

1 State of New Hampshire Banking Department

2

3 In re the Matter of:) Case No.: 07-009
)
 4 State of New Hampshire Banking) Consent Agreement
)
 5 Department,)
)
 6 Petitioner,)
)
 7 and)
)
 8 Moneygram International,)
)
 9 Respondent(s))
)
 10)
)
 11)

12 CONSENT AGREEMENT

- 13 I. For purposes of settling the above-referenced matter, among other
 14 things, the New Hampshire Banking Department (hereinafter referred to
 15 as "the Department") and Respondent Moneygram International
 16 (hereinafter referred to as "Respondent"), do hereby enter this
 Agreement and stipulate to the following:
- 17 1. The Respondent is licensed to conduct money transmissison
 activities by the Department.
 - 18 2. The Respondent's primary business is located at 1550 Utica Avenue
 19 South, Suite 10, Minneapolis, MN.
 - 20 3. The Department and the Respondent agree that New Hampshire's
 21 money transmitter licensing statute was effective as of August
 22 18, 2006.
 - 23 4. The Department alleges that activity by the Respondent may
 24 subject it to penalties.
- 25

1 5. The Respondent does not admit that it has committed any violation
2 of New Hampshire Banking Laws or Regulations but wishes to avoid
3 further formal process.

4
5 II. For purposes of amicably resolving and closing the above-referenced
6 matters the Respondent agrees to the following terms and conditions and the
7 Department accepts the same:

- 8 1. The Respondent agrees that it has voluntarily entered into this
9 Agreement without reliance upon any discussions between the
10 Department and Respondent, without promise of a benefit of any kind
11 (other than concessions contained in this Agreement), and without
12 threats, force, intimidation, or coercion of any kind.
- 13 2. The Respondent agrees to waive any and all rights to a hearing and
14 appeal thereof.
- 15 3. The Respondent agrees that it will not deny the factual basis for
16 this Agreement to which it has stipulated above and will not give
17 conflicting statements about such facts or its involvement in the
18 stipulated facts.
- 19 4. The Respondent agrees that all terms of this Agreement are
20 contractual and none is a mere recital.
- 21 5. The Respondent will pay \$10,000.00 as an administrative fee.
- 22 6. The Respondent acknowledges that failure to make payment as agreed
23 above will result in license action and administrative fines.

24 This Agreement represents the complete and final resolution of, and discharge
25 of any basis for any civil or administrative proceeding by the Department
 against the Respondent in connection with any actions or omissions by the
 Respondent through the date of this Order; provided, however, this release
 does not apply to facts not known by the Department or not otherwise provided
 by the Respondent to the Department as of the date of this Order nor to
 actions for Restitution under RSA 383:10-d. The Department expressly
 reserves its right to pursue any administrative or civil action or remedy
 available to it should the Respondent breach this Agreement or in the future
 violate the Act or rules and orders promulgated thereunder.

