONTRACTOR

14.1 It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them, that Developer shall be an independent contractor, and that nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

14.2 During the term of this Agreement, Developer shall hold itself out to the public as an independent contractor pursuant to an area development agreement from Franchisor. Developer agrees to take such action as may be necessary to do so.

14.3 It is understood and agreed that nothing in this Agreement authorizes Developer to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, nor shall Franchisor be liable by reason of any act or omission of Developer in the conduct of its business or for any claim or judgment arising therefrom against Developer or Franchisor.

ARTICLE XV. INDEMNIFICATION

15.1 As used in this Article XV, the phrase "losses and expenses" shall include, without limitation, all losses, compensatory, exemplary or punitive damages, fines, charges, costs, lost profit, attorneys' fees, accountants' fees, expert witness fees, expenses, court costs, settlement amounts, judgments, compensation for damages to Franchisor's reputation and goodwill.

15.2 Developer shall, at all times, indemnify and hold harmless to the fullest extent permitted by law Franchisor, its corporate affiliates, successors and assigns and respective directors, officers, employees, agents and representatives of each (collectively, the "Indemnitees") from all losses and expenses incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which arises out of or is based upon any of the following

15.2.1 Developer's violation, breach or asserted violation or breach of any contract, federal, state or local law, regulation, rule, standard or directive, or of any industry standard,

15.2.2 Libel, slander or any other form of defamation by Developer,

15.2.3 Developer's violation or breach of any warranty, representation, agreement or obligation in this Agreement,

15.2.4 Acts, errors or omissions of Developer or any of its agents, servants, employees, contractors, partners, affiliates or representatives

15.3 Developer shall promptly notify Franchisor of any action, suit, proceeding, claim, demand, inquiry or investigation as described in Section 15.2. If Franchisor is or may be named as a party in any such action, Franchisor may elect (but under no circumstances will be obligated) to undertake the defense and/or settlement thereof. No such undertaking by Franchisor shall, in any manner or form, diminish Developer's obligation to indemnify Franchisor and to hold it harmless.

15.4 With respect to any action, suit, proceeding, claim, demand, inquiry or investigation, Franchisor may, at any time and without notice, in order to protect persons or property or the reputation or goodwill of Franchisor or others, order, consent or agree to any settlement or take any remedial or corrective action as Franchisor deems expedient, if, in Franchisor's sole judgment, there are reasonable grounds to believe that

15.4.1 any of the acts or circumstances enumerated in Section 15.2 have occurred, or

15.4.2 any act, error, or omission of Developer may result directly or indirectly in damage, injury or harm to any person or any property

15.5 All losses and expenses incurred under this Article XV shall be chargeable to and paid by Developer pursuant to its obligations of indemnity hereunder, regardless of any actions, activity or defense undertaken by Franchisor or the subsequent success or failure of such actions, activity or defense.

15.6 Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or otherwise mitigate their losses in order to maintain a claim against Developer. Developer agrees that the failure to pursue such recovery or mitigate loss will in no way reduce the amounts recoverable by the Indemnitees from Developer.

15.7 The Indemnitees assume no liability whatsoever for any acts, errors, or omissions of any persons with whom Developer may contract, regardless of the purpose. Developer shall hold harmless and indemnify the Indemnitees and each of them for all losses and expenses that may arise out of any acts, errors or omissions of these third parties.

ARTICLE XVI. APPROVALS AND WAIVERS

16.1 Whenever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor therefor, and such approval or consent shall be obtained in writing.

16.2 Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer by providing any waiver, approval, consent, or suggestion to Developer in connection with any consent, or by reason of any neglect, delay, or denial of any request therefor.

16.3 No failure of Franchisor to exercise any power reserved to it under this Agreement, or to insist upon compliance by Developer with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's rights to demand exact compliance with any of the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's rights with respect to any subsequent default of the same or a different nature, nor shall any delay, forbearance, or omission by Franchisor to exercise any power or right arising out of a breach or default by Developer of any of the terms, provisions, or covenants of this Agreement affect or impair Franchisor's rights, nor shall such constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

ARTICLE XVII. NOTICES

17.1 All notices and other communications required or permitted to be given hereunder will be deemed given when delivered in person, sent by telefax to such person's telefax number, sent by registered or certified mail addressed to the recipient at the address set forth below, unless that party will have given such written notice of change of address to the sending party, in which event the new address so specified will be used. If mailed, such notice shall be deemed to have been received three days after mailing, and if sent by overnight deliver, such notice shall be deemed to have been received the day following sending.

Notices to Franchisor

CASH PLUS, INC.

Attn: Legal Department

3002 Dow Avenue, Suite 120

Tustin, CA 92780

Notices to Developer

Telefax _____

ARTICLE XVIII. ENTIRE AGREEMENT

18.1 This Agreement, the documents referred to herein and the attachments hereto constitute the entire, full, and complete Agreement between Franchisor and Developer concerning the subject matter hereof, and supersede all prior agreements. Nothing in this Agreement or any related agreement is intended to disclaim the representations we have made in our Franchise Disclosure Document.

18.2 Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

ARTICLE XIX. SEVERABILITY AND CONSTRUCTION

19.1 Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, a portion, section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereof, and said invalid portions, sections, parts, and/or provisions shall be deemed not to be a part of this Agreement.

19.2 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Developer, Franchisor, Franchisor's officers, directors, and employees, and such of Developer's and Franchisor's respective successors and assigns as may be contemplated (and, as to Developer, permitted) by Article VIII, any rights or remedies under or by reason of this Agreement.

19.3 Developer expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

19.4 All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

19.5 All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable, and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Developer shall be deemed jointly and severally undertaken by all those executing this Agreement on behalf of Developer.

19 6 This Agreement shall be effective and binding on Franchisor only when signed on behalf of Franchisor by one of the following individuals Craig Wells, President, Julie Wells, Vice President.

ARTICLE XX. APPLICABLE LAW

20 1 This Agreement shall be interpreted and construed under the laws where Option Area or most of Option Area is located and, which laws shall prevail in the event of any conflict of law

20 2 The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the state of California in the judicial district in which Franchisor has its principal place of business and do hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision

20 3 No right or remedy conferred upon or reserved to Franchisor or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

20 4 Nothing herein contained shall bar Franchisor's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions

ARTICLE XXI. ACKNOWLEDGMENTS

21 1 Developer acknowledges that it has conducted an independent investigation of the CASH PLUS System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Developer as an independent businessperson Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

Initials of Developer specifically acknowledging Section 21 1 _____

21 2 Developer acknowledges that it received a copy of the complete Area Development Agreement, the attachment thereto, and agreements relating thereto, if any, at least five (5) business days prior to the date on which this Agreement was executed. Developer further acknowledges that it received the Franchise Disclosure Document at least ten (10) business days prior to the date on which this Agreement was executed

21 3 Developer acknowledges that it has read and understood this Agreement, the Attachments hereto, and any agreements relating thereto, and that Franchisor has accorded Developer ample time and opportunity to consult with advisers of Developer's own choosing about the potential benefits and risks of entering into this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year set forth below

Witness

DEVELOPER: _____

By _____

Title _____

Date of Execution _____

Witness

DEVELOPER: _____

By _____

Title _____

Date of Execution _____

Witness

FRANCHISOR: CASH PLUS, INC.

BY: _____

TITLE _____

APPROVED on this _____ day of _____ 201____

CASH PLUS

EXHIBIT "A"

AREA DEVELOPMENT AGREEMENT

Option Area Description

The Option Area referred to in Section 3.1 of the Area Development Agreement is described as follows

Initials _____

CASH PLUS

EXHIBIT "B"

AREA DEVELOPMENT AGREEMENT

Fee Schedule

A. Initial Franchise Fees:

The initial franchise fees payable by Developer upon execution of each Franchise Agreement as provided under Section 2.3 shall be as follow

<u>Franchise Agreement</u>	<u>CASH PLUS Store Initial fee Payable</u>
First	\$35,000
Second	\$17,500
Third	\$17,500
Fourth	\$17,500
Fifth through _____	\$12,500
After _____	The then-current Franchise Fee paid by an existing Franchisee if they are granted an additional Franchise Area

B. Royalty Fees:

The royalty fees payable by Developer for Developer's franchises in the Option Area shall be as follows

<u>Number of Developer's Stores Open and in operation in Option Area</u>	<u>CASH PLUS Store Royalty Fee</u>
Four or fewer	6% of gross sales
Five or more	5% of gross sales

Initials _____

CASH PLUS

EXHIBIT "C"

AREA DEVELOPMENT AGREEMENT

Development Schedule

The Development Schedule described in Section 4.2 is as set forth below

Total number of Developer's
Stores Open and In Operation

In the Option Area

By (Date)

Purchase Franchise

Open Store

1

2

3

4

By Development

Total number of

Stores Open

7

To the

Initials _____

9. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Witness my hand and seal this _____ day of _____, 19____.

Deputy Director of the FBI
FBI - New York

10. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Witness my hand and seal this _____ day of _____, 19____.

Deputy Director of the FBI
FBI - New York

11. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Witness my hand and seal this _____ day of _____, 19____.

Deputy Director of the FBI
FBI - New York

Exhibit C

12. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Witness my hand and seal this _____ day of _____, 19____.

Deputy Director of the FBI
FBI - New York

13. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Witness my hand and seal this _____ day of _____, 19____.

Deputy Director of the FBI
FBI - New York

14. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Witness my hand and seal this _____ day of _____, 19____.

Deputy Director of the FBI
FBI - New York

15. The undersigned hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of the undersigned.

Witness my hand and seal this _____ day of _____, 19____.

Deputy Director of the FBI
FBI - New York

EXHIBIT C



**STATE AGENTS
AND
STATE ADMINISTRATORS**

**NAMES AND ADDRESSES OF AGENTS FOR SERVICE OF PROCESS
AND STATE REGULATORY AUTHORITIES**

STATE	AGENTS FOR SERVICE OF PROCESS	REGULATORY AUTHORITIES
CALIFORNIA	Craig Wells 3002 Dow Avenue, Suite 120 Tustin, CA 92780	Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505 or (866) 275-2677
HAWAII	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch <u>NAMES A335 Merchant Street, Room 203</u> Honolulu, HI 96813 (808) 586-2722	Securities Compliance Branch Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch <u>335 Merchant Street, Room 203</u> Honolulu, HI 96813 (808) 586-2722
ILLINOIS	Illinois Attorney General Franchise Division 500 South Second Street Springfield, IL 62706	Chief, Franchise Bureau Illinois Attorney General 100 W Randolph Street Chicago, IL 60601 (312) 814-3892
CALIFORNIA		
INDIANA	Secretary of State Administrative Offices 201 State House Indianapolis, IN 46204	Securities Commissioner Securities Division Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6681
HAWAII		
MARYLAND	Maryland Securities Commissioner Securities Division 200 St Paul Place Baltimore, MD 21202-2020	Maryland Attorney General Office of the Attorney General 200 St Paul Place Baltimore, MD 21202 (410) 576-6360
ILLINOIS		
MICHIGAN	Michigan Department of Commerce, Corporations and Securities Bureau 525 W Ottawa 670 Law Building Lansing, MI 48913	Franchise Administrator Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913 (517) 373-7117
CALIFORNIA		
INDIANA		
HAWAII		

MARYLAND

ILLINOIS

STATE

AGENTS FOR SERVICE OF PROCESS

REGULATORY AUTHORITIES

MINNESOTA
MICHIGAN

Minnesota Commissioner of
Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198

Deputy Commissioner of
Minnesota Department of
Commerce
85 7th Place East, Suite 500
St. Paul, MN 55101-2198
(651) 296-6328

INDIANA

NEBRASKA

Department of Banking and Finance
Financial Institutions Division
Commerce Court, Suite 400
1230 "O" Street
Lincoln, NE 68508-1402

Department of Banking and Finance
Financial Institutions Division
Commerce Court, Suite 400
1230 "O" Street
Lincoln, NE 68508-1402

NEW YORK
STATE

Secretary of State
State of New York
41 State Street
Albany, NY 11231

Assistant Attorney General
Bureau of Investor Protection and
Securities
New York State Department of Law
120 Broadway, 23rd Floor
New York, NY 10271
(212) 416-8211

MINNESOTA
MICHIGAN

NORTH DAKOTA
INDIANA

Securities Commissioner
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, ND 58505-0510

North Dakota Securities Dept.
600 East Boulevard Avenue,
State Capitol 5th Floor, Dept 414
Bismarck, ND 58505-0510
(701) 328-4712

NEBRASKA

RHODE ISLAND

Director of Rhode Island Department
of Business Regulation
Division of Securities
Suite 232
Providence, RI 02903

Associate Director and
Superintendent of Securities
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903-4232
(401) 222-3048

NEW YORK
STATE

SOUTH DAKOTA

Division of Securities
South Dakota Department of Revenue
and Regulation
445 E Capitol Avenue
Pierre, SD 57501

Franchise Administrator
Division of Securities
445 E Capitol Avenue
Pierre, SD 57501
(605) 773-4013

NORTH DAKOTA
INDIANA

NEBRASKA

RHODE ISLAND

NEW YORK

SOUTH DAKOTA

STATE

AGENTS FOR SERVICE OF
PROCESS

REGULATORY AUTHORITIES

VIRGINIA

Clerk of the State Corporation
Commission
1300 E Main Street
Richmond, VA 23219

Chief Examiner/Investigator
State Corporation Commission
Division of Securities and Retail
Franchising
1300 E Main Street
Richmond, VA 23219
(804) 371-9051

WASHINGTON

Director of Department of Financial
Institutions
Securities Division
150 Israel Road S W
Tumwater, WA 98501

Administrator
Dept of Financial Institutions
Securities Division
P O Box 4102
Tumwater WA 98504--1200
(360) 902-8760

STATE
WISCONSIN

Wisconsin Commissioner of Securities
P O Box 1768
345 W Washington Avenue, 4th Floor
Madison, WI 53703

Franchise Administrator
Securities and Franchise
Registration
Investigator
Wisconsin Securities Commission
345 W Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

WASHINGTON

Director of Department of Financial
Institutions
Securities Division
150 Israel Road S W
Tumwater, WA 98501

Administrator
Dept of Financial Institutions
Securities Division
P O Box 4102
Tumwater WA 98504--1200
(360) 902-8760

STATE
WISCONSIN

Wisconsin Commissioner of Securities
P O Box 1768
345 W Washington Avenue, 4th Floor
Madison, WI 53703

Franchise Administrator
Securities and Franchise
Registration
Investigator
Wisconsin Securities Commission
345 W Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

VIRGINIA

Clerk of the State Corporation
Commission
1300 E Main Street
Richmond, VA 23219

Chief Examiner/Investigator
State Corporation Commission
Division of Securities and Retail
Franchising
1300 E Main Street
Richmond, VA 23219
(804) 371-9051

WASHINGTON

Director of Department of Financial
Institutions
Securities Division
150 Israel Road S W
Tumwater, WA 98501

Administrator
Dept of Financial Institutions
Securities Division
P O Box 4102
Tumwater WA 98504--1200
(360) 902-8760

STATE
WISCONSIN

Wisconsin Commissioner of Securities
P O Box 1768
345 W Washington Avenue, 4th Floor
Madison, WI 53703

Franchise Administrator
Securities and Franchise
Registration
Investigator
Wisconsin Securities Commission
345 W Washington Avenue, 4th Floor
Madison, WI 53703
(608) 261-9555

VIRGINIA

Clerk of the State Corporation
Commission
1300 E Main Street
Richmond, VA 23219

Chief Examiner/Investigator
State Corporation Commission
Division of Securities and Retail
Franchising
1300 E Main Street
Richmond, VA 23219
(804) 371-9051

Exhibit D

CASH PLUS, INC.

EXHIBIT “D”

LIST OF CURRENT FRANCHISEES

CALIFORNIA STORES

Mr George Snyder
P O Box 2896
Big Bear Lake, CA 92315
909-866-7277

Ms Thysha Harps
6160 Arlington Ave #D-3
Riverside, CA 92504
951-352-8594

Mr & Mrs Craig Wells
1686 W Katella Ave
Anaheim, CA 92802
714-638-2274

Mr & Mrs Bijan Fazeli
6840 De Soto Avenue
Canoga Park, CA 91303
818-347-9211

Mr & Mrs Craig Wells
2223 West Ball Road
Anaheim, CA 92804
714-563-2274

Mr George Wise
3007-J Clairemont Dr
San Diego, CA 92117
619-275-7587

Mr & Mrs Bijan Fazeli
8006 Van Nuys Blvd
Van Nuys, CA 91402
818-374-9211

Mr Dinesh Korat & Paresh Patel
5604 Balboa Ave #B-105
San Diego, CA 92111
858-292-5555

Mr Ali Shakibafar (Express)
1198 West Ball Road
Anaheim, CA 92802
714-772-4098

Mr Tom Irikawa
Mr Greg Salvato
935 N Harbor Blvd
La Habra, CA 90631
562-694-6666

Mr Calvin Yu
2950 Yorba Linda Blvd
Fullerton, CA 92831
714-524-8010

Mr Darren Pham
1629 Capital Ave
San Jose, CA 95132
408-929-1002

Mr & Mrs Robert Walker
189 El Camino Real
Sunnyvale, CA 95035
408-736-2274

Mr & Mrs Milton Ironfield
656 Palomar (#201)
Chula Vista, CA 91911
619-476-2274

Mr Nazih Abuershaid
8745 E Whittier Blvd
Pico Rivera, CA 90601
562-908-7171

Mr & Mrs Michael Gibson
9339 Foothill Blvd (F)
Rancho Cucamonga, CA 91730
909-989-8300

Mr Rusty Krutik
16134 Nordhoff (B)
North Hills, CA 91343
818-920-6300

Mr Calvin Yu
1317 S Harbor Blvd
Fullerton, CA 92832
714-526-2274

Mr Peter Patel
600 W 19th Street
Costa Mesa, CA 92627
714-645-3278

Mr & Mrs Stephen Wright
8231 De Soto Avenue
Canoga Park, CA 91304
818-407-0600

Mr Gino Viskovic
5971 University Avenue
San Diego, CA 92115
619-582-5626

Mr Ahmad Ziq (Express)
1900 N Grand Avenue
Santa Ana, CA 92701
714-245-0280

Mr & Mrs Michael Gibson
350 W Foothill Blvd
Upland, CA 91786
909-985-5033

Mr Rani Kourieh
11230 Garvey Ave , Ste C
El Monte, CA 91733
626-279-7508

Mr Peter Patel
2300 Fairview Street
Costa Mesa, CA 92627
714-645-3278

Mr Don Mahoney (Express)
5771 Florida
Hemet, CA 92545
951-929-8292

Mr Bijan Salimitari
7210 S Compton Ave
Los Angeles, CA 90001
323-581-2701

DELAWARE STORES

Mr Calvin Chu
Mr Umesh Patel
412 S New Street
Dover, DE 19904
302-270-8873

FLORIDA STORES

Mr & Mrs Tom Moser
10274 South U S 1
Port St Lucie, FL 34952
772-398-6100

Mr & Mrs Tom Moser
3576 SE Federal Hwy
Stuart, FL 34997
772-781-7800

Mr & Mrs Doug Grimaldi
10230 Atlantic Blvd #3
Jacksonville, FL 32225
904-725-9115

Mr & Mrs Robert Hineman
7304 Waters Avenue
Tampa, FL 33634
813-882-8800

Mr & Mrs Everett Walton
3545 Cleveland Ave
Ft Myers, FL 33901
907-227-0666

Mr & Mrs Tom Moser
2059 S US Hwy 1
Fort Pierce, FL 34982
772-781-7800

Mr & Mrs Doug Grimaldi
10230 Atlantic Blvd #3
Jacksonville, FL 32225
904-725-9115

Mr Jimmy Norrie
30372 Old Dixie Hwy
Homestead, FL 33033
305-878-2603

INDIANA STORES

Mr Jeff Heeter
Mr Reid Smith
3622 Edison Road
South Bend, IN 46615
574-323-8554

MARYLAND STORES

Mr & Mrs Craig Mudrock
7603 Harford Road
Baltimore, MD 21234
410-319-7700

MICHIGAN STORES

Mr & Mrs Chris Thomas
803 N Euclid Ave
Bay City, MI 48706
989-686-2000

David Vajda
515 N Mission Street
Mt Pleasant, MI 48858
989-953-9700

Mr & Mrs Darryl Nelson
520-B W 14th Street
Traverse City, MI 49684
231-633-5131

NEVADA STORES

Mr Jesse Doroshow
Ms Randi Doroshow
1331 W Warm Springs Road
Henderson, NV 89014
702-577-3543

Mr & Mrs Brett Raftery
8480 S Las Vegas Blvd
Las Vegas, NV 89123
702-853-2274

Mr Jesse Doroshow
Ms Randi Doroshow
6883 S Eastern Ave, # 400
Las Vegas, NV 89119
702-796-5363

OHIO STORES

Dr Michael Kirshteyn
1480 S Erie Blvd
Hamilton, OH 45011
513-868-2274

Mr Ashish Gandhi
7428 Montgomery Road
Silverton, OH 45236
513-245-2274

Mr Alan Hazlett
4011 Secor Road (C)
Toledo, OH 43623
419-250-8984

TEXAS STORES

Mr Eliseo Herrera
8400 Brodie Lane
Austin, TX 78749
512-282-2274

Exhibit E

CASH PLUS, INC.

EXHIBIT “E”

LIST OF FORMER FRANCHISEES

**FRANCHISEES THAT HAVE LEFT
THE SYSTEM**

Mr & Mrs Hai-Ping Tu
9461 Central Ave
Montclair, CA 91763
909-625-7500

Mr & Mrs Paul King
2300 Beechmont Avenue
Cincinnati, OH 45230
513-947-1704

Mr & Mrs Sukhi Sandhu
2050 S E Pleasant Valley Rd
Oxnard, CA 93033
805-986-8844

Mr & Mrs Robert Walker
1712-H Meridian Ave
San Jose, CA 95125
408-448-2274

Exhibit F

EXHIBIT F



EXHIBIT F

FINANCIAL STATEMENTS

EXHIBIT F

Financial Statements

Cash Plus, Inc.

September 30, 2013 and 2012

CASH PLUS, INC.

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Haynie & Company

(a professional corporation)

Certified Public Accountants and Management Consultants

4910 Campus Drive Newport Beach, California 92660-2119 (949) 724-1880 FAX (949) 724-1889

INDEPENDENT AUDITORS' REPORT

To the Stockholders of
Cash Plus, Inc
Tustin, California

We have audited the accompanying financial statements of Cash Plus, Inc, which comprise the balance sheets as of September 30, 2013 and 2012, and the related statements of operations and changes in stockholders' equity and cash flows for the years then ended, and the related notes to the financial statements

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cash Plus, Inc as of September 30, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

December 18, 2013
Newport Beach, California

Haynie & Company

CASH PLUS, INC.
 Balance Sheets
 September 30, 2013 and 2012

ASSETS

	<u>2013</u>	<u>2012</u>
Current assets		
Cash	\$ -	\$ 15,335
Restricted cash - ad fund	4,501	24,225
Accounts receivable, net of allowance for doubtful accounts of \$23,000 and \$4,000, respectively	71,301	57,078
Due from related party	-	11,277
Supplies on hand	3,000	3,000
Note receivable - current	<u>7,500</u>	<u>7,500</u>
Total current assets	86,302	118,415
Property and equipment, net of accumulated depreciation	12	96
Due from shareholders	129,396	127,283
Deposits	<u>4,844</u>	<u>4,844</u>
Total assets	<u>\$ 220,554</u>	<u>\$ 250,638</u>

See notes to financial statements

CASH PLUS, INC.
Balance Sheets
September 30, 2013 and 2012

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2013</u>	<u>2012</u>
Current liabilities:		
Outstanding checks payable	\$ 5,022	\$ -
Accounts payable	17,038	15,328
Account payable - ad fund	4,501	24,225
Due to related party	53,673	75,516
Line-of-credit	45,300	49,500
Deferred revenue	35,000	-
Income taxes payable	5,200	-
Other current liabilities	<u>11,031</u>	<u>8,028</u>
Total liabilities	<u>176,765</u>	<u>172,597</u>
Stockholders' equity		
Common stock, \$10 par value, 10,000 shares authorized, 1,000 shares issued and outstanding	10,000	10,000
Additional paid-in capital	165,144	155,144
Accumulated deficit	<u>(131,355)</u>	<u>(87,103)</u>
Total stockholders' equity	<u>43,789</u>	<u>78,041</u>
Total liabilities and stockholders' equity	<u>\$ 220,554</u>	<u>\$ 250,638</u>

See notes to financial statements

CASH PLUS, INC.
Statements of Operations
For the Years Ended September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Revenues		
Franchise fees	\$ 17,500	\$ 40,000
Royalty fees	552,706	623,600
Other fees	<u>49,647</u>	<u>45,140</u>
Total revenues	<u>619,853</u>	<u>708,740</u>
Operating expenses		
General and administrative expenses	<u>679,151</u>	<u>729,867</u>
Total operating expenses	<u>679,151</u>	<u>729,867</u>
Income (loss) before other income	(59,298)	(21,127)
Other income (expenses)		
Interest income	2,113	1,060
Other income	27,087	18,923
Interest expense	<u>(5,035)</u>	<u>(4,695)</u>
Total other income	24,165	15,288
Income (loss) before provision for income taxes	(35,133)	(5,839)
Provision for income taxes	<u>(9,119)</u>	<u>(800)</u>
Net (loss)	<u>\$ (44,252)</u>	<u>\$ (6,639)</u>

See notes to financial statements

CASH PLUS, INC.
Statements of Changes in Stockholders' Equity
For the Years Ended September 30, 2013 and 2012

	<u>Common Stock</u>		<u>Paid-in</u>	<u>Accumulated</u>	
	<u>Shares</u>	<u>Amount</u>	<u>Capital</u>	<u>Deficit</u>	<u>Total</u>
Balances, September 30, 2011	1,000	\$ 10,000	\$ 155,144	\$ (80,464)	\$ 84,680
Net loss	-	-	-	(6,639)	(6,639)
Balances, September 30, 2012	1,000	10,000	155,144	(87,103)	78,041
Capital contribution	-	-	10,000	-	10,000
Net loss	-	-	-	(44,252)	(44,252)
Balances, September 30, 2013	<u>1,000</u>	<u>\$ 10,000</u>	<u>\$ 165,144</u>	<u>\$ (131,355)</u>	<u>\$ 43,789</u>

See notes to financial statements

CASH PLUS, INC.
Statements of Cash Flows
For the Years Ended September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash flows from operating activities:		
Net (loss)	\$ (44,252)	\$ (6,639)
Items not requiring cash		
Depreciation	84	84
(Increase) decrease in		
Accounts receivable	(14,223)	9,004
Employee advances	-	5,000
Due from related party	11,277	-
Other assets	(2,113)	(1,060)
Increase (decrease) in		
Outstanding checks payable	5,022	-
Accounts payable	1,710	(5,100)
Account payable - ad fund	(19,724)	(9,262)
Due to related party	(21,843)	-
Deferred revenue	35,000	-
Income taxes payable	5,200	-
Other current liabilities	<u>3,003</u>	<u>(7,000)</u>
Total from operating activities	<u>(40,859)</u>	<u>(14,973)</u>
Cash flows from investing activities:	<u>-</u>	<u>-</u>
Total from investing activities	<u>-</u>	<u>-</u>
Cash flows from financing activities:		
Contribution of capital	10,000	-
Payments on line-of-credit	<u>(4,200)</u>	<u>-</u>
Total from financing activities	<u>5,800</u>	<u>-</u>
Decrease in cash	(35,059)	(14,973)
Cash, beginning of year	<u>39,560</u>	<u>54,533</u>
Cash, end of year	<u>\$ 4,501</u>	<u>\$ 39,560</u>

See notes to financial statements

CASH PLUS, INC.
Statements of Cash Flows - Supplemental Information
For the Years Ended September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for.		
Interest	<u>\$ 5,035</u>	<u>\$ 4,624</u>
Income taxes	<u>\$ 3,884</u>	<u>\$ 1,450</u>

See notes to financial statements

CASH PLUS, INC.
Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and nature of business

Cash Plus, Inc (the "Company") was initially incorporated in the state of Delaware on December 14, 1984. The Company was later re-incorporated in the State of California on April 16, 1985.

The Company is in the business of selling individual franchises for check cashing and payday advances along, with other related services, and development rights for multiple franchises in specific geographic areas.

The Company sells franchises throughout the United States, with the majority of the franchises located in the western United States. The Company had 47 and 48 franchises open as of September 30, 2013 and 2012, respectively.

Use of estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and cash equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Company, from time to time, maintains cash balances that exceed Federal Deposit Insurance Coverage limits. There were no amounts in excess of FDIC insurance limits as of September 30, 2013 and 2012. The Company performs periodic reviews of the relative credit rating of its banks to lower its risk.

Accounts receivable

Accounts receivable represents amounts due from franchisees in connection with royalties due. The carrying amounts of accounts receivable approximate fair value. The Company's determination of the allowance for doubtful accounts receivable (if any) includes a number of factors, including the age of the balance and past experience with the franchisee. As of September 30, 2013 and 2012, allowance for doubtful accounts approximated \$23,000 and \$4,000, respectively.

CASH PLUS, INC.
Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Revenue recognition

The Company receives an initial fee from the sale of each franchise and a continuing royalty fee of 6% (with a \$500 monthly minimum) from operating franchises over the life of the franchise. The Company recognizes the initial fees upon acceptance of the contract and when substantial performance of company obligations has occurred. The estimated costs of providing the initial services to franchises are accrued when the revenue is recognized. Continuing royalty fees are considered earned when they become due from the franchises.

Property and equipment

Additions, together with major renewals and betterments, are capitalized. Maintenance, repairs, and minor renewals and betterments are charged to expense. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation or amortization are removed from the accounts and any resulting gain or loss is recognized.

Depreciation expense during the years ended September 30, 2013 and 2012 is provided for using straight-line methods over the estimated useful lives of the respective assets, currently ranging from 3 to 7 years.

Long-lived assets

Management reviews long-lived assets for impairment when circumstances indicate the carrying amount of an asset may not be recoverable based on the undiscounted future cash flows of the asset. If the carrying amount of an asset may not be recoverable, a write-down to fair value is recorded. Fair values are determined based on the discounted cash flows, quoted market values, or external appraisals, as applicable. Long-lived assets are reviewed for impairment at the individual asset or the asset group level for which the lowest level of independent cash flows can be identified. Management has evaluated the long-lived assets and has not identified any impairment as of September 30, 2013 and 2012.

CASH PLUS, INC.
Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income taxes

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between accelerated and straight-line methods of depreciation for tax reporting and financial reporting and allowance for doubtful accounts. The deferred taxes represent the future tax return consequences of those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled. Deferred taxes are provided for in the financial statements to compensate for any timing differences under the authoritative guidance issued by the Financial Accounting Standards Board (FASB) in connection with accounting for income taxes. Valuation allowances, when necessary, are established to reduce deferred income tax assets to the amount expected to be realized.

Fair value of financial instruments

The carrying value of cash and cash equivalents, accounts receivable, accounts payable and short-term borrowings approximate their fair values due to the short-term nature of these instruments.

Advertising

The Company provides non-direct response advertising. These costs are expensed the first time the advertising takes place. Advertising expense for the years ended September 30, 2013 and 2012 was \$31,741 and \$54,609, respectively.

Franchise and royalty fees

Franchise fees and the related direct costs are deferred until the franchisee completes the initial certification training program provided by the Company, at which time all material services or conditions relating to the sale have been substantially performed or satisfied by the Company.

CASH PLUS, INC.
Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recent accounting pronouncements

Management has reviewed and adopted applicable recent accounting pronouncements and revisions issued by the FASB (including its Emerging Issues Task Force), the American Institute of Certified Public Accountants, and the Security and Exchange Commission during the fiscal year ended September 30, 2013. Management believes the adoption of such pronouncements and revisions do not have a material impact on the Company's financial statements other than certain footnote disclosures which have been incorporated into these financial statements.

Subsequent events disclosure

Subsequent events have been evaluated through December 18, 2013, which is the date the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

Property and equipment consist of the following:

	<u>2013</u>	<u>2012</u>
Office equipment	\$ 80,612	\$ 80,612
Furniture and fixtures	29,927	29,927
Leasehold improvements	<u>1,177</u>	<u>1,177</u>
	111,716	111,716
Less accumulated depreciation	<u>(111,704)</u>	<u>(111,620)</u>
Property and equipment, net	<u>\$ 12</u>	<u>\$ 96</u>

3. DEFERRED REVENUE

The Company has deferred the revenue recognition of one franchise sale of \$35,000 until the franchisor has completed all service relating to that sale.

CASH PLUS, INC.
Notes to Financial Statements

4. LINE-OF-CREDIT

In November of 2007, Cash Plus, Inc entered into a \$50,000 unsecured line-of-credit with a bank. The line-of-credit has an interest rate of 5% and interest only monthly payments of approximately \$200. As of September 30, 2013 and 2012, the Company had an outstanding balance related to this line-of-credit of \$45,300 and \$49,500, respectively, with no stated maturity date.

5. CONCENTRATIONS OF CREDIT RISKS

Concentrations of credit risk with respect to trade receivables are limited due to the large number of Franchisees comprising the Company's revenue collection and their dispersion across different geographic areas. As of September 30, 2013 and 2012, the Company had no significant concentrations of credit risk.

6. NOTE RECEIVABLE

The Company loaned \$7,500 to a relative of the Company's president. Based upon the terms of the note, the borrower will make one lump sum payment of \$10,000, which includes a \$2,500 bonus. The loan is unsecured.

7. INCOME TAXES

The Company files income tax returns in the U.S. federal and California jurisdictions. The Company is no longer subject to U.S. federal income tax examinations by tax authorities for years before 2009, and they are no longer subject to California income tax examinations by tax authorities for years before 2008.

The provision for income taxes consists of the following:

	<u>2013</u>	<u>2012</u>
Current:		
Federal	\$ 8,319	\$ -
State	1,800	800
Benefit from net operating losses	<u>(1,000)</u>	<u>-</u>
	9,119	800
Deferred	<u>-</u>	<u>-</u>
	<u>\$ 9,119</u>	<u>\$ 800</u>

CASH PLUS, INC.
Notes to Financial Statements

7. INCOME TAXES (CONTINUED)

Deferred income taxes relates to timing differences in connection with the reporting of certain expenses, accelerated methods of depreciation, deferred revenues, and net operating losses. Deferred taxes consist of the following:

	<u>2013</u>	<u>2012</u>
Deferred tax assets		
Allowance for doubtful accounts	\$ 6,000	\$ 1,000
Deferred revenue	<u>8,000</u>	<u>5,000</u>
	14,000	6,000
Valuation allowance	<u>(14,000)</u>	<u>(6,000)</u>
Net deferred taxes	<u>\$ -</u>	<u>\$ -</u>

The Company has utilized all net operating loss carryforwards.

8. COMMITMENTS AND CONTINGENCIES

Rent

The Company leases its corporate facilities based upon the terms of an operating lease expiring in January of 2015. The lease agreement contains a clause that calls for minimum rental increases. Additionally, the Company leases certain office equipment under operating leases.

Minimum rental commitments under these leases for future years approximate the following:

<u>Year ending September 30</u>	
2014	\$ 63,466
2015	22,147
2016	1,488
2017	1,488
2018	<u>1,116</u>
	<u>\$ 89,705</u>

CASH PLUS, INC.
Notes to Financial Statements

8. COMMITMENTS AND CONTINGENCIES (CONTINUED)

Total rent expense and related costs for all operating leases for the years ended September 31, 2013 and 2012 approximated \$67,000 and \$64,000, respectively

9. RELATED PARTY TRANSACTIONS

Periodically, the Company advances funds to the stockholders and/or related parties. As of September 30, 2013 and 2012, amounts due from shareholders were \$119,313 and \$127,283, respectively. The receivable is unsecured. It accrues interest at the federal annual blended rate (1.66% for 2013). The accrued interest is added to the loan balance.

The stockholders of the Company own 60% of Spectrum Franchise Group, Inc. Spectrum Franchise Group, Inc., owns two Cash Plus franchises which are operated by the stockholders of the Company. As of September 30, 2013 and 2012, the Company had funds due from Spectrum Franchise Group, Inc. of approximately \$0 and \$11,000, respectively.

10. ADVERTISING FUND

In October of 2000, the Company established an advertising fund in which the franchisees contribute for advertising, promotion and marketing expenses, in an amount equal to 3% of gross monthly revenues. Contributions and earnings from the fund are restricted and are used for advertising and marketing. As of September 30, 2013 and 2012, the cash balance in the fund was \$4,501 and \$24,225, respectively. In addition to this cash balance, the Company, as of September 30, 2013 and 2012, had outstanding balances due to the fund of approximately \$53,000 and \$75,000, respectively. During the periods ended September 30, 2013 and 2012, the Company charged the fund \$21,843 and \$22,564, respectively, for management of the fund.

11. FRANCHISE FEES REVENUE

For the years ended September 30, 2013 and 2012, the Company sold 2 and 0 new franchisees, respectively.

12. SUBSEQUENT EVENTS

The Company opened one franchise and closed one franchise subsequent to September 30, 2013.



Haynie & Company

(a professional corporation)

Certified Public Accountants and Management Consultants

4910 Campus Drive Newport Beach, California 92660-2119 (949) 724-1880 FAX (949) 724-1889

Independent Auditors' Report on Additional Information

To the Stockholders of
Cash Plus, Inc.
Tustin, California

We have audited the financial statements of Cash Plus, Inc. (the "Company") as of and for the years ended September 30, 2013 and 2012, and our report thereon dated December 18, 2013 which expressed an unmodified opinion, on those financial statements, appears on page 3. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Haynie & Company

December 18, 2013
Newport Beach, California

CASH PLUS, INC.**Schedules of General and Administrative Expenses
For the Years Ended September 30, 2013 and 2012**

	<u>2013</u>	<u>2012</u>
Advertising	\$ 31,741	\$ 54,609
Bank fees	1,173	645
Bad debt	19,000	2,282
Commissions	25,000	6,000
Contract labor	202,404	229,230
Convention	1,269	3,957
Depreciation	84	84
Dues and subscriptions	410	3,880
Insurance	6,468	2,713
Insurance - officer	13,954	13,195
Legal and professional	21,706	26,084
Meals and entertainment	10,770	16,097
Office expense	39,617	51,277
Outside services	126,500	131,337
Rents	66,939	63,814
Repairs and maintenance	30,284	30,091
Taxes - other	8,779	8,836
Telephone and utilities	27,036	27,854
Training	3,121	5,812
Travel	<u>42,896</u>	<u>52,070</u>
	<u>\$ 679,151</u>	<u>\$ 729,867</u>

See notes to financial statements

Financial Statements

Cash Plus, Inc.

September 30, 2012 and 2011

1



Haynie & Company

(a professional corporation)

Certified Public Accountants and Management Consultants

4910 Campus Drive Newport Beach, California 92660-2119 (949) 724-1880 FAX (949) 724-1889

INDEPENDENT AUDITORS' REPORT

To the Stockholders of

Cash Plus, Inc.

Tustin, California

We have audited the accompanying balance sheets of Cash Plus, Inc., as of September 30, 2012 and 2011, and the related statements of operations, changes in stockholders' equity, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cash Plus, Inc., as of September 30, 2012 and 2011, and the results of its operations and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Haynie & Company

December 19, 2012

Newport Beach, California

CASH PLUS, INC.
Balance Sheets
September 30, 2012 and 2011

ASSETS

	<u>2012</u>	<u>2011</u>
Current assets		
Cash	\$ 15,335	\$ 21,046
Restricted cash - ad fund	24,225	33,487
Accounts receivable, net of allowance for doubtful accounts of \$4,000 and \$4,000, respectively	57,078	66,082
Due from related party	11,277	11,277
Supplies on hand	3,000	3,000
Notes receivable - current	7,500	12,500
Total current assets	118,415	147,392
Property and equipment, net of accumulated depreciation	96	180
Due from shareholders	127,283	126,223
Deposits	4,844	4,844
Total assets	\$ 250,638	\$ 278,639

See notes to financial statements

CASH PLUS, INC.
Balance Sheets
September 30, 2012 and 2011

LIABILITIES AND STOCKHOLDERS' EQUITY

	<u>2012</u>	<u>2011</u>
Current liabilities		
Accounts payable	\$ 15,328	\$ 20,428
Accounts payable - ad fund	24,225	33,487
Due to related parties	75,516	75,516
Line-of-credit	49,500	49,500
Other current liabilities	<u>8,028</u>	<u>15,028</u>
Total liabilities	<u>172,597</u>	<u>193,959</u>
Stockholders' equity		
Common stock, \$10 par value, 10,000		
shares authorized, 1,000 shares issued	10,000	10,000
and outstanding	10,000	10,000
Additional paid-in capital	155,144	155,144
Accumulated deficit	<u>(87,103)</u>	<u>(80,464)</u>
Total stockholders' equity	<u>78,041</u>	<u>84,680</u>
Total liabilities and stockholders' equity	<u>\$ 250,638</u>	<u>\$ 278,639</u>

See notes to financial statements

CASH PLUS, INC.
Statements of Operations
For the Years Ended September 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Revenues		
Franchise fees	\$ 40,000	\$ 65,000
Royalty fees	623,600	658,523
Other fees	<u>45,140</u>	<u>41,165</u>
Total revenues	<u>708,740</u>	<u>764,688</u>
Operating expenses		
General and administrative expenses	<u>729,867</u>	<u>742,588</u>
Total operating expenses	<u>729,867</u>	<u>742,588</u>
(Loss) income before other income	(21,127)	22,100
Other income (expenses)		
Interest income	1,060	2,057
Other incomes	18,923	\$ 15,000
Interest expense	<u>(4,695)</u>	<u>(12,239)</u>
Total other income (expenses)	15,288	(10,182)
(Loss) income before provision for income taxes	(5,839)	11,918
Provision for income taxes	<u>(800)</u>	<u>(800)</u>
Net (loss) income	<u>\$ (6,639)</u>	<u>\$ 11,118</u>

See notes to financial statements

CASH PLUS, INC
Statements of Changes in Stockholders' Equity
For the Years Ended September 30, 2012 and 2011

	<u>Common Stock</u>		<u>Paid-in</u>	<u>Retained</u>	
	<u>Shares</u>	<u>Amount</u>	<u>Capital</u>	<u>Earnings</u>	<u>Total</u>
Balances, September 30, 2010	1,000	\$ 10,000	\$ 155,144	\$ (91,582)	\$ 73,562
Net income	-	-	-	11,118	11,118
Balances, September 30, 2011	1,000	10,000	155,144	(80,464)	84,680
Net loss	-	-	-	(6,639)	(6,639)
Balances, September 30, 2012	<u>1,000</u>	<u>\$ 10,000</u>	<u>\$ 155,144</u>	<u>\$ (87,103)</u>	<u>\$ 78,041</u>

See notes to financial statements

CASH PLUS, INC.
Statements of Cash Flows
For the Years Ended September 30, 2012 and 2011

	2012	2011
Cash flows from operating activities:		
Net (loss) income	\$ (6,639)	\$ 11,118
Items not requiring cash		
Depreciation	84	2,254
(Increase) decrease in		
Accounts receivable	9,004	34,650
Employee advances	5,000	-
Due from related party	-	(11,277)
Deposits	-	-
Other assets	(1,060)	1,943
Increase (decrease) in		
Accounts payable	(5,100)	(11,233)
Accrued payable - ad fund	(9,262)	(9,920)
Due to related parties	-	-
Other current liabilities	(7,000)	(12,214)
Total from operating activities	<u>(14,973)</u>	<u>5,321</u>
Cash flows from investing activities:		
Increase in notes receivable	-	(12,500)
Total from investing activities	<u>-</u>	<u>(12,500)</u>
Cash flows from financing activities:		
Payments on capital leases	-	-
Borrowings from line-of-credit	-	100
Total from financing activities	<u>-</u>	<u>100</u>
Decrease in cash	<u>(14,973)</u>	<u>(7,079)</u>
Cash, beginning of year	<u>54,533</u>	<u>61,612</u>
Cash, end of year	<u><u>\$ 39,560</u></u>	<u><u>\$ 54,533</u></u>

See notes to financial statements

CASH PLUS, INC.**Statements of Cash Flows - Supplemental Information
For the Years Ended September 30, 2012 and 2011**

	<u>2012</u>	<u>2011</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for		
Interest	<u>\$ 4,624</u>	<u>\$ 12,239</u>
Income taxes	<u>\$ 1,450</u>	<u>\$ 1,600</u>

See notes to financial statements

CASH PLUS, INC.
Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and nature of business

Cash Plus, Inc. (the "Company") was first incorporated in the state of Delaware On December 14, 1984. The Company was later re-incorporated in the State of California on April 16, 1985.

The Company is in the business of selling individual franchises for check cashing and payday advances along with other related services and development rights for multiple franchises in specific geographic areas.

The Company sells franchises throughout the United States, with the majority of the franchises located in the western United States. The Company had 48 and 53 franchises open as of September 30, 2012 and 2011, respectively.

1. Use of estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Cash and cash equivalents

For purposes of the statements of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The Company, from time to time, maintains cash balances that exceed Federal Deposit Insurance Coverage limits. There were no amounts in excess of FDIC insurance limits as of September 30, 2012 and 2011. The Company performs periodic reviews of the relative credit rating of its banks to lower its risk.

Revenue recognition

The Company receives an initial fee from the sale of each franchise and a continuing royalty fee of 6% (with a \$500 monthly minimum) from operating franchises over the life of the franchise. The Company recognizes the initial fees upon acceptance of the contract and when substantial performance has occurred. The estimated costs of providing the initial services to franchises are accrued when the revenue is recognized. Continuing royalty fees are considered earned when they become due from the franchises.

CASH PLUS, INC.
Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and equipment

Additions, together with major renewals and betterments, are capitalized. Maintenance, repairs, and minor renewals and betterments are charged to expense. When assets are sold or otherwise disposed of, the cost and related accumulated depreciation or amortization are removed from the accounts and any resulting gain or loss is recognized.

Depreciation expense during the years ended September 30, 2012 and 2011 is provided for using straight-line methods over the estimated useful lives of the respective assets, currently ranging from 3 to 7 years.

Long-lived assets

Management reviews long-lived assets for impairment when circumstances indicate the carrying amount of an asset may not be recoverable based on the undiscounted future cash flows of the asset. If the carrying amount of an asset may not be recoverable, a write-down to fair value is recorded. Fair values are determined based on the discounted cash flows, quoted market values, or external appraisals, as applicable. Long-lived assets are reviewed for impairment at the individual asset or the asset group level for which the lowest level of independent cash flows can be identified. Management has evaluated the long-lived assets and has not identified any impairment as of September 30, 2012 and 2011.

Income taxes

Income taxes are provided for the tax effects of transactions reported in the financial statements and consist of taxes currently due plus deferred taxes related primarily to differences between accelerated and straight-line methods of depreciation for tax reporting and financial reporting, respectively. The deferred taxes represent the future tax return consequences of those differences, which will either be deductible or taxable when the assets and liabilities are recovered or settled. Deferred taxes are provided for in the financial statements to compensate for any timing differences under the authoritative guidance issued by the Financial Accounting Standards Board (FASB) in connection with accounting for income taxes. Valuation allowances, when necessary, are established to reduce deferred income tax assets to the amount expected to be realized.

CASH PLUS, INC.
Notes to Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fair value of financial instruments

The carrying value of cash and cash equivalents, accounts receivable, accounts payable and short-term borrowings approximate their fair values due to the short-term nature of these instruments

Advertising

The Company provides non-direct response advertising. These costs are expensed the first time the advertising takes place. Advertising expense for the years ended September 30, 2012 and 2011 was \$48,981 and \$44,267, respectively.

Recent accounting pronouncements

Management has reviewed and adopted applicable recent accounting pronouncements and revisions issued by the FASB (including its Emerging Issues Task Force), the American Institute of Certified Public Accountants, and the Security and Exchange Commission during the fiscal year ended September 30, 2012. Management believes the adoption of such pronouncements and revisions do not have a material impact on the Company's financial statements other than certain footnote disclosures which have been incorporated into these financial statements.

Subsequent events disclosure

Subsequent events have been evaluated through December 19, 2012, which is the date the financial statements were available to be issued.

CASH PLUS, INC.
Notes to Financial Statements

2. PROPERTY AND EQUIPMENT

Property and equipment consist of the following

	2012	2011
Office equipment	\$ 80,612	\$ 80,612
Furniture and fixtures	29,927	29,927
Leasehold improvements	1,177	1,177
	111,716	111,716
Less accumulated depreciation	(111,620)	(111,536)
Property and equipment, net	<u>\$ 96</u>	<u>\$ 180</u>

3. LINE-OF-CREDIT

- 2 In November of 2007, Cash Plus, Inc. entered into a \$50,000 unsecured line-of-credit with a bank. The line-of-credit has an interest rate of 5% and interest only monthly payments of approximately \$200. As of September 30, 2012 and 2011, the Company had an outstanding balance related to this line-of-credit of \$49,500 with no stated maturity date.

4. NOTES RECEIVABLE

The Company loaned \$7,500 to a relative of the Company's president. Based upon the terms of the note, the borrower will make one lump sum payment of \$10,000, which includes a \$2,500 bonus. The loan is unsecured.

3. LINE-OF-CREDIT

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4. NOTES RECEIVABLE

The Company loaned \$7,500 to a relative of the Company's president. Based upon the terms of the note, the borrower will make one lump sum payment of \$10,000, which includes a \$2,500 bonus. The loan is unsecured.

CASH PLUS, INC.
Notes to Financial Statements

5. INCOME TAXES

The Company files income tax returns in the U S federal and California jurisdictions. The Company is no longer subject to U S federal income tax examinations by tax authorities for years before 2007, and they are no longer subject to California income tax examinations by tax authorities for years before 2006.

The provision for income taxes consists of the following

	2012	2011
Current		
Federal	\$ -	\$ 2,900
State	800	2,800
Benefit from net operating losses	-	(4,900)
	800	800
Deferred	-	-
	<u>\$ 800</u>	<u>\$ 800</u>

The Company's deferred income taxes relate to timing differences in connection with reporting certain expenses, accelerated methods of depreciation and net operating losses consist of the following

	2012	2011
Deferred tax assets		
Allowance for doubtful accounts	\$ 1,000	\$ 1,000
Net operating losses	5,000	5,000
Current	6,000	6,000
Valuation allowance	(6,000)	(6,000)
	-	2,800
Net deferred taxes	<u>\$ -</u>	<u>\$ (4,900)</u>

The Company has Federal net operating loss carryforwards of approximately \$6,000, and \$57,000 available to offset future California taxable income expiring through 2027.

6. COMMITMENTS AND CONTINGENCIES

Rent

In June of 2004, the Company entered into an agreement to lease its facilities, commencing September 1, 2004. This agreement, which included a lease term ending in August 2008, was amended on August 30, 2010 to include a new lease term to expire on January 31, 2015. Rent expense approximates \$4,700 per month.

CASH PLUS, INC.
Notes to Financial Statements

6. COMMITMENTS AND CONTINGENCIES (CONTINUED)

The Company leases its corporate facilities based upon the terms of an operating lease expiring in March, 2015. The lease agreement contains a clause that calls for minimum rental increases. Additionally, the Company leases certain office equipment under operating leases.

Minimum rental commitments under these leases for future years approximate the following:

<u>Year ending September 30</u>	
2013	\$ 62,000
2014	62,000
2015	<u>21,000</u>

COMMITMENTS \$ 145,000

Total rent expense and related costs for all operating leases for the years ended September 30, 2012 and 2011 approximated \$64,000 and \$59,000, respectively.

7. RELATED PARTY TRANSACTIONS

Periodically, the Company advances funds to the stockholders and/or related parties. As of September 30, 2012 and 2011, amounts due from shareholders were \$127,283 and \$126,223, respectively. The receivable is unsecured. It accrues interest at the federal annual blended rate (84% for 2012). The accrued interest is added to the loan balance.

The stockholders of the Company own 60% of Spectrum Franchise Group, Inc. Spectrum Franchise Group, Inc. owns 2 Cash Plus franchises which are operated by the stockholders of the Company. As of September 30, 2012 and 2011, the Company had funds due from Spectrum Franchise Group, Inc. of approximately \$11,000.

7. RELATED PARTY TRANSACTIONS

Periodically, the Company advances funds to the stockholders and/or related parties. As of September 30, 2012 and 2011, amounts due from shareholders were \$127,283 and \$126,223, respectively. The receivable is unsecured. It accrues interest at the federal annual blended rate (84% for 2012). The accrued interest is added to the loan balance.

The stockholders

CASH PLUS, INC.
Notes to Financial Statements

8. ADVERTISING FUND

In October of 2000, the Company established an advertising fund in which the franchisees contribute for advertising, promotion and marketing expenses, in an amount equal to 3% of gross monthly revenues. Contributions and earnings from the fund are restricted and are used for advertising and marketing. As of September 30, 2012 and 2011, the cash balance in the fund was \$24,225 and \$33,487, respectively. In addition to this cash balance, the Company, as of September 30, 2012 and 2011, had outstanding balances due to the fund of approximately \$75,000. During the periods ended September 30, 2012 and 2011, the Company charged the fund \$22,564 and \$24,752, respectively, for management of the fund.

9. LICENSING FEES

In October 2001, the shareholders of the Company restructured the stock purchase agreement they had with the previous owner. The Company entered into a licensing agreement commencing in October 2001 and ending in March of 2011. Pursuant to the licensing agreement, the Company paid a monthly fee of approximately \$5,000 for the use of the Cash Plus, Inc. name and business model. For the year ended September 30, 2012 licensing fees expense were \$30,014. The licensing fee obligation terminated in March of 2011 and all licensing fees had been paid as of that time.

10. FRANCHISE FEES REVENUE

For the years ended September 30, 2012 and 2011, the Company sold 0 and 1 new franchisees, respectively. In addition, in 2011 there was a fee related to a transfer of a franchise.

9.

In October 2001, the Company restructured the stock purchase agreement they had with the previous owner. The Company entered into a licensing agreement commencing in October 2001 and ending in March of 2011. Pursuant to the licensing agreement, the Company paid a monthly fee of approximately \$5,000 for the use of the Cash Plus, Inc. name and business model. For the year ended September 30, 2012 licensing fees expense were \$30,014. The licensing fee obligation terminated in March of 2011 and all licensing fees had been paid as of that time.

10. FRANCHISE FEE

For the years ended September 30, 2012 and 2011, the Company sold 0 and 1 new franchisees, respectively. In addition, in 2011 there was a fee related to a transfer of a franchise.



Haynie & Company

(a professional corporation)

Certified Public Accountants and Management Consultants

4910 Campus Drive Newport Beach, California 92660-2119 (949) 724-1880 FAX (949) 724-1889

Independent Auditors' Report on Additional Information

To the Stockholders of
Cash Plus, Inc.
Tustin, California

Our report on our audit of the basic financial statements of Cash Plus, Inc. as of and for the years September 30, 2012 and 2011 appears on page 3. We conducted our audits in accordance with auditing standards generally accepted in the United States of America for purposes of forming an opinion on the basic financial statements taken as a whole. The schedule of investments in securities is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

To the Stockholders of
Cash Plus, Inc.
Tustin, California

Haynie & Company

December 19, 2012
Newport Beach, California

CASH PLUS, INC.

Schedules of General and Administrative Expenses For the Years Ended September 30, 2012 and 2011

	2012	2011
Advertising	\$ 54,609	\$ 44,267
Bank fees	645	1,122
Bad debt	2,282	3,447
Commissions	6,000	43,000
Contract labor	229,230	223,215
Convention	3,957	3,313
Depreciation	84	2,254
Dues and subscriptions	3,880	2,802
Equipment rental	-	7,455
Insurance	2,713	1,241
Insurance - officer	13,195	12,430
Legal and professional	26,084	25,110
Licenses and permits	-	30,014
Meals and entertainment	16,097	11,128
Miscellaneous expense	-	-
Office expense	51,277	45,561
Outside services	131,337	130,870
Penalties	-	1,122
Rent	63,814	36,369
Repairs and maintenance	30,091	30,118
Taxes other	8,836	28,465
Telephone and utilities	27,854	26,279
Training	5,812	237
Travel	52,070	53,891
Equipment	-	5
Insurance	\$ 729,867	\$ 742,588
Legal and professional	-	25,110
Licenses and permits	-	30,014
Meals and entertainment	-	11,128
Miscellaneous expense	-	-
Office expense	-	45,561
Outside services	-	130,870
Penalties	-	1,122
Rent	-	36,369
Repairs and maintenance	-	30,118
Taxes other	-	28,465
Telephone and utilities	-	26,279
Training	-	237
Travel	-	53,891
Equipment	-	5
Insurance	-	742,588
Legal and professional	-	25,110
Licenses and permits	-	30,014
Meals and entertainment	-	11,128
Miscellaneous expense	-	-
Office expense	-	45,561
Outside services	-	130,870
Penalties	-	1,122
Rent	-	36,369
Repairs and maintenance	-	30,118
Taxes other	-	28,465
Telephone and utilities	-	26,279
Training	-	237
Travel	-	53,891
Equipment	-	5
Insurance	-	742,588
Legal and professional	-	25,110
Licenses and permits	-	30,014
Meals and entertainment	-	11,128
Miscellaneous expense	-	-
Office expense	-	45,561
Outside services	-	130,870
Penalties	-	1,122
Rent	-	36,369
Repairs and maintenance	-	30,118
Taxes other	-	28,465
Telephone and utilities	-	26,279
Training	-	237
Travel	-	53,891
Equipment	-	5
Insurance	-	742,588

See notes to financial statements

Exhibit G

ITEM 23. RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Cash Plus, Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon, Washington and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Cash Plus, Inc. does not deliver this disclosure document on time or if it contains a false or misleading misstatement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit C in plain language. Read this document carefully.

Issuance Date January 2, 2014

If Cash Plus, Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

Cash Plus, Inc. authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state. Maryland, New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

The franchise seller(s) for this offering is (are) Craig Wells, at 3002 Dow Avenue, Suite 120, Tustin, CA 92780.

Michigan, Oregon, Washington and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

A Franchise Agreement and Related Materials including State Addenda

B Area Development Agreement

C State Administrators and Agents for Service of Process

D List of Franchisees

E List of Former Franchisees

F Financials

G Receipt

If Cash Plus, Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

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You may return the signed receipt either by signing, dating, and mailing it to Cash Plus, Inc. at 3002 Dow Avenue, Suite 120, Tustin, CA 92780, or by faxing a copy of the signed and dated receipt to Cash Plus, Inc. at (714) 731-2099.

Michigan, Oregon, Washington and Wisconsin require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Cash Plus, Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

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Issuance Date January 2, 2014

If Cash Plus, Inc. does not deliver this disclosure document on time or if it contains a false or misleading misstatement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit C in plain language.

The franchisor is Cash Plus, Inc., located at 3002 DOW AVENUE, SUITE 120, TUSTIN, CA 92780.

Cash Plus, Inc. authorizes the respective state agencies identified on Exhibit C to receive service of process for it in the particular state.

The franchise seller(s) for this offering is (are) Craig Wells, at 3002 Dow Avenue, Suite 120, Tustin, CA 92780.

I received a disclosure document dated January 14, 2014 that included the following Exhibits:

- A Franchise Agreement and Related Materials including State Addenda
- B Area Development Agreement
- C State Administrators and Agents for Service of Process
- D List of Franchisees
- E List of Former Franchisees
- F Financials
- G Receipt

Date and **Franchisee** _____

Printed Name _____

You may return the signed receipt either by signing, dating, and mailing it to Cash Plus, Inc. at 3002 Dow Avenue, Suite 120, Tustin, CA 92780, or by faxing a copy of the signed and dated receipt to Cash Plus, Inc. at (714) 731-2099.