SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("Agreement") is entered into as of June 10, 2009 by and between the California Corporations Commissioner ("Commissioner"), on the one hand, and Mandalay Financial Services Corp. ("Mandalay") on the other hand, (hereinafter collectively "the Parties").

RECITALS

This Agreement is made with reference to the following facts:

A. Mandalay is licensed as a corporation that is authorized to conduct business in this State. Mandalay has its principal place of business located at 11510 Telegraph Road, Santa Fe Springs, CA 90760.

B. Zaw Maung ("Maung") is, and was at the time of the issuance of the Order described in paragraph D below, president of Mandalay and is authorized to enter into this Agreement on behalf of Mandalay.

C. Mandalay holds license number 100-3443 from the Commissioner under the California Deferred Deposit Transaction Law ("CDDTL") pursuant to California Financial Code sections 23005, 23008 and 23009.

D. On May 19, 2009, the Commissioner issued Citation(s) and Desist and Refrain Order (the "Order") to Mandalay for violations of the CDDTL, a copy of which is attached and incorporated herein as Exhibit "1." Mandalay was served with this Order on or about May 20, 2009.

E. It is the intention and desire of the parties to resolve this matter without the necessity of a hearing and/or other litigation.

NOW, THEREFORE, for good and valuable consideration, and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

1. Purpose. The purpose of this Agreement is to settle and resolve the matters between the parties hereto, for judicial economy and expediency, and to avoid the expense of a hearing, and possible further court proceedings.

2. Waiver of Hearing Rights. Mandalay and Maung acknowledge the right of Mandalay to a hearing under the CDDTL in connection with the Order and hereby waive that right to a hearing, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the CDDTL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law, and by waiving such rights, consent to the Order becoming final.

3. Advice of Counsel. Maung further acknowledges that he was advised to consult with counsel prior to entering into this Settlement Agreement and has decided not to consult with counsel.

4. Admissions. Mandalay admits the findings contained in the Order. The admissions of Mandalay are solely for the limited purposes of this proceeding.

5. Citations. Mandalay hereby agrees to pay to the Commissioner citations totaling THREE THOUSAND DOLLARS ($3,000) (the "Citations"). Mandalay shall pay the Citations by way of 10 equal installment payments of THREE HUNDRED DOLLARS ($300) to be paid on the first day of each month to commence on July 1, 2009. In the event the payment due date falls on a weekend or holiday, the payment shall be due the next business day. Mandalay shall make the checks for the payments payable to the California Department of Corporations and mail the checks to the attention and address of the Department of Corporations person listed in paragraph 20. Notices.

6. Future Actions by the Commissioner. The Commissioner reserves the right to bring any future action(s) against Mandalay or Maung or employees of Maung for any and all unknown or future violations of the CDDTL. This Agreement shall not serve to exculpate Mandalay, Maung, or employees of Mandalay from liability for any and all unknown or future violations of the CDDTL.

7. Failure to Timely Remit Citations and Refund. Mandalay and Maung acknowledge that failure to timely pay any payment installment under this Agreement shall be a breach of this Agreement and shall be cause for the Commissioner to immediately revoke any licenses held by, and/or deny any pending application(s) of Mandalay, its successors and assigns, by whatever names they might be known, and/or any company owned or controlled by Maung and Mandalay. Mandalay and Maung hereby waive any notice and hearing rights to contest such revocations and/or denial(s) which may be afforded under the CDDTL, the California Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law in connection therewith.

8. Effective Date. This Agreement shall not become effective until signed, and delivered by all parties.

9. Settlement Agreement Coverage. The parties hereby acknowledge and agree that this Agreement is intended to constitute a full, final and complete resolution of this matter. The parties further acknowledge and agree that nothing contained in this Agreement shall operate to limit the Commissioner's ability to assist any other agency, (county, state or federal) with any prosecution, administrative, civil or criminal, brought by any such agency against Mandalay based upon any of the activities alleged in this matter or otherwise.

10. Independent Legal Advice. Each of the Parties represents, warrants, and agrees that it has received or been advised to seek independent legal advice from its attorneys with respect to the advisability of executing this Agreement.

11. No Other Representation. Each of the parties represents, warrants, and agrees that in executing this Agreement it has relied solely on the statements set forth herein and the advice of its own counsel. Each of the parties further represents, warrants, and agrees that in executing this Agreement it has placed no reliance on any statement, representation, or promise of any other party, or any other person or entity not expressly set forth herein, or upon the failure of any party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The parties have included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to execute this Agreement; and (2) to preclude the introduction of parol evidence to vary, interpret, supplement, or contradict the terms of this Agreement.

12. Modifications and Qualified Integration. No amendment, change or modification of this Agreement shall be valid or binding to any extent unless it is in writing and signed by all of the parties affected by it.

13. Full Integration. This Agreement, including the attached Order, is the final written expression and the complete and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the parties with respect to the subject matter hereof, and supercedes all prior or contemporaneous agreements, negotiations, representations, understandings, and discussions between and among the parties, their respective representatives, and any other person or entity, with respect to the subject matter covered hereby.

14. No Presumption From Drafting. In that the parties have had the opportunity to draft, review and edit the language of this Agreement, no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected, to, or involving this Settlement Agreement. Accordingly, the parties waive the benefit of California Civil Code section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the party who caused the uncertainty to exist.

15. Counterparts. This Agreement may be executed in any number of counter-parts by the Parties, and when each Party has signed and delivered at least one such counterpart to the other Party, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement.

16. Headings and Governing Law. The headings to the paragraphs of this Agreement are inserted for convenience only and will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

17. Authority For Settlement. Each Party warrants and represents that such Party is fully entitled and duly authorized to enter into and deliver this Agreement. In particular, and without limiting the generality of the foregoing, each Party warrants and represents that it is fully entitled to enter into the covenants, and undertake the obligations set forth herein.

18. Public Record. Mandalay and Maung hereby acknowledge that this Agreement will be a matter of public record.

19. Voluntary Agreement. The Parties each represent and acknowledge that he, she or it is executing this Agreement completely voluntarily and without any duress or undue influence of any kind from any source.

20. Notices. Notice shall be provided to each party at the following addresses:

If to Mandalay:
Zaw Maung
Mandalay Financial Services Corp.
11510 Telegraph Road
Santa Fe Springs, CA 90670

If to the Commissioner to:
Steven C. Thompson
Special Administrator
Financial Services Division
Department of Corporations
320 W. 4th Street, Suite 750
Los Angeles, CA 90013-2344

IN WITNESS WHEREOF, the Parties hereto have approved and executed this Agreement on the dates set forth opposite their respective signatures.

Dated: _June 11, 2009_____

PRESTON DuFAUCHARD
California Corporations Commissioner

By_____
STEVEN C. THOMPSON
Special Administrator

Dated: _____

MANDALAY FINANCIAL SERVICES CORP.

By_____
ZAW MAUNG
President