

CASH PLUS, INC.

EXHIBIT "E"

AREA DEVELOPMENT AGREEMENT



AREA DEVELOPMENT AGREEMENT
(00-00-00)

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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.

3.3.2 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 supersedeas 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.

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 Uniform Franchise Offering Circular 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 _____ 200__

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	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____

Initials _____