

1 State of New Hampshire Banking Department

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3 In re the Matter of:) Case No.: 07-078
)
 4 State of New Hampshire Banking) Consent Order
)
 5 Department,)
)
 6 Petitioner,) *Applies to Respondent
) Dana Smith only
 7 and)
)
 8 Dana Capital Group, Inc., Dana Smith,)
)
 9 and Amanda Smith,)
)
 10 Respondents

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 Dana Smith (hereinafter referred to
 16 as "Respondent D. Smith"), do hereby enter this Agreement and stipulate
 17 to the following:
 18 1. Respondent Dana Capital Group Inc. (hereinafter "Respondent Dana")
 19 was licensed to conduct mortgage banking in New Hampshire by the
 20 Department at the time this action was initiated.
 21 2. During the times relevant to this cause Respondent D. Smith was
 22 an owner and the President of Respondent Dana.
 23 3. The Department alleges Respondents committed various violations
 24 of Chapter 397-A and issued an Order to Show Cause why Respondent
 25 Dana's license should not be revoked and why all Respondents
 should not be ordered to pay fines.
 4. Respondents were properly served with the Order and a Notice of
 Hearing in this case.

1 5. All Respondents were issued default judgments on May 22, 2007.

2 6. Respondent D. Smith moved to strike the default judgment against
3 himself personally and currently has a hearing scheduled for
4 September 6, 2007.

5 7. Respondent D. Smith does not admit that he committed any
6 violation of New Hampshire Banking Laws or Regulations but wishes
7 to avoid further formal process.

8 II. For purposes of amicably resolving and closing the above-referenced
9 matters Respondent Smith agrees to the following terms and conditions and the
10 Department accepts the same:

- 11 1. Respondent D. Smith agrees that he has voluntarily entered into this
12 Agreement without reliance upon any discussions between the
13 Department and Respondent D. Smith, without promise of a benefit of
14 any kind (other than concessions contained in this Agreement), and
15 without threats, force, intimidation, or coercion of any kind.
16 Respondent D. Smith further acknowledges his understanding of the
17 nature of the offenses stated above, including the penalties
18 provided by law.
- 19 2. Respondent D. Smith agrees to waive any and all rights to a hearing
20 and appeal thereof.
- 21 3. Respondent D. Smith agrees that he will not deny the factual basis
22 for this Agreement to which he has stipulated above and will not
23 give conflicting statements about such facts or his involvement in
24 the stipulated facts.
- 25 4. Respondent D. Smith agrees that all terms of this Agreement are
contractual and none is a mere recital.
5. Respondent Smith agrees to pay an administrative penalty of
\$5,000.00.
6. Respondent D. Smith does not object to the possible removal of
Amanda Smith from this action.
7. Respondent D. Smith shall not be involved in any New Hampshire
mortgage business for a period of three years from the signing of
this agreement.

