

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 agent for service of process is Craig Wells at the same address.

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 Our Predecessors are no longer active in our business.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 are not engaged in 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. A CASH PLUS Store is a retail service business specializing in check cashing, payday advances and related services. 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.

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 and state laws and regulations 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. You must comply with all laws and regulations that apply to you and your franchised business.

Item 2

BUSINESS EXPERIENCE

President and Director - Craig Wells

Mr. Wells has been President and CEO of Cash Plus, Inc. since April 1996 when he and his wife purchased the Corporation 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. Mr. Wells received a Bachelor of Science degree in Marketing from San Diego State University in 1975.

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. Mrs. Wells received a Bachelor of Science degree in Communications from California State University, Fullerton in 1984.

Vice President of Franchise Operations - Murray Schacher

Mr. Schacher joined Cash Plus, Inc. as Vice President of Franchise Operations in February, 2005. Prior to joining Cash Plus, Inc., he was the North American Director of Direct Sales 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, area manager, district manager and site acquisitions. Prior to that time Mr. Schacher owned an Apartment Rental publication franchise and owned his own restaurant.

Corporate Controller - Barbara Clark

Ms. Clark joined Cash Plus, Inc. as its Controller in October 2003. Prior to joining Cash Plus, Inc., 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. Ms. Clark received her Bachelor of Arts degree from Chapman College.

Director of Business Development - Brooke Blomstrom

Ms. Blomstrom joined Cash Plus, Inc. as Director of Franchise Development in October 2004. Prior to joining Cash Plus, Inc., she was the Vice President of Marketing for Boise Workspace (a division of Boise Cascade) from July 2002 through 2004. Ms. Blomstrom was also Vice President of Marketing for Workplace Interiors from 1999 thru 2002. She also served as Major Accounts Manager for Pacific Business Interiors from 1994 to 1999. Ms. Blomstrom received her BS degree in Education with a Marketing minor from the University of Southern California.

Franchise Consultant - Pam Adamson

Mrs. Adamson started with Cash Plus in June, 2005. Prior to joining Cash Plus, Pam was an independent contractor with National Write Your Congressman which involved raising funds for their Student Governmental Affairs Program in schools nationwide. From 1997-2001 Pam was a national sales representative with Big Train, a specialty coffee and tea distributor. Her sales career began with Xerox Corporation from 1983-1991 where she was an Account Manager for major accounts in Orange County, California and government accounts in Honolulu, Hawaii. She received her BA in Journalism with a Public Relations emphasis from the University of Southern California.

Store Manager & Field Support - Michelle Riddle

Ms. Riddle came to Cash Plus as 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. Prior to coming to Cash Plus, Ms. Riddle was a customer service representative for K-Mart from 1995 to 2002. Ms. Riddle received a Bachelors degree in Business from California State University Fullerton.

Item 3.

LITIGATION

No litigation is required to be disclosed in this offering circular.

Item 4.

BANKRUPTCY

No person previously identified in Items 1 or 2 of this offering circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code required to be disclosed in this item.

Item 5.

INITIAL FRANCHISE FEE

FRANCHISE AGREEMENT: The initial franchise fee for a single-unit Franchise Agreement is \$35,000 for a new franchised location 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 thereafter 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.

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 thereafter 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 subsequent Franchise Agreements executed by you are set forth 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 relating to 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 expense, and salaries and benefits of our employees; (9) commission for the procurement of Host retail locations.

Item 6.

FRANCHISE STORES – OTHER FEES

NAME OF FEE (1)	AMOUNT	DUE DATE
Royalty (2)	6% of your gross sales	Payable weekly for prior week's Gross Sales or monthly on the 15th 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 \$500.00 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 \$300.00. 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, thereafter you will pay 1% of your gross sales up to \$66,667, for a total maximum monthly payment of \$1,000.
- (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 \$100.00 per delinquent payment in addition to the interest described above
- (6) We reserve the right to impose a twenty-five (\$25.00) dollar fee on any returned check received from your bank.

Item 7.

FRANCHISE STORES – INITIAL INVESTMENT

EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee (Note 1)	\$35,000 or \$17,500	Lump Sum	At signing of Franchise Agreement	Us
Grand Opening Fee (Note 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 (Note 5)	\$9,500 to \$14,500	Lump Sum	Before Opening	Vendors
Equipment, fixtures and other fixed assets (Note 6)	\$52,700 to \$83,200	As Incurred	Before Opening	Vendors
Inventory (Note 6)	\$1,000 to \$2,500	As Incurred	Before Opening	Vendors
Insurance (Note 6)	\$2,000 to \$4,000	As Incurred	Before Opening	Agent
Additional Funds (Note 7)	\$30,000 to \$50,000	As Incurred	As Incurred	Employees, Suppliers, Working Capital
Payday Advance Capital (Note 8)	\$25,000 to \$50,000	As Incurred	As Incurred	Working Capital for Customer Advances
Total for a new check cashing store (Note 9)	\$160,200 to \$244,200			
Total if you have an existing check cashing store (Notes 6, 9)	\$60,500 to \$98,500			

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 \$1,400 to \$4,000 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 \$38,000 and \$76,000. If you do not currently offer payday advances, you will also need the payday advance capital, which will increase your requirements to \$63,000 to \$126,000.
- (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.
- (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.

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 relating to 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 on 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.

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 OFFERING CIRCULAR.

(The Franchise Agreement is abbreviated in this table as "FA" and the Area Development Agreement as "AD").

Obligation	Section in the Franchise Agreement	Section in the Development Agreement	Item in Offering Circular
a. Site Selection and acquisition/lease	FA: 12.1	None	Item 11
b. Pre-opening purchases/leases	FA: 12.6 (b), 12.8	None	Items 7, 8, 11
c. Site development and other pre-opening requirements	FA: 12.3	None	Items 7, 11
d. Initial and ongoing training	FA: 11.2, 11.3	AD: 5.2.1(a-c)	Item 11
e. Opening	FA: 12.3 (b)	AD: 4.2	Item 11
f. Fees	FA: 5.1, 5.3, 5.4	AD: 2.1-2.3	Items 5, 6
g. Compliance with standards and policies/ Operating Manual	FA: 9.1, 12.6	None	Item 11
h. Trademarks and proprietary information	FA: 2.1, 8.1-8.3, 10.1-10.10	AD: 7.1-7.3	Items 13, 14
i. Restrictions on products/services offered	FA: 2.1, 12.6 (f)	None	Item 16
j. Warranty and customer service requirements	None	None	None
k. Territorial development and sales quota	None	AD: 4.1-4.5	Items 12, 17

l.	Ongoing product/ service purchases	None	None	None
m.	Maintenance, appearance and remodeling requirements	FA: 12.6	None	Item 11
n.	Insurance	FA: 12.8	None	Item 7
o.	Advertising	FA: 14.1-14.5	None	Items 6, 11
p.	Indemnification	FA: 17.1, 18.1-18.3	AD: 14.1-14.7	None
q.	Owner's participation/ management/staffing	FA: 11.1	AD: 5.2.1	Item 15
r.	Records/Reports	FA: 7.3, 13.1-13.3, 13.5	AD: 5.2.2	None
s.	Inspections/Audits	FA: 12.4, 13.4	AD: 5.2.2, 5.2.3	Item 11
t.	Transfer	FA: 19.1-19.6	AD: 8.1-8.10	Items 6, 17
u.	Renewal	FA: 4.1-4.3	None	Items 6, 17
v.	Subscription	FA: 6.3	None	Item 11
w.	Post-termination obligations	FA: 20.7, 20.9	AD: 10.1-10.3	Item 17
c.	Non-competition covenants	FA: 15.1-15.5	AD: 11.1-11.9	Item 17
y.	Dispute resolution	FA: 21.1-21.2	None	Item 17

Item 10.

FINANCING

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

Initial _____

Item 11.

FRANCHISOR'S OBLIGATIONS

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 and the Operations Manual. We may modify the Operations Manual during the term of your franchise (Franchise Agreement 6.1(e)).

As of October 2005, the table of contents of our Pre-Opening Manual, which contains 242 total pages, is as follows:

Introduction and Overview	29 Pages
Business Set Up	11 Pages
Real Estate Site Selection	38 Pages
Post Site Selection Activities	20 Pages
Store Construction, Design, FF & E	43 Pages
Personnel Hiring	23 Pages
Quick Start Opening Promotions	23 Pages
Appendix/Forms	32 Pages

As of October 2005, the table of contents of our Operations Manual, which contains 734 total pages, is 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	128 Pages
Collections	99 Pages
Resources/Forms	69 Pages
Legal Compliance	139 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 relating to 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)).

Initial _____

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

1. will provide you with instructions, service information, consultation, guidance and other operational advice (Franchise Agreement 6.1(f-i).
2. will examine and inspect your CASH PLUS Store and your store operations (Franchise Agreement 12.4).
3. will administer an advertising fund (Franchise Agreement 14.2)

C. 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.

D. 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 and 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

Julie Wells

Julie is Executive Vice President and a principal in Cash Plus. Inc. and has been active in the role of marketing coordinator and customer service adviser since purchasing the company in 1996. Ms. Wells owned and managed a chain of three one-hour photo labs in the Seattle area. In addition, she worked for Far West Services, owners of several restaurant chains including Coco's, Reuben's and Baxter's as well as the El Torito restaurant chain in their advertising and marketing departments. Mrs. Wells received a Bachelor of Science degree in Communications from California State University, Fullerton in 1984.

Barbara Clark

Ms. Clark joined Cash Plus, Inc. as its Controller in October 2003. Prior to joining Cash Plus, Inc., 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. Ms Clark received her BA degree from Chapman College.

Murray Schacher

Mr. Schacher joined Cash Plus, Inc. as Vice President of Franchise Operations in February, 2005. Prior to joining Cash Plus, Inc., he was the North American Director of Direct Sales 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, area manager, district manager and site acquisitions. Prior to that time Mr Schacher owned an Apartment Rental publication franchise and owned his own restaurant.

Michelle Riddle

Ms. Riddle came to Cash Plus, Inc. as 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. Prior to coming to Cash Plus, Ms. Riddle was a customer service representative for K-Mart from 1995 to 2002. Ms. Riddle received a Bachelors degree in Business from California State University Fullerton.

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.

E. 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.

F. 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 1%, thereafter 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.

G. 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.

H. 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.

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 set forth 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.

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 set forth 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.

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.

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

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 infringement, opposition or cancellation proceedings or material litigation involving our principal trademarks. 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 are not obligated to participate in your defense or to indemnify you for damages if you are a party to a legal proceeding involving a trademark licensed by us or if the proceedings is resolved unfavorably to 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 thereafter. 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 set forth 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 such 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 offering circular.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Term of the Franchise	4.1	10 years.
b. Renewal or extension of the term.	4.2	You may renew the franchise for two 5 year renewal periods.
c. Requirements for renew or extend	4.2, 4.3	Sign new agreement. Pay a renewal fee of \$5,000
d. Termination by you.	None	
e. Termination by us without cause.	None	
f. Termination by Us 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 written notice in which to cure a default that can be cured.
h. "Cause" defined - defaults which cannot be cured.	20.3	Abandonment, insolvency, receivership, unauthorized sale, knowing understatement of sales, three defaults in 12 months, public health or safety dangers, 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 gives the impression that you are operating a CASH PLUS Store. See also 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 withhold our consent.

m. Conditions for our approval of transfer.	19.2 (b)	New franchisee must qualify, complete training, sign franchise agreement, 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 your business.	20.8, 20.9	We have the right to purchase your assets upon termination.
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 covenants 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.
u. Dispute resolution by arbitration or mediation.	21.1, 21.2	Most disputes must be resolved by arbitration.
v. Choice of forum.	None	
w. Choice of law.	22.1	Law of state where business located applies.

These states have statutes which may supersede the franchise agreement in your relationship with the Company including the areas of termination and renewal of your franchise: ARKANSAS (Stat. Section 70-8071, CALIFORNIA (Bus. & Prof. Code Sections 20000200431, CONNECTICUT (Gen. Stat. Section 42-133e et seq.) DELAWARE (Code, tit.), HAWAII (Rev. Stat. Section 482E-11, ILLINOIS (Rev. Stat. Chapter 121 111719-1720), INDIANA (Stat. Section 23-2-2.7), IOWA (Code Sections 523H.1-523H.171, MICHIGAN (Stat. Section 19.854 (27), MINNESOTA (Stat. Section 80C.141, MISSISSIPPI (Code Section 75-24-511, MISSOURI (Stat. Section 407.4001, NEBRASKA (Rev. Stat. Section 874011, NEW JERSEY (Stat. Section, 56:10-11, SOUTH DAKOTA (Codified Laws Section 375A-511, VIRGINIA (Code 13.1-557-574; 13.1-564), WASHINGTON (Code Section 19.100.1801, WISCONSIN (Stat. Section 135.031. These and other states may have court decisions, which may supersede the franchise agreement in your relationship with the Company including the areas of termination and renewal of your franchise.

Item 18.

PUBLIC FIGURES

We do not use any public figure to promote our franchises.

Item 19.

EARNING CLAIMS

Except as set forth below in this Item 19, we do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of a CASH PLUS Store or a CASH PLUS Kiosk Store. Actual results vary from area to area, and we cannot estimate the results of any particular franchise. The earnings claims figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

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	54	\$2,838	41%
2	52	\$5,359	31%
3	53	\$7,323	32%
4	51	\$9,164	33%
5	53	\$10,360	38%
6	57	\$11,181	37%
7	55	\$12,627	31%
8	52	\$13,179	33%
9	48	\$14,743	38%
10	49	\$15,266	37%
11	40	\$15,952	35%
12	44	\$16,699	36%
TOTAL		\$134,690	

[PLEASE SEE IMPORTANT NOTES ON NEXT PAGE.]

NOTES:

In March 1997, Cash Plus, Inc., under the ownership change described in Item 1, introduced a store with an updated look and products. We call it the "second generation" store, which is currently the required look and range of products and services you will offer. The actual averages of the monthly revenue for the first twelve months of operation for those stores is as listed above.

The above averages were computed from the unaudited sales and/or profit and loss statements submitted by franchisees. There are two principal-owned stores included in the above, and the manager of those stores submitted those figures. All applicable reports received as of October 15, 2005 are included.

Stores that opened between March 1997, and October 2005 are included. Stores that are opened less than one year as of October 15, 2005 have their revenues included only for the number of months they were open.

Item 20.

LIST OF OUTLETS

Franchised Store Status Summary
For Fiscal Years 2005, 2004 and 2003

STATE	TRANSFERS	CANCELED OR TERMINATED	NOT RENEWED	REACQUIRED BY FRANCHISOR	LEFT THE SYSTEM OTHER	TOTAL FROM LEFT COLUMNS	FRANCHISES OPERATING AT YEAR END
Arizona	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/0/0
California	3/5/2	0/3/2	3/4/2	0/0/0	3/0/0	9/12/8	48/53/53
Florida	0/0/0	1/1/0	0/0/0	0/0/0	0/0/0	1/1/0	5/3/4
Louisiana	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
Maryland	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
Michigan	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/1/1
Nevada	0/0/0	0/0/0	0/0/0	0/0/0	0/1/0	0/0/1	3/3/3
Ohio	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	5/1/0
Washington	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/2/2
Canada	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/1
Total	3/2/2	0/4/2	5/4/2	0/0/0	2/0/0	10/13/9	69/67/66

1) Note: Numbers are as of September 30 of each year.

2) The numbers in the "Total" column may exceed the number of franchises affected because several events may have affected the same store. For example, the same store may have had multiple owners.

Principal-Owned Stores Business Status Summary
For Fiscal Years 2005, 2004 and 2003

STATE	STORES OPENED DURING THE YEAR	TOTAL STORES OPERATING AT END OF YEAR
California	0/0/0	2/3/3
Total	0/0/0	2/3/3

Note: Numbers are as of September 30 of each year.

Projected Openings
As of September 30, 2005

STATE	FRANCHISE AGREEMENTS SIGNED BUT STORES NOT OPEN	PROJECTED FRANCHISE AGREEMENTS IN THE NEXT FISCAL YEAR	PROJECTED COMPANY OWNED OPENINGS NEXT FISCAL YEAR
California	10	12	0
Louisiana	0	0	0
Florida	1	4	0
Maryland	0	0	0
Michigan	1	1	0
Nevada	1	2	0
Ohio	4	3	0
Washington	0	1	0
Totals	17	23	0

Exhibit A lists the names, addresses and telephone numbers of our franchisees as of September 30, 2005.

Exhibit B lists the names, last known addresses and telephone numbers of franchisees who were terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business during fiscal year 2005, or who did not communicate with us within the 10 weeks after September 30, 2005.

Item 21.

FINANCIAL STATEMENTS

Attached are our audited financial statements for the fiscal years ended September 30, 2005, 2004 and 2003.

Item 22.

CONTRACTS

Attached are copies of all of the agreements for use regarding the offering circular of this franchise:

Franchise Agreement and Area Development Agreement

Item 23.

RECEIPT

THIS OFFERING CIRCULAR SUMMARIZES CERTAIN PROVISIONS OF THE FRANCHISE AGREEMENT, THE AREA DEVELOPMENT AGREEMENT AND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS OFFERING CIRCULAR AND ALL AGREEMENTS CAREFULLY.

IF CASH PLUS, INC. OFFERS YOU A FRANCHISE, CASH PLUS, INC. MUST PROVIDE THIS OFFERING CIRCULAR TO YOU BY THE EARLIEST OF:

- (1) THE FIRST PERSONAL MEETING TO DISCUSS OUR FRANCHISE; OR
- (2) TEN BUSINESS DAYS BEFORE THE SIGNING OF A BINDING AGREEMENT; OR
- (3) TEN BUSINESS DAYS BEFORE A PAYMENT TO CASH PLUS, INC.

YOU MUST ALSO RECEIVE A FRANCHISE AGREEMENT CONTAINING ALL MATERIAL TERMS AT LEAST FIVE BUSINESS DAYS BEFORE YOU SIGN A FRANCHISE AGREEMENT.

IF CASH PLUS, INC. DOES NOT DELIVER THIS OFFERING CIRCULAR IN TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON D.C., 20580, AND THE CALIFORNIA DEPARTMENT OF CORPORATIONS.

I have received a Uniform Franchise Offering Circular dated _____ . This Offering Circular includes the following Exhibits:

Exhibit A:	List of Current Franchisees
Exhibit B:	List of Former Franchisees
Exhibit C:	Financial Statements
Exhibit D:	Franchise Agreement
Exhibit E:	Area Development Agreement
Exhibit F:	List of State Administrators
Exhibit G:	California Appendix

Date

Franchisee

Print Name