

1 State of New Hampshire Banking Department

2 In re the Matter of:) Case No.: 07-131
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3 State of New Hampshire Banking) Order to Show Cause
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4 Department,)
) Consent Order
5 Petitioner,)
))
6 and)
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7 Prime One Mortgage Inc.,)
))
8 Respondent)
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9
10 CONSENT ORDER

11 I. For purposes of settling the above-referenced matter, among other
12 things, the New Hampshire Banking Department (hereinafter referred to
13 as "the Department") and Respondent Prime One Mortgage Inc.
14 (hereinafter referred to as "Respondent"), do hereby enter this
Agreement and stipulate to the following:

- 15 1. Respondent was licensed to conduct mortgage brokering in New
16 Hampshire by the Department during 2006.
- 17 2. The Department and Respondent agree that Respondent was subject
18 to examination and certain reporting requirements as a result of
such licensure.
- 19 3. The Respondent admits it failed to comply with examination
20 requests.
- 21 4. The Respondent admits it failed to submit an annual report for
22 2006.

23 II. For purposes of amicably resolving and closing the above-referenced
24 matters the Respondent agrees to the following terms and conditions and the
25 Department accepts the same:

1. The Respondent agrees that it has voluntarily entered into this Agreement without reliance upon any discussions between the Department and Respondent, without promise of a benefit of any kind (other than concessions contained in this Agreement), and without threats, force, intimidation, or coercion of any kind. The Respondent further acknowledges its understanding of the nature of the offenses stated above, including the penalties provided by law.
2. The Respondent agrees to waive any and all rights to a hearing and appeal thereof.
3. The Respondent agrees that it will not deny the factual basis for this Agreement to which it has stipulated above and will not give conflicting statements about such facts or its involvement in the stipulated facts.
4. The Respondent agrees that all terms of this Agreement are contractual and none is a mere recital.
5. The Respondent agrees it is subject to an administrative penalty of \$5,000.00.
6. The Department agrees to waive \$3,000 of said penalty on receipt of Respondents compliance with its further agreements herein.
7. Respondent consents to having its license status being changed to REVOKED.
8. Respondent will submit the 2006 annual report simultaneously with this agreement and pay the corresponding fine for its late submission.
9. Respondent will immediately comply with any effort by the Department to examine the 2005 or 2006 activity of Respondent.
10. Donna Hurley, President of Respondent, hereby agrees to a prohibition on her involvement in any New Hampshire mortgage business in any capacity for a period of three years commencing from the date of the Commissioner's execution of this agreement.
11. The Respondents acknowledge that failure to make payment as agreed above will result in imposition of the suspended fine, further administrative fines, and possible criminal liability.

This Agreement represents the complete and final resolution of, and discharge of any basis for any civil or administrative proceeding by the Department against the Respondents for violations arising as a result of or in connection with any actions or omissions by the Respondents through the date

1 of this Order as it applies to unlicensed activity; provided, however, this
2 release does not apply to facts not known by the Department or not otherwise
3 provided by the Respondents to the Department as of the date of this Order
4 nor to actions for Restitution under RSA 383:10-d. The Department expressly
5 reserves its right to pursue any administrative or civil action or remedy
6 available to it should the Respondents breach this Agreement or in the future
7 violate the Act or rules and orders promulgated thereunder.

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