

AMENDED
SETTLEMENT AGREEMENT

Items Number 6, 7 and 9 under Terms and Conditions of the Settlement Agreement (“Agreement”) entered into as of March 5, 2009, by and between the Complainant, the California Corporations Commissioner (“Commissioner”), and Hindsco, Inc. dba Cash Now Santa Rosa and Charles Hinds, President of Hindsco, Inc. (hereafter collectively, “the Parties” or “Respondents”) is hereby amended as follows:

TERMS AND CONDITIONS
(AMENDED)

6. CDDTL Transactions. Respondents hereby agree to forfeit and refund fees or charges in the amounts of \$19,424.30 and \$1,477 for different violations for a total of twenty thousand nine hundred one dollars and 30 cents (\$20,901.30) relating to fees associated with the CDDTL transactions described in the Administrative Action. Respondents agree to make refunds by March 6, 2010, to the clients identified in the document attached to the original Settlement Agreement as Exhibit B. Respondents agree to provide evidence satisfactory to the Department that the refunds have been offered and paid to Respondents’ clients and that any and all amounts remaining unclaimed by clients on March 6, 2010, shall escheat to the State of California.

7. Desist and Refrain Order and Citations. Respondents hereby agree to the Desist and Refrain Order and Citations attached as Exhibit A to the original Settlement Agreement and incorporated by reference without admitting or denying the facts therein. Complainant agrees to forego collection of citations in the amount of nineteen thousand six hundred and eighty dollars (\$19,680) if, and only if, Respondents make the required refunds as described in paragraph six (6), above. If refunds are not made by March 6, 2010, then the CDDTL license described above shall be revoked and the citations in the amount of nineteen thousand six hundred and eighty dollars (\$19,680) will immediately become due and payable to the Commissioner.

9. Failure to Make Consumer Refunds. Respondents acknowledge that by March 6, 2010 all refunds referred to in paragraph six (6) above will be made to the customers, and that failure to do so shall be a breach of this Agreement and shall be cause for the Commissioner to revoke Respondents’ license. Respondents waive any notice and hearing rights to contest such revocations or denials, which may be afforded under the Financial Code, the APA, the Code of Civil Procedure, or any other legal provisions.

This amendment to the original Agreement shall not become effective until signed by Respondents and delivered by all parties. This amendment to the original Agreement may be executed in any number of counterparts 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 amendment to the original Agreement.

The parties hereby acknowledge and agree that the original Settlement Agreement (“Agreement”) entered into as of March 5, 2009, by and between the Complainant, the California Corporations Commissioner (“Commissioner”) and Hindsco, Inc. dba Cash Now Santa Rosa and Charles Hinds, President of Hindsco, Inc. is to remain in full force and effect, with the exception of items 6, 7 and 9 under Terms and Conditions, which are included in this Amended Settlement Agreement.

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

Dated: _____

PRESTON DuFAUCHARD
California Corporations Commissioner

By _____
ALAN S. WEINGER
Lead Corporations Counsel
Enforcement Division

Dated: _____

By _____
CHARLES HINDS
An individual

HINDSCO INC. DOING BUSINESS AS SANTA ROSA CASH NOW

Dated: _____

By _____
CHARLES HINDS
Officer and Director