

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is entered into as of February 15, 2008 by and between the California Corporations Commissioner (“Commissioner”), on the one hand, and Gary Nicholas Wayman dba Postal Centre/Cashman and dba Cashman2/Postal Services (“Postal Centre”) and Gary Nicholas Wayman (“Wayman”) on the other hand, (hereinafter collectively “the Parties”).

RECITALS

This Agreement is made with reference to the following facts:

- A. Wayman is licensed as an individual authorized to conduct business in this State. Postal Centre has its principal place of business located at 993 C S. Santa Fe, Vista, CA 92803. Postal Centre has an additional licensed location at 1945 W. Vista Wy., Vista, CA 92083.
- B. Wayman is, and was at the time of the issuance of the Order described in paragraph D below, an individual authorized to enter into this Agreement on behalf of Postal Centre.
- C. Postal Centre holds license numbers 100-0683 and 100-0684 from the Commissioner under the California Deferred Deposit Transaction Law (“CDDTL”) pursuant to California Financial Code sections 23005, 23008 and 23009.
- D. On February 14, 2008, the Commissioner issued Amended Citation(s) and Desist and Refrain Order (the “Order”) to Postal Centre for violations of California Financial Code sections 23035 (c) (4), 23035 (c) and (6), 23037 (h), a copy of which is attached and incorporated herein as Exhibit “1.” Postal Centre was served with the Amended Order on or about February 15, 2008.
- 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.** Postal Centre and Wayman acknowledge the right of Postal Centre 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. Wayman 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. Postal Centre and Wayman admit the findings contained in the Order. The admissions of Postal Centre and Wayman are solely for the limited purposes of this proceeding.

5. Citations. Postal Centre hereby agrees to pay to the Commissioner citations totaling FIVE THOUSAND DOLLARS (\$5,000) (the "Citations"). Postal Centre shall pay the Citations by way of one payment of EIGHT HUNDRED AND TWENTYFIVE DOLLARS (\$825) on or before March 1, 2008 and (5) additional equal installment payments, with the first payment of EIGHT HUNDRED and THIRTYFIVE (\$835) on or before the first day of each month to commence on April 1, 2008. In the event the payment due date falls on a weekend or holiday, the payment shall be due the next business day. Postal Centre shall make the checks for the payments payable to the California Department of Corporations and mail the checks to 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 Postal Centre, Wayman or employees of Postal Centre for any and all unknown or future violations of the CDDTL. This Agreement shall not serve to exculpate Postal Centre, Wayman or employees of Postal Centre from liability for any and all unknown or future violations of the CDDTL.

7. Failure to Timely Remit Citations and Refund. Postal Centre and Wayman 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 Postal Centre, its successors and assigns, by whatever names they might be known, and/or any company owned or controlled by Wayman. Postal Centre and Wayman 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 Postal Connection 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.

Dated: _____

GARY NICHOLAS WAYMAN DBA
POSTAL CENTRE/CASHMAN and
CASHMAN2/POSTAL SERVICES

By _____
GARY NICHOLAS WAYMAN