



APPOINTMENT OF AGENT TRUST AGREEMENT AND SECURITY AGREEMENT

#10607

This Agreement is made this 6 day of Oct, 2009 by and between Continental Express Money Order Company, Inc. a California Corporation located at 1108 East 17th Street, Santa Ana, CA 92701 (hereinafter referred to as "Company"), and MSB INVESTMENT GROUP, INC. DBA OTAEZ CHECK CASHING doing business at 3848 INTERNATIONAL BLVD. OAKLAND, CA 94603 (hereinafter referred to as "Agent"), and is made with respect to the following facts:

- A. Company engages in business through agents in the sale of money orders.
- B. Agent desires to be appointed as an agent to sell Company's money orders to the general public and Company is willing to make such appointment, all on the terms and conditions hereinafter set forth.
- C. In consideration of the foregoing and the mutual promises and covenants hereinafter set forth the parties agree as follows:
 1. **Appointment**-Company hereby appoints Agent as an agent to sell Company's money orders to the general public on the terms and conditions hereinafter set forth, and Agent hereby accepts such appointment.
 2. **Agent's Undertaking**-Agent represents, warrants, and agrees that:
 - (a.) It will sell Company's money orders only for cash in lawful money of the United States and for an amount of cash not less than the face amount of each sold money order;
 - (b.) It will sell money orders only to the general public and not use any money order for the payment of any obligation of Agent, of any subsidiary or affiliate of Agent, of any employee, officer or director of Agent, of any owner, stockholder or partner of Agent, of any family member or relative of any such individuals;
 - (c.) It will pay company a fee for each money order sold by Agent as determined, from time to time, by Company;
 - (d.) It will maintain at its place of business complete books, records and accounts identifying and setting forth in detail and by serial number all sold and unsold money orders, the face amount of all money orders sold and the date of sale of each money order, which books records and accounts shall be available at all times for audit, investigation and examination by Company, its employees, agents, and representatives, and by the Superintendent of Banks, in the state agent conducts business;
 - (e.) It will hold in trust for Company, entirely separate and apart from Agent's other funds, all moneys received by Agent for the amount of sold money orders, together with Company's fee for each sold money order (hereinafter collectively referred to as "Trust Funds");
 - (f.) It will prepare and transmit to Company within three (3) business days of the sale of each money order, in the form required by Company, a report reflecting in detail the date issued, serial number and face amount of each sold money order, and it will concurrently with such report, transmit to Company, in immediately available funds, and in a manner designated by Company, the Trust Funds from the sale of each money order;
 - (g.) It will safeguard and protect all unsold money orders, and all equipment, display material, forms and other property furnished by Company, all of which shall be returned to Company promptly on Company's demand in as good condition as when received, ordinary wear and tear excepted;
 - (h.) It will not, during the term of this Agreement at any location covered by this Agreement, sell, advertise for sale or promote any money order other than those of Company. This exclusive Agreement shall extend to and cover all of Agent's future locations (new or acquired);
 - (i.) It will fully and faithfully comply with all instructions from time to time provided by Company with respect to Agent's recording, reporting and safeguarding of Company's money orders, Trust Funds and property;
 - (j.) It does hereby indemnify and agree to hold Company free and harmless from any loss, liability, costs, expense or damage resulting or arising directly or indirectly from (i) a breach of terms and conditions of this Agreement by Agent or by any of Agent's employees and representatives; (ii) the dishonesty of any employee of Agent whether acting alone or in concert with others; (iii) reporting errors, mis-statements, corrections or other adjustments, and (iv) money orders issued for amounts greater than that reported by Agent at the time of sale;
 - (k.) It will furnish to Company, if requested, a true and correct copy of its federal income tax return, extension requests and other documents filed with the Internal Revenue Service, all within 30 days after the filing of each such document;
 - (l.) It will furnish to Company, if requested, a true and correct copy of a personal financial statement as of the end of each calendar year; and
 - (m.) It will comply in all respects with all requirements imposed on money agents by the Superintendent of Banks, in the state agent conducts business.
 3. **Company's Undertakings**-During the term of this Agreement, company agrees to provide Agent with the following, all of which shall at all times remain the property of Company:
 - (a.) A supply of money orders and a money order imprinting machine for each location of Agent where Company's money orders are to be sold;
 - (b.) Standard forms from time to time required to be maintained by Agent in recording, summarizing and reporting Agent's money order transactions;
 - (c.) Such decals and other point of sale material as Company may from time to time deem appropriate to enable Agent to identify itself as an Agent for the sale of Company's money orders.
 4. **Security Agreement**-To secure performance by Agent of all the Agent's obligations and undertakings, Agent hereby grants to Company a continuing security interest in and to all of Agent's hereinafter described personal property (collectively referred to as "Collateral") and the following provisions shall apply:
 - (a.) The Collateral in which Agent grants Company a security interest consists of all Agent's presently owned, future and hereafter acquired accounts, negotiable instruments (including, but not limited to checks), cash, cash deposit accounts, inventory, furniture and equipment, premises lease and general intangibles wherever located, together with all of the proceeds and products of each, including, but not limited to the proceeds payable under and upon any insurance policies insuring any of the aforesaid Collateral against loss;
 - (b.) Agent will at all times at Agent's cost, maintain all of the Collateral in good order and repair; pay all taxes and assessments levied or assessed against any of the Collateral; and will insure the Collateral against loss, naming Company as an additional insured as its interest may appear, and Agent will deliver to Company annually a certificate from insurance carriers issuing such insurance policies evidencing the existence of such insurance and upon request of Company provide Company with duplicate copies of all such policies of insurance;
 - (c.) Agent shall be, and be deemed, in default of this Security Agreement upon the occurrence of any of the following events: (i) a breach or default by Agent of any of the terms and/or conditions on Agent's part to be performed under this Agreement; (ii) if any proceedings are commenced by or against Agent under the Federal Bankruptcy Code or any other state insolvency law or statute or if Agent makes a general assignment for the benefit of creditors; and (iii) if any attachment, execution or other legal process is levied against any of the property of Agent and remains undischarged for a period of 15 days thereafter;
 - (d.) In the event of any default by Agent, Company shall have and be entitled to: (i) Exercise all of the rights and remedies afforded to it under any of the provisions of this Agreement; (ii) Exercise all of the rights and remedies of a secured creditor following default as provided by the Uniform Commercial Code ("UCC") and, in addition, require Agent as debtor to assemble the Collateral and make its possession available to Company at places designated by Company and Company shall have the right to seek a judicially appointed receiver to take possession of all of the Collateral, to which Agent hereby consents; (iii) Apply the proceeds from the sale or other disposition of the collateral on default of Agent, first to the payment of reasonable attorneys' fees and legal expenses incurred by Company as a result of Agent's default and thereafter as provided in the Division 9 of the UCC; (iv) In addition to the foregoing Agent agrees to pay all reasonable attorneys' fees and expenses incurred by Company in enforcing any of its rights under this Appointment of Agent Trust Agreement and Security Agreement (and under other provisions of this Agreement) including, but not limited to, those incurred (a) in the institution of any state or federal court suit, (b) in seeking to obtain possession of, or disposition of, the collateral, and (c) in appearing in any bankruptcy case seeking to obtain relief from any provision of the bankruptcy code or seeking to enforce any of company's rights or remedies in such court; (v) The parties hereto agree that the Company shall be entitled to procure a prejudgment writ of attachment, attaching any and all property and assets of Agent;
 - (e.) Concurrently with the execution of this Agreement, Agent shall join in the execution of a UCC-1 Financing Statement upon which Company will be designated as secured party, Agent will be designated as debtor, and all of the Collateral described above will be described as Collateral therein;
 - (f.) A default by Agent of any term or condition contained in this Appointment of Agent Trust Agreement and Security Agreement shall constitute a default under any other agreement by and between Company and Agent, or any subsidiary or affiliate of Agent, or any owner, stockholder or partner of Agent, or of any family members or relatives of Agent; and
 - (g.) Agent agrees to execute such other and further documentation as may from time to time, be necessary or convenient to perfect or protect Company's security interest.

INITIALS

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5. **Safekeeping and Liability for a Loss**-Agent shall take all appropriate measures to safeguard and protect all unsold money orders, forms, Trust Funds, and company's materials, equipment and property, and shall insure the same against loss from all insurable risks (including fire and extended coverage, robbery, burglary, employee dishonesty and mysterious disappearance) on which policies Company shall be named as a co-insured and with loss payable to Company. Agent shall furnish Company with certificate or other satisfactory evidence that such coverage continues to be maintained in full force and that the insurance carrier is obligated to give Company not less than 10 days notice of any modification or cancellation. The Amount or limit of such insurance coverage shall not limit Agent's liability under this Agreement. In case of any loss or damage, Agent shall immediately notify Company giving full particulars of the loss and circumstances.
6. **Terms of Agreement**-The term of this Agreement shall commence upon the execution hereof by both parties. The Initial Term of this Agreement is five (5) years. Should the parties amend this Agreement (or any part or term), then this Initial Term shall commence to run as of the Effective Date of such amendment. This Agreement shall automatically extend for a five-year term until either party gives the other written notice of termination. Such notice must be received no later than ninety (90) days prior to the end of the term. However, Company may terminate this Agreement at any time without notice (a) in the event of breach by Agent of any obligation, (b) if Company believes Agent's financial condition is inadequate or unsound or (c) if Agent violates the Superintendent of Bank's rules and regulations in the state Agent conducts business. Upon termination, Agent shall immediately remit to Company all Trust Funds, all unsold money orders, all equipment, materials and all other property furnished by Company. Concurrent with termination, Agent shall fully account for all sold and unsold money orders. The termination, cancellation or suspension of this Agreement absolutely shall not terminate, void or negate Agent's obligations under any provision which is intended to survive termination, cancellation or suspension to include Paragraph 2(j).
7. **Assignment**-
 (a.) **NO ASSIGNABILITY BY AGENT**-The rights and obligations of Agent hereunder are not assignable or transferable without the written consent of Company first had and received.
 (b.) **ASSIGNABILITY BY COMPANY**-Company may assign its rights under this Agreement. Should Company assign its rights under this Agreement, Company's assignee shall be entitled, on written notice of the assignment given to Agent, to all performance required of Agent by this Agreement.
8. **General**-
 (a.) Time is hereby expressly declared to be of the essence of this Agreement.
 (b.) If Agent defaults in the prompt and complete performance of its obligations hereunder, or fails to promptly pay Company all sums and amounts payable hereunder, or to return Company's property and assets, or to otherwise comply with Company's requirements Agent agrees to pay reasonable attorney's fees incurred by Company in enforcing Agent's obligations, Company's Travel and Lodging expenses, in addition to an administrative fee of \$200.00. Agent further agrees to pay interest on any amounts owed to Company at an annual interest rate of twenty percent (20%), unless such rate is prohibited by law, in which case the interest rate shall be maximum rate allowed by law in the state agent conducts business.
 (c.) All notices required to be in writing under this agreement shall be addressed to each party at the address first set forth above. Any written notice shall be delivered in person, or by telegram, or mailgram, or by certified mail return receipt requested with postage prepaid. All notices given by telegram or mailgram shall be deemed delivered one business day after delivery to the telegraph company. All notices given by mail as aforesaid shall be deemed delivered three business days after the date such notice is so placed in a U.S. mail depository. Any oral notice may be given by telephone.
 (d.) Headings in this Agreement are inserted for convenience and identification only, and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision thereof.
 (e.) The failure of company to seek redress for violation of, or to insist upon the strict performance by Agent of any term or covenant or provision of this Agreement, shall not prevent a subsequent act, which would have originally constituted a violation from having the effect of an original violation.
 (f.) This instrument embodies the full and complete agreement of the parties. No alterations, modifications or amendments or changes therein shall be effective or binding upon the parties unless the same is reduced to writing, executed by Agent and executed by an authorized officer of Company.
 (g.) This Agreement has been executed in the State of California. All terms, provisions and the validity thereof shall be interpreted under the laws of the State of California. The rights and duties of the parties hereunder shall be governed by California law.
 (h.) Any suit brought by any party hereto to enforce any provision of this Agreement, or for damages for breach of this Agreement, shall be commenced and maintained exclusively in the state or federal courts sitting in Orange County, California.
 (i.) This agreement shall not become effective until it has been accepted by an authorized representative of the Company.

IN WITNESS WHEREOF, the parties have accepted and executed this Agreement on the day and year first above set forth.

AGENT: **MSB INVESTMENT GROUP, INC. DBA
OTAEZ CHECK CASHING**

By: William Souza 10/6/09
 Authorized Signatory Date
WILLIAM SOUZA, PRESIDENT
 By: Juan Gamino 10/06/09
 Authorized Signatory Date
JUAN GAMINO

COMPANY:
CONTINENTAL EXPRESS MONEY
ORDER COMPANY, INC.

By: Bradley W. Hausner 10/6/09
 Authorized Signatory Date
 Bradley W. Hausner, Chief Operating Officer

INDEMNITY AND GUARANTEE

To induce CONTINENTAL EXPRESS MONEY ORDER COMPANY, INC. to execute the foregoing Agreement, and in consideration of such execution and the delivery of money orders and other property to Agent, the undersigned, personally and jointly and severally, guarantee the prompt and complete performance by Agent of all obligations thereunder. The undersigned further agree(s) to indemnify CONTINENTAL EXPRESS MONEY ORDER COMPANY, INC. against any and all loss, damage, claim, liability or expenses (including, without limitation, attorneys' fees) resulting from the failure of Agent to pay or perform any obligations, under the terms of the aforesaid Agreement. The undersigned waive(s) any notice of acceptance of this Indemnity and Guarantee and any notice of default by Agent and agree(s) that action may be brought directly against any of the undersigned(s) irrespective of whether any action has been taken against Agent or any other undersigned. The undersigned hereby agrees to be bound by the provisions of California's Finance Code section 12300.3 pertaining to the imposition of a constructive trust on any and all assets and property of Guarantor. Undersigned(s) further agrees that in the event Agent fails to pay or perform any obligation under the aforesaid Agreement, Company shall be entitled to procure a judicially appointed receiver to take possession of any and all property and assets of undersigned(s) and procure a prejudgment writ of attachment, attaching any and all property assets of undersigned(s). This Indemnity and Guarantee shall remain in full force and effect without regard to any amendment, modification or extension of this Agreement. This Indemnity and Guarantee Agreement is governed by and interpreted under California state law.

By: William Souza 10/6/09 By: Kimberly A. Souza 10/6/09
 WILLIAM SOUZA Date KIMBERLY A. SOUZA Date
 By: Juan Gamino 10/6/09 By: Eva Gamino 10/6/09
 JUAN GAMINO Date EVA GAMINO Date