

Security Device Pledge Agreement
(Ohio Revised Code Section 1315.07)
(Money Transmission Applicants Only)

State of Ohio
Department of Commerce
Division of Financial Institutions

THIS AGREEMENT, entered into this _____ day of _____, _____,
between _____ (the "Licensee"); _____, (the "Custodian");
and the State of Ohio, Department of Commerce, Division of Financial Institutions (the
"Division")

WITNESSETH:

WHEREAS, the Licensee is subject to the law regulating the business of money transmission in this state which law is codified in Sections 1315.01 through 1315.18 of the Ohio Revised Code;

WHEREAS, in order to comply with Section 1315.07 of the Ohio Revised Code and maintain its money transmitter license, the Licensee elects to pledge a security device for the benefit of any claimants against the Licensee in an amount acceptable to the Superintendent of Financial Institutions;

WHEREAS, the Licensee will provide for the custody of such security device by a custodian acceptable to the Superintendent, the compensation of any custodian to be paid by the Licensee; and

WHEREAS, the Licensee hereby designates _____ as Custodian hereunder and the Division accepts the Licensee's designation of Custodian.

NOW, THEREFORE, in order to comply with Section 1315.07 of the Ohio Revised Code, the Licensee deposits with the Custodian the following security device (the "Securities"):

Account Number
Security/Deposit Amount
Maturity Date
CUSIP #

It is agreed between the parties hereto that:

1. By executing this Security Device Pledge Agreement ("Agreement"), the Licensee agrees to grant the Division a security interest in the Securities. By executing this Agreement, the Custodian acknowledges the Division's security interest in the Securities.
2. By executing this Agreement, the Division, the Licensee and the Custodian agree that the Division has a first lien security interest in the Securities under the Ohio Uniform Commercial Code perfected by control.
3. Pursuant to Section 1315.07(A)(2) of the Ohio Revised Code, the Securities shall run to the Superintendent of Financial Institutions for the benefit of any claimants against the Licensee

to secure the faithful performance of the obligations of the Licensee with respect to its receipt of money from persons in this state for transmission.

4. Subject to the prior approval of the Division, the Securities may be exchanged from time to time for other security devices of an equal market value that qualify under the provisions of Section 1315.07 of the Ohio Revised Code.

5. As long as the Licensee is solvent, all interest or dividends on the Securities shall be payable to or in accordance with instructions of the Licensee.

6. The Licensee agrees to hold the Custodian harmless and agrees to indemnify the Custodian against any loss, liability, expense (including attorney's fees and expenses), claim or demand arising out of or in connection with the performance of its obligations under the Agreement, except for gross negligence or willful misconduct of the Custodian. The foregoing indemnities in this paragraph shall survive the resignation of the Custodian or the termination of the Agreement.

7. The Licensee shall maintain the Securities pursuant to Section 1315.07(D) of the Ohio Revised Code until the Division determines and gives written acknowledgement that the Licensee's outstandings, as defined by Section 1315.01(F) of the Ohio Revised Code, in this state all have been satisfied or the Division gives the Licensee written permission to reduce the Securities.

8. The Licensee, the Custodian, and the Division agree that in the event that the Securities are exchanged for or rolled into other security devices, including but not limited to funds or accounts, the Division shall have a perfected first lien security interest in the proceeds of the Securities unless the Division releases in writing its perfected first lien security interest in the proceeds of the Securities.

