

Nos. 145, 146, Original

In the Supreme Court of the United States

DELAWARE,
Plaintiff,
v.

PENNSYLVANIA and WISCONSIN,
Defendants.

ARKANSAS, *et al.*,
Plaintiffs,
v.

DELAWARE,
Defendant.

On Exceptions to Report of Special Master

**APPENDIX TO REPLY OF DEFENDANTS
IN NO. 145 AND PLAINTIFFS IN NO. 146
TO DELAWARE'S EXCEPTIONS TO FIRST
INTERIM REPORT OF SPECIAL MASTER
AND SUPPORTING BRIEF**

VOLUME II

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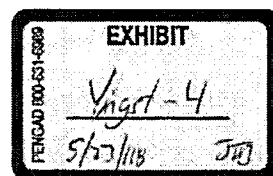
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Supreme Court of the United States

DELAWARE, *PLAINTIFF*,

v.

DOCKET NOS. 220145 & 220146 (CONSOLIDATED)

ARKANSAS, ET AL., *DEFENDANTS*.

AFFIDAVIT OF JENNIFER WHITLOCK

COUNTY OF HENNEPIN)
) ss.
 STATE OF MINNESOTA)

JENNIFER WHITLOCK, being first duly sworn, hereby deposes and says.

1. I am the Head of Global Supply Chain for MoneyGram International ("MoneyGram"). I make this affidavit from my own personal knowledge and from my review of documents and records maintained by MoneyGram.

2. Attached as Exhibits A, B, C, D, and E hereto are sample templates of a MoneyGram "Money Order."

3. Attached as Exhibits F and G hereto are MoneyGram templates for a "Money Order" setting forth the printing specifications for a Money Order.

4. The attached print specifications for Money Orders have not been materially changed or altered from 2000 to 2017. For example, the "Issuer/Drawer" terminology and "Payable through" nomenclature have generally not changed, though the financial institution through which the items are payable has changed over the years.

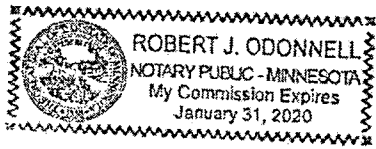
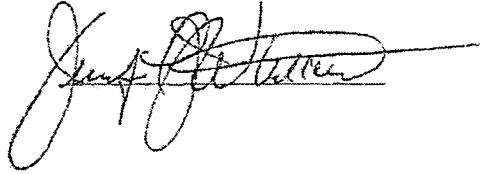
5. To the best of my knowledge, all MoneyGram Money Orders issued between 2000 and 2017 would be substantially similar to the sample item attached hereto, with the exception that there have been changes to the terms and conditions

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MG 002688

on the back of the money order relating to service fees and the like during this period.

Sworn to before me this
7th day of December, 2017
Randa Russell
Notary Public



177 1525 600

EXHIBIT A

NON-NEGOTIABLE

177 15256000H

177 1525 600

REFER TO THIS NUMBER FOR PROMPT SERVICE

DATE _____
PURCHASER'S RECEIPTMONEY
ORDER WAS
PAID TO _____

NON-NEGOTIABLE

AMOUNT _____

DOLLARS

TERMS: PLEASE READ THE TERMS OF THIS MONEY ORDER ON THE REVERSE SIDE.

M 54143-V 494 1/13 250/2000

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.



INTERNATIONAL MONEY ORDER

To Validate: Touch the stop sign,
then watch it fade and reappear
MONEY ORDER
177 1525 600
 VOID OVER \$1000.00
75-53
919

DATE _____

PAY THE
SUM OF

 PAY TO THE
 ORDER OF /
 PAGAR A LA
 ORDEN DE:

 ISSUER/DRAWER:
 MONEYGRAM PAYMENT SYSTEMS, INC.

 Payable Through
 Wells Fargo Bank, N.A.
 Fairbault, MN

SIGNATURE _____

 PURCHASER, SIGNER FOR DRAWER/
 COMPRADOR, FIRMA DEL LIBRADOR

ADDRESS / DIRECCIÓN: _____

BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE.

CONFIDENTIAL

10919005331: 177 15256000H 90

MG 002690

PURCHASER'S AGREEMENT

You, the purchaser, agree to immediately surrender this Money Order by filling in the form at the Money Order, signing, and addressing it as the bottom. The terms of this Money Order and your order form, or other one which this Money Order may have, shall apply to you.

SERVICE CHARGE

If this Money Order is not used or cashed (payment for payment) within one year of the purchase date, there will be a service charge of \$2.00 per month (18.00%) per month if not paid or cashed within three years of the purchase date, and no refund will be made.

RESTRICTIONS ON USE

The Money Order is not valid for cashing or payment for payment within three years of the purchase date, and no refund will be made.

The Money Order is not valid for cashing or payment for payment within three years of the purchase date, and no refund will be made.

LIMITED RECOURSE

This Money Order will not be paid if it has been forged, altered, or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

Purchaser's Proof of Purchase

If the purchaser's responsibility to keep a copy of this form for their records is not met, the purchaser's responsibility to keep a copy of this form for their records is not met. The purchaser's responsibility to keep a copy of this form for their records is not met. The purchaser's responsibility to keep a copy of this form for their records is not met.

For additional questions, please call 1-800-542-3590.

For more information, please call 1-800-542-3590.

For more information, please call 1-800-542-3590.

MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55486
1-800-542-3590
www.moneygram.com

LIMITED RECOURSE

This Money Order will not be paid if it has been forged, altered, or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

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The Money Order is not valid for cashing or payment for payment within three years of the purchase date, and no refund will be made.

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App. 19

For additional questions, please call 1-800-542-3590.
For more information, please call 1-800-542-3590.

MONEYGRAM
MG 002688-002707

EXHIBIT B

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

MoneyGram. INTERNATIONAL MONEY ORDER 75-53
618

To Validate: Touch the stop sign, then watch it fade and reappear

1463046400
VOID OVER \$1000.00

DATE _____

PAY THE SUM OF **1463046400**

PAY TO THE ORDER OF / PAGAR A LA ORDEN DE: **1463046400**

ISSUED/DRAWN BY: MONEYGRAM PAYMENT SYSTEMS, INC.
Payable Through Wells Fargo Bank, N.A. Fairbault, MN

SIGNATURE PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

ADDRESS / DIRECCIÓN

BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE

⑆091900533⑆146 30464000⑈ 90


CONFIDENTIAL

MG 002692

MoneyGram Payment Systems, Inc.	FILE COPY NON-NEGOTIABLE	1463046400	AGENT DETACH THIS COPY
<small>NOTICE TO PURCHASER: THIS COPY OF YOUR MONEY ORDER WAS GIVEN TO YOU IN ERROR. PLEASE RETURN IT IMMEDIATELY TO THE PLACE WHERE YOU BOUGHT IT. THANK YOU.</small>		DATE _____	
<small>PLEASE PLEASE RETAIN THIS COPY FOR YOUR RECORDS AND/OR USE WHEN REPORTING SOLD ITEMS VIA TELEPORT</small>			
		1463046400C#	

CONFIDENTIAL

MG 002694

 MoneyGram. <small>MEMBER</small>	INTERNATIONAL MONEY ORDER	
	1463046400	
PAY THE SUM OF	DATE	PURCHASER'S RECEIPT
PAY TO THE ORDER OF/ PAGAR A LA ORDEN DE:	NON-NEGOTIABLE	
ADDRESS / DIRECCIÓN:		CONTRACT
TERMS: PLEASE READ THE TERMS OF THIS MONEY ORDER ON THE REVERSE SIDE. www.moneygram.com		

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MG 002695

THE NEW YORK TIMES

REPORTER'S COMMENTS: The article, which appeared in the Morning edition of the Times, is a long and detailed report on the activities of the various groups and individuals who are active in the New York area. The article is written in a straightforward, factual style, and is well organized and easy to read.

The article is written in a straightforward, factual style, and is well organized and easy to read. It provides a comprehensive overview of the various groups and individuals who are active in the New York area, and is a valuable resource for anyone interested in the subject.






The article is written in a straightforward, factual style, and is well organized and easy to read. It provides a comprehensive overview of the various groups and individuals who are active in the New York area, and is a valuable resource for anyone interested in the subject.


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NEW YORK TIMES
100 N. YORK ST., NEW YORK 17, N.Y.
1,500-2,500
www.nytimes.com

EXHIBIT C

		INTERNATIONAL MONEY ORDER	
<p>To Validate: Touch the stop sign, then watch it fade and reappear</p> 			
<p>R205900000000</p>	<p>PAY TO THE ORDER OF: </p> <p>PAGAR A LA ORDEN DE: </p>		<p>PAY EXACTLY</p>
	<p>IMPORTANT - SEE BACK BEFORE CASHING</p>		
	<p>PURCHASER, SIGNER FOR DRAWER / CONTRADOR, FOMAL DEL LIBRADOR.</p> <p>PURCHASE BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER FEES ON THE REVERSE SIDE.</p>		
	<p>ADDRESS / DIRECCIÓN: </p>		
<p>Payable Through: BOYS, INC. Erie, NY</p>		<p>ISSUER/DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.</p>	
<p>⑆ 103101864⑆ 2059 00000000⑆ 90</p>			



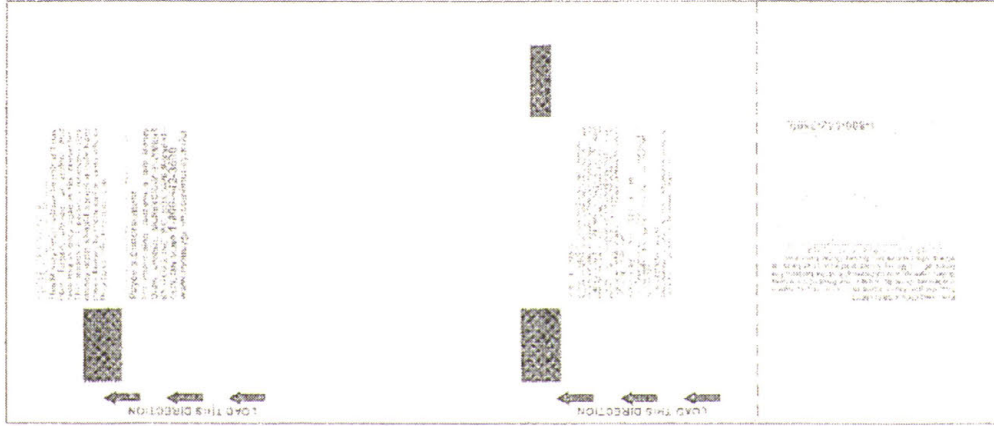
R205900000000

⑆ 103101864⑆ 2059 00000000⑆ 90

KEEP A COPY OF THIS STOP FOR YOUR RECORDS! MANTENGA UNA COPIA DE ESTE RECIBO PARA SU ASESORIA.

CONFIDENTIAL

MG 002697



CONFIDENTIAL

App. 26

MG 002698

MG 002688-002707

EXHIBIT D

M 15172-V
614 2005090 1/13

**PURCHASER
PLEASE
COMPLETE
AT ONCE**

**FILL IN
THE DATE** ▶

**WHOM ARE
YOU PAYING?** ▶

**ENTER
THE AMOUNT**

**SIGN, PRINT
YOUR ADDRESS** ▶

Valid Money Order includes: 1. Heat sensitive, red stop sign AND 2. Contains a True Watermark hold up to light to view.

MoneyGram.

INTERNATIONAL MONEY ORDER

000 0000 000

ISSUER/DRAWER:
MONEYGRAM PAYMENT SYSTEMS, INC.

To Validate: Touch the stop sign,
then watch it fade and reappear

DATE 75-53
919

PAY TO THE
ORDER OF: /
PAGAR A LA
ORDEN DE:

AMOUNT

PURCHASER, SIGNER FOR DRAWER / COMPRADOR, FIRMA DEL LIBRADOR

Payable Through
Wells Fargo Bank, N.A.
Fenbault, MN

SIGNATURE

ADDRESS: /
DIRECCIÓN:

BY SIGNING YOU AGREE TO THE SERVICE CHARGE AND OTHER TERMS ON THE REVERSE SIDE.

90

⑆091900533⑆000 00000000⑆ 90


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MG 002699

MoneyGram Payment Systems, Inc.	FILE COPY	000 0000 000	AGENT DETACH THIS COPY
	NON-NEGOTIABLE		
FEE \$ _____	NOTICE TO PURCHASER: THIS COPY OF YOUR MONEY ORDER WAS GIVEN TO YOU IN ERROR. PLEASE RETURN IT IMMEDIATELY TO THE PLACE WHERE YOU BOUGHT IT. THANK YOU.		
FILE: PLEASE RETAIN THIS COPY FOR YOUR RECORDS AND/OR USE WHEN REPORTING SOLD ITEMS VIA TEXPORT.	DATE _____		
AMOUNT			
000000000000CII*			

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MG 002701

 MoneyGram.	INTERNATIONAL MONEY ORDER
	000 0000 000
	REFER TO THIS NUMBER FOR PROMPT SERVICE
PAY TO THE ORDER OF / PAGAR A LA ORDEN DE:	DATE _____ PURCHASER'S RECEIPT
NON-NEGOTIABLE	
AMOUNT _____	DOLLARS _____
TERMS: PLEASE READ THE TERMS OF THIS MONEY ORDER ON THE REVERSE SIDE <small>www.moneygram.com</small>	

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MG 002702

TERMS OF THIS MONEY ORDER**PURCHASER'S AGREEMENT:**

You, the purchaser, agree to immediately complete this Money Order by filling in the front of the Money Order, signing, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

SERVICE CHARGE:

If this Money Order is not used or cashed (presented for payment) within one year of the purchase date, there will be a non-refundable service charge of \$1.50 per month. The service charge will be charged to the purchaser's account. The amount of the service charge is one dollar and fifty cents (\$1.50) per month from the date of purchase, not to exceed \$126 in total or such lesser amounts as may otherwise be permitted by applicable law.

STATE SERVICE CHARGE EXCEPTIONS:

Money orders purchased in Minnesota are not subject to the service charge within three years of the purchase date; not to exceed \$1.50.

RESTRICTIONS ON USE:

This money order cannot be used to pay personal or business obligations.

LIMITED RECOURSE:

This Money Order will not be paid if it has been forged, altered, or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

Purchaser's Proof of Purchase:

If the purchaser's information is lost, a copy of this stub for their receipt. A Claim Card is REQUIRED to process a refund or a claim on a lost or stolen money order. Claim Cards may be downloaded from our web site at www.moneygram.com/moneyorder or from the location where the money order was purchased or any MoneyGram money order agent. Complete the entire form and mail it with a copy of this stub to the address on the claim card.

For additional questions, please call 1-800-542-3590.

Para recibir más información en español, por favor llamar al 1-800-542-3590.

MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
1-800-542-3590
www.moneygram.com

EXHIBIT E

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A HOLOGRAM & A HEAT REACTIVE THERMOCHROMIC ICON. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

12345678

AGENT CHECK MONEY ORDER

5-208
110

AGENT FOR MONEYGRAM



PAY

TO
THE
ORDER
OF

SAMPLE-VOID

PURCHASER, BY SIGNING YOU AGREE TO THE SERVICE
CHARGE AND OTHER TERMS ON THE REVERSE SIDE

DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.
PO BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: THE BANK OF NEW YORK MELLON
EVERETT, MA

PURCHASER, SIGNER FOR DRAWER

⑈ 12345678 ⑈ ⑆ 011007092⑆ 0170012345678 ⑈

CONFIDENTIAL

MG 002704

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE AS A MONEY ORDER THE FOLLOWING APPLIES:

UNPAID ACCOUNTS: Immediately complete this Money Order by filling in the front of this Money Order, signing, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or agent who receive this Money Order from you.

Payee's Endorsement

For information concerning this Money Order, contact: MONEYGRAM PAYMENT SYSTEMS, INC.

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE AS A MONEY ORDER THE FOLLOWING APPLIES:

TERMS OF THIS MONEY ORDER

PURCHASER'S AGREEMENT:

Immediately complete this Money Order by filling in the front of this Money Order, signing, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or agent who receive this Money Order from you.

SERVICE CHARGE:

If this Money Order is not used or cashed (presented for payment) within one year of the purchase date, there will be a service charge of \$21.00. The service charge will be deducted from the face amount of this Money Order. The amount of the service charge is not dollar and fifty cents (50¢) if the Money Order is cashed or used within one year of the purchase date. In total or such lesser amounts as may otherwise be permitted by applicable law.

STATE SERVICE CHARGE EXCEPTIONS:

CALIFORNIA: Service charge \$2.25 per month if not used or cashed within three years of the purchase date; not to exceed \$21.

RESTRICTIONS ON USE:

This business or person selling this Money Order cannot use it to pay personal or business obligations.

LIMITED RECOURSE:

This Money Order will not be paid if it has been forged, altered or stolen, and recourse is only against the person(s) who issued the Money Order. If the Money Order is cashed or used, the money order should accept liability from those known to them and against whom they have effective recourse.

If the need arises to trace this Money Order, return to the place of purchase to fill out the proper forms.

PURCHASER'S AGREEMENT:

Immediately complete this Money Order by filling in the front of this Money Order, signing, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

SERVICE CHARGE:

If this Money Order is not used or cashed (presented for payment) within one year of the purchase date, there will be a service charge of \$21.00. The service charge will be deducted from the face amount of this Money Order. The amount of the service charge is not dollar and fifty cents (50¢) if the Money Order is cashed or used within one year of the purchase date. In total or such lesser amounts as may otherwise be permitted by applicable law.

STATE SERVICE CHARGE EXCEPTIONS:

CALIFORNIA: Twenty-five cents (\$0.25) per month if not used or cashed within three years of the purchase date; not to exceed \$21.

RESTRICTIONS ON USE:

This business or person selling this Money Order cannot use it to pay personal or business obligations.

CONFIDENTIAL

App. 33

MG 002705

MG 002688-002707

EXHIBIT F

[illegible]

EXHIBIT G

AGENT CHECK MONEY ORDER-NEW MICR

INSTRUCTIONS FOR PRINTING COMMON MACHINE LANGUAGE CHARACTERS (13-4 ON CHECKS USING MAGNETIC INK)

AGENT FOR MONEYGRAM

(includes the printed name and signature area)

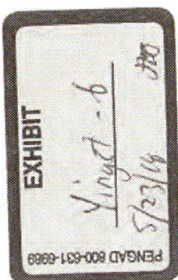
Amount to be paid
On the basis of the
MONEYGRAM - \$3,841

is authorized for the amount of
DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 848 MINNEAPOLIS, MINN 55408
DRAWEE: FIRST INTERSTATE BANK

NO MAGNETIC PRINTING OTHER THAN CODING BELOW THIS LINE

BILLING: MT

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EF ELIZABETHTON FEDERAL
SAVINGS BANK
112-114 NORTH SYCAMORE STREET
ELIZABETHTON, TENNESSEE 37643

Deposits federally insured up to \$100,000

382223
2709
110

05/13/70

PAY FIVE THOUSAND AND 00/100

DOLLARS \$ 5,000.00

TELLER'S CHECK

DRAWER: ELIZABETHTON FEDERAL SAVINGS BANK

TO THE ORDER OF

26

ISSUED BY: MONEX/ROM PAYMENT SYSTEMS, INC.
P.O. BOX 5076, JENNINGS, OK 74650
DRAWEE: EVERETT, WA

⑈ 382223 ⑈ ⑈ 011007092⑈ 0160010524602⑈

Teller's Check

For Deposit Only By
Elizabethton Federal Sav Bank
Elizabethton, TN 37643
⑈ 2842-7128-0 ⑈

1558888411217 - 8803 - 891413 - 8254271286

CONFIDENTIAL MG0002395

MG0002394

EXHIBIT
Yingst-7
5/23/16 JH

11 9 2 1 0 0 0 1 1 1 5 0 1 1 0 0 0 0 1 2 0 0 0 0 3 9 1 1

THIS DOCUMENT CONTAINS NEITHER RECOMMENDATIONS NOR CONCLUSIONS OF THE NATIONAL BUREAU OF STANDARDS. IT IS THE PROPERTY OF THE NATIONAL BUREAU OF STANDARDS AND IS LOANED TO YOUR AGENCY; IT AND ITS CONTENTS ARE NOT TO BE DISTRIBUTED OUTSIDE YOUR AGENCY.

076526C VA / 0000050



DRAWER: MONEIGHAM PAYMENT SYSTEMS, INC
P.O. BOX 8476, MINNEAPOLIS, MN 55480
DRAWEE: BOB F. NA
EUFORA, OK

49-54
YOST

No. 921000

CHECK NO.

DATE _____

CHECK AMOUNT

VOID

EXPENSE CHECK

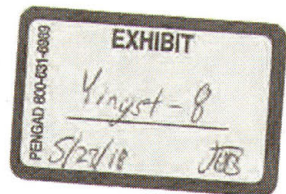
PAY

TO
THE
ORDER
OF

PROOF

11 9 2 1000 11 1: 103 10055 1:0 1 500 1 1885735 11

921000



113403

PERSONAL MONEY ORDER

DRAWN BY
MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 975, WASHINGTON, DC 20009
DRAWN AT
WASHINGTON, D.C.

MERCER SAVINGS*
BANK

AGENT FOR MONEYGRAM

84 JUL
2010

DATE September 13, 2010

**\$32.70

PAY TO THE
ORDER OF

\$32 DOLLARS AND 70 CENTS OH902578066640274 NOT VALID FOR AMOUNTS OVER \$1,000.00

REMITTER

(PRINT)

ADDRESS

PURCHASER'S ADDRESS

113403* 462120012616551
COE10305680170010542150*

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE
AS A MONEY ORDER THE FOLLOWING APPLIES:

LIMITED RECOURSE:

This Money Order will not be paid if it has been forged,
altered or stolen, and recourse is only against the
endorser. This means that persons receiving this
Money Order should accept it only from those known
to them and against whom they have effective
recourse.

Payee's Endorsement:

For information concerning this Money Order,
contact MONEYGRAM PAYMENT SYSTEMS, INC.

Deposit Only
2010 Pay Any Bank
9000 PEG CITIBANK OH
122401710<

PURCHASER'S AGREEMENT:

You, the purchaser, agree to immediately complete
this Money Order, signing the line at the bottom, the
terms of the Money Order, and your name, or
others who received this Money Order from you.

SERVICE CHARGE:

If this Money Order is cashed or cashed (presented
for payment) within one year (three years in CA) of the
purchase date, there will be a non-refundable service
charge which will be deducted from the amount of payment
shown on the Money Order. The service charge is fifty
cents (twenty-five cents in CA) per month from the date
of purchase, but not more than \$2.50 (one dollar in CA).

RESTRICTIONS ON USE:

The business or person selling this Money Order
cannot use it to pay personal or business obligations.

Agent Check Money Order

CONFIDENTIAL MG0002394

MG0002394

OFFICIAL CHECK

2731200



ISSUED BY: MONEYGAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476 MINNEAPOLIS, MN 55485
DRAWEE: BOKF, NA
EUFALA, OK
DATE

49-551631

PAY

VOID

TO
THE
ORDER
OF

NAME OF REMITTER

ADDRESS

DRAWER: BANCORPSOUTH

PROOF

BY
AUTHORIZED SIGNATURE

⑈ 2731200⑈ ⑆ 103100551⑆ 0160011959386⑈

OFFICIAL CHECK

2731200



ISSUED BY: MONEYGAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476 MINNEAPOLIS, MN 55485
DRAWEE: BOKF, NA
EUFALA, OK
DATE

49-551631

PAY

TO
THE
ORDER
OF

NAME OF REMITTER

ADDRESS

DRAWER: BANCORPSOUTH

NON NEGOTIABLE
CREDIT COPYBY
AUTHORIZED SIGNATURE

⑈ 2731200⑈ ⑆ 5533⑆ 0000⑆ 32722530⑈

OFFICIAL CHECK

2731200



ISSUED BY: MONEYGAM PAYMENT SYSTEMS, INC.
P.O. BOX 9476 MINNEAPOLIS, MN 55485
DRAWEE: BOKF, NA
EUFALA, OK
DATE

49-551631

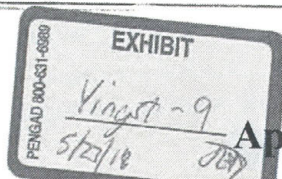
PAY

TO
THE
ORDER
OF

NAME OF REMITTER



ADDRESS

DRAWER: BANCORPSOUTH

NON NEGOTIABLE
CUSTOMER COPYBY
AUTHORIZED SIGNATURE

App. 54

PA_0000347

OFFICIAL CHECK		2615625
 BancorpSouth		ISSUED BY: MICRONAL PAYMENT SYSTEMS INC. A/C: 00156251 MICRONAL PAYMENT SYSTEMS INC. DRAWN BY: MICRONAL PAYMENT SYSTEMS INC. DATE: NOVEMBER 25, 2015
PAY	FIVE THOUSAND DOLLARS AND 00 CENTS	\$535.00
TO THE ORDER OF	BANCORPSOUTH	
PAID TO THE ORDER OF	LOAN PROCEEDS	
DRAWER: BANCORPSOUTH 0015625 BY:  AUTHORIZED SIGNATURE		
@ 2615625 @ 103100551 @ 0160011959386 @		

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

0724

OFFICIAL CHECK
VOID AFTER 90 DAYS

Independent Bank
INDEPENDENT BANK

No. 1587035

DATE AUGUST 04, 2010

REMITTER [REDACTED]

PAY FIVE THOUSAND DOLLARS AND ZERO CENTS

\$ 45,000.00

TO THE ORDER OF [REDACTED]

[Signature]
AUTHORIZED SIGNATURE

DRAWN: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 8476, MINNEAPOLIS, MN 55480
DRAWN: WACHOVIA BANK, N.A., BUENOS AIRES, ARGENTINA

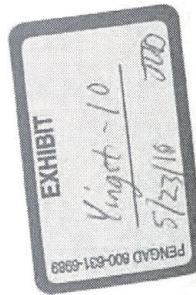
⑈ 1587035⑈ ⑆061103056⑆0150010371001⑈

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

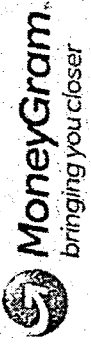
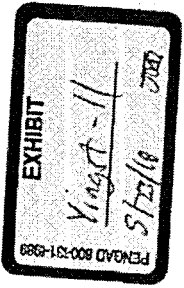
INDEPENDENT BANK 10224026526
514 COVERED VILLAGE MALL
BELLINGHAM WA 98201 9602 20100914 1 8 43



FEDERAL RESERVE BOARD OF GOVERNORS REG CC

CONFIDENTIAL MG0002396

MG0002396



MoneyGram Paper Products Overview

Official Checks and Money Orders

Paper Product Options

	Cashier's Checks	Tellers Checks	Agent Check MO	Financial Institution MO
Issuer/Drawer	FI/FI	MoneyGram/FI	MoneyGram/ MoneyGram	MoneyGram/ MoneyGram
Escheatment	FI	MoneyGram	MoneyGram	MoneyGram
Reg CC/Next Day Funds Availability	Yes	Yes	No No max amount	No Max issue amount \$1000
Check Titles Allowed (sample list)	Cashier's Check, Official Check, Official Bank Check, Treasurer's Check	Official Check, Official Bank Check, Teller's Check, Treasurer's Check	Personal Money Order, Agent Check Money Order, Int'l Money Order	International Money Order- Standard, FI does not chose



Money Order Options: FIMO or ACMO

Feature	Financial Institution MO	Agent-Check MO
Customer Service	MGI fully supports Purchaser and Payee through Claim Card, 800#	FI Branded item, FI Maintains Full Control of Customer/Member Experience (PrimeLink)
Escheatment	MoneyGram performs	MoneyGram performs
Check Stock/Types	MGI Provided and Branded	FI Branded, "Agent for MoneyGram"
Dispenser / Printer Solution Option	FI may use Own Printer or MGI provides Secure Dispenser/Printer	FI Provides Print Solution
Issuance/Reporting	Automatic w/Dispenser, TExPort or Transmission	TExPort or Transmission
Dollar Limit	\$1,000 Max Amount	No Maximum

FINANCIAL INSTITUTION AGREEMENT

original

1. Parties. The parties to this Agreement are Travelers Express Company, Inc. ("TECI") and the Financial Institution that signs below ("Financial Institution"). Financial Institution shall cause its subsidiaries and affiliates to abide by this Agreement as if they were parties to this Agreement.

2. Scope of this Agreement. This is an Agreement for (check as many boxes as apply):

- ☐ Agent Checks
- ☐ Agent Check Money Orders
- ☐ Cashier's Checks
- ☒ Teller's Checks
- ☒ Money Orders

*REDACTED**Comm. date = 6-10-03*

3. Definitions

- Agent Checks: Checks drawn by TECI on its bank. Financial Institution is not a party to Agent Checks even though its name may appear on the Agent Checks. At Financial Institution's option, these may be used as money orders, but they are Agent Checks for the purposes of this Agreement.
- Average Available Daily Balance: The sum of the Outstanding Balances held by Company on each day during a given month, divided by the actual number of days in the month.
- Business Day: A day when TECI is open for business. TECI follows the calendar of the Federal Reserve Banks.
- Cashier's Checks: Checks drawn by Financial Institution on itself.
- Change in Control: Change in ownership or control shall be deemed to occur upon the occurrence of any of the following: (1) a merger, consolidation or the sale of all or substantially all the assets of Financial Institution; (2) a transfer of ownership or control or irrevocable power to vote, of a majority of voting securities of Financial Institution for the election of directors; or (3) a transfer of any kind of ownership interest in Financial Institution which carries with it the power to control, directly or indirectly, the management or policies of Financial Institution.
- Checks: Agent Checks, Cashier's Checks and Teller's Checks.
- Commencement Date: The date when the first Check or Money Order is issued hereunder.
- Effective Date: The date on which both parties have signed this Agreement.
- Exception Checks: Presented Checks which Financial Institution has not reported to TECI or which are reported for amounts different from the amounts for which they are presented.
- Federal Funds Rate: The effective federal funds rate as stated in Federal Reserve Statistical Release H.15 from time to time.



- **First Day Settlement amount:** As defined in section 12.1 below.
- **Money Orders:** Drafts drawn by TECI on itself payable through a bank.
- **Outstanding Balance:** On any given day, the total of (i) the First Day Settlement Amount held by Company, and (ii) the amount of money remitted by Financial Institution to Company pursuant to Section 5.3, less (x) the face amount of Presented Checks which have been paid by Company and (y) the face amount of any Checks not presented for payment and remitted to a governmental authority pursuant to applicable unclaimed property laws.
- **Payment Rate:** The rate at which fees payable by Company to Financial Institution are calculated as provided in Exhibit A, "Fee Schedule."
- **Presented Checks and Money Orders:** Checks and Money Orders issued, used or sold by, or appearing to have been issued, used or sold by Financial Institution, which are presented for payment at a TECI-designated clearing point.
- **Prime Rate:** The base rate on corporate loans as posted by Bloomberg Financial Markets.
- **Treasury Bill Rate or "T Bill Rate":** The effective treasury bill rate as stated in the Federal Reserve Statistical Release 11.15 from time to time.
- **TECI Items:** Agent Checks, Teller's Checks and Money Orders. (Teller's Checks are called TECI Items even though Financial Institution also is a drawer)
- **Teller's Checks:** Checks drawn by Financial Institution and TECI on TECI's bank. Financial Institution is designated the "drawer" and TECI is designated the "issuer" on Teller's Checks.

4. Authorization. TECI authorizes Financial Institution to use and sell the TECI Items indicated in section 2. Financial Institution authorizes TECI, and TECI agrees, to perform processing and other services as provided in this Agreement.

5. Exclusivity. This is an exclusive agreement. Financial Institution will not contract with any other vendor for similar services for Financial Institution, its affiliates, or its subsidiaries, or perform the services itself, while this Agreement is in effect. Financial Institution warrants that it is not breaching any other contract by entering into this Agreement. If Financial Institution adds or acquires additional institutions or affiliate locations it will use its best efforts to convert the acquired institutions to services under this Agreement within 90 days after completion of the acquisition, except that if prevented from doing so by another agreement, Financial Institution will terminate the other agreement as soon as termination would not be a breach of the agreement and will have TECI perform services under this Agreement at those institutions or affiliate locations. No Change in Control shall change Financial Institution's obligations under this Agreement.

6. Inventory. TECI provides Financial Institution with one standard form of check stock inventory for each product (as indicated in section 2) at no charge. Financial Institution is responsible for examining Check and Money Order stock when received and notifying TECI of any errors. Financial Institution is responsible for keeping unissued inventory safe from theft or loss.

7. Completion of Checks. Financial Institution agrees to complete Checks, with care so that they are not easy to alter.

8. Reporting.

8.1 Issuance. If Financial Institution reports electronically, it will report to TECI by 11 AM Central Time each Business Day as to the Checks issued, used or sold since the previous report by individual Check and by daily totals. If Financial Institution remits on paper, it will report each Business Day by overnight mail. Financial Institution will report Money Orders used or sold as set forth in the attached Report and Remittance Schedule.

9.2 TECI's Reports. TECI will report to Financial Institution as provided in the TECI policies and procedures. Reports by TECI to Financial Institution are presumed correct unless Financial Institution gives TECI written notice of an error within forty-five (45) days.

10. Processing. TECI will on each Business Day intercept Presented Checks and Money Orders from banking channels and process them as provided in this Agreement.

11. Exception Checks. TECI will report to Financial Institution promptly on the first Business Day after the day of presentment the face amount and serial number of each Exception Check. Financial Institution is responsible to notify TECI as specified in the TECI policies and procedures of any item on the report that was not issued, used or sold by Financial Institution or which was issued in an amount different from the amount for which it is presented. (If Financial Institution reports by mail, no Exception Checks presented for less than twenty-five thousand dollars (\$25,000.00) will appear on the report, but Financial Institution is responsible for such checks notwithstanding any other provision of this Agreement.)

12. Remittance

12.1 Checks. Financial Institution will remit the face amount of Checks issued, used, or sold by wire transfer so that TECI has collected funds by 11 AM Central Time on the next Business Day such face amounts are deemed held in trust until remitted. TECI may apply remittances first to pay TECI Items. If Financial Institution is unable to determine the actual remittance amount, TECI will estimate the amount, and Financial Institution will remit the estimated amount subject to adjustment. On the first day that Financial Institution issues a Check, Financial Institution will remit to TECI by wire transfer a First Day Settlement Amount equal to one day's average issuance of Checks, as estimated by TECI. TECI shall retain the First Day Settlement Amount and will adjust it annually, within 30 days after the last day of each calendar year, if the First Day Settlement Amount is less than the Average Daily Balance attributable to Financial Institution for the previous calendar year.

12.2 Money Orders. Financial Institution will remit the total face amounts of all Money Orders used or sold by it as set forth in the attached Report and Remittance Schedule.

13. Payment of Checks and Money Orders. Subject to section 16 below, and provided Financial Institution has not breached this Agreement by failing to report or remit for Items issued, used or sold, TECI will pay Presented Checks and Money Orders. If Financial Institution has not reported and remitted as agreed, TECI may return the Presented Checks and Money Orders unpaid or, at its option, may pay them without waiving any rights.

14. Record Retention. TECI will retain copies of all Checks and Money Orders, fronts and backs, for the time required by law.

15. Unclaimed Property. TECI is responsible for unclaimed property related to TECI Items. Financial Institution is responsible for unclaimed property related to Cashier's Checks.

16. Return of Checks; Replacement Checks

16.1 Return of Checks. Financial Institution may at its own risk request that TECI return a Check unpaid. TECI agrees to honor such requests from Financial Institution unless TECI determines in good faith that it is legally obligated to pay the Check.

16.2 Replacement Checks. Financial Institution may at its own risk issue a replacement for a lost, stolen, destroyed or unused Check or Money Order. Financial Institution is liable to TECI for both the original and the replacement if both are presented for payment and TECI determines in good faith that it is legally obligated to pay both. (If Financial Institution is located in Michigan, it is required by law to refund the full face amount of any unredeemed Agent Check or Money Order purchased at Financial Institution's location within 30 days of the date it was sold. If Financial Institution is located in Maryland, it is required by law to issue or refuse to issue a duplicate Agent Check or Money Order to the buyer within 30 days after it receives a written request and, if required by Financial Institution, an affidavit and bond.)

17. Stolen or Missing Checks and Money Orders

17.1 Notice. Financial Institution agrees to report to TECI by telephone the correct serial number of any Check or Money Order stolen or missing, and all other information relating to the event, promptly upon discovery. Financial Institution will promptly confirm the telephone notice in writing.

17.2 Liability. TECI will not hold Financial Institution responsible for Checks or Money Orders reported stolen or missing in blank provided Financial Institution gives the notice required no later than 7:00 PM Central Time on the banking day before the Checks or Money Orders are presented for payment.

18. Altered Checks and Money Orders. Financial Institution is not responsible to TECI for the fraudulently altered amount of a Check or Money Order unless Financial Institution or its employee or agent was negligent or participated in the alteration. Financial Institution has a duty to notify TECI not to pay Exception Checks as provided in section 11 above.

19. Counterfeits. Financial Institution is not responsible to TECI for counterfeit items resembling Checks or Money Orders unless Financial Institution or its employee or agent was negligent or participated in the counterfeiting. Financial Institution has a duty to notify TECI not to pay Exception Checks as provided in section 11 above.

20. Confidentiality. The parties agree to keep information confidential as provided in the Confidentiality Agreement attachment to this Agreement.

21. Fees. The parties agree to pay fees as provided in the Fee Schedule attachment.

22. Interest. Interest at the Prime Rate plus three percent (3%) accrues on any amount due to one Party from the other Party and not paid as agreed. Part of a day is counted as one day.

23. Limitation of Liability

23.1 Events Not Within a Party's Control. Neither Party is liable for a failure to perform arising out of an event or condition beyond the reasonable control of a Party except as provided in this section 23.1. Such events shall include, but not be limited to, data communications failure or interruption, acts of God, labor disputes, interruption of service by ACH or other payment networks, and nonperformance by the other Party. Loss or nonperformance caused by a breakdown or malfunction of computer hardware or software under the control of a Party is not excused. Each Party agrees to take commercially reasonable steps to prevent business interruptions. Each Party is liable to pay interest as provided in section 22 above on any amounts not paid when due because of an event not within the payor's control.

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MG-0000014

MG0000011

23.2 Damages. Neither Party is liable for any punitive or exemplary damages. TECI is not liable for any lost profits, lost savings, or special or consequential damages arising from or caused by any error or negligence, even if TECI is advised of the possibility of such damages.

24. Mutual Indemnity

24.1 Indemnity by Financial Institution. Financial Institution agrees to indemnify TECI and hold it harmless from all claims, liabilities, actions, and demands asserted by any persons (including any business entity, governmental authority, or clearing house) and from all losses, damages, and expenses arising from or in any way related to this Agreement (including any act or omission, whether honest, dishonest, negligent or otherwise, by Financial Institution or its employees, whether within or outside the scope of employment) including any request to return a Check or Money Order or refuse payment, except to the extent losses are caused by any intentional misconduct (by act or omission) or any negligent act or omission of TECI, its employees, agents, directors, or officers.

24.2 Indemnity by TECI. TECI agrees to indemnify Financial Institution and hold it harmless from all claims, liabilities, actions, and demands asserted by any persons (including any business entity, governmental authority, or clearing house) and from all losses, damages, and expenses arising from or in any way related to this Agreement (including any act or omission, whether honest, dishonest, negligent or otherwise, by TECI or its employees, whether within or outside the scope of employment) except to the extent losses are caused by any intentional misconduct (by act or omission) or any negligent act or omission of Financial Institution, its employees, agents, directors, or officers.

24.3 Interest, Costs and Fees. Any indemnity payable by either party will include reasonable interest, collection costs, and attorneys' fees (but not the compensation of an attorney who is a salaried employee of a party) incurred by the other party whether or not legal action is started.

25. Dispute Resolution. If a dispute arises out of or relates to this Agreement, and if the parties have not settled the dispute after 30 days of negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Rules (or by such other mediation process agreeable to the parties). If mediation fails to settle the dispute, the parties shall submit the dispute to binding arbitration administered by the AAA under its Commercial Arbitration Rules (or such other arbitration process agreeable to the parties). Judgment on any award rendered by arbitration may be entered in any court having jurisdiction thereof. Any mediation or arbitration would be conducted in Minneapolis, Minnesota.

26. Compliance with Law. Each Party agrees to comply with all applicable laws and regulations, including laws and regulations relating to money laundering and privacy, including the Gramm-Leach-Bliley Act of 1999.

27. Term. This Agreement is effective on the Effective Date. The initial term is five (5) years and begins on the Commencement Date. Thereafter, the Agreement is automatically renewed for successive one (1) year terms until terminated as provided below.

28. Termination.

28.1 Termination Not for Cause. A Party may terminate this Agreement as of the end of any term by giving the other Party three (3) months written notice of termination prior to the term expiration date.

28.2 Termination for Cause. A Party may terminate this Agreement for cause if it gives the other Party notice that the other party has materially breached this Agreement and failed to cure such breach within thirty (30) days of the written notice. Notwithstanding the above, TECI may terminate this Agreement immediately for cause by giving notice if Financial Institution has failed to remit as agreed for TECI Items; notice may be given by e-mail or FAX.

28.3 Early Termination Fee. If Financial Institution breaches section 5 above or terminates this Agreement other than as provided in this section 28, TECI may, in addition to its other remedies, collect from Financial Institution TECI's damages for loss of business during the remainder of the term.

29. Rights and Obligations After Termination. Upon any termination, Financial Institution will immediately remit to TECI by wire transfer all amounts due TECI. Financial Institution will reimburse TECI for any unused inventory and shipping costs, as invoiced by TECI. TECI will return the First Day Settlement Amount upon written request after termination of the Agreement and after Financial Institution has paid all amounts due TECI. Provided that this Agreement has not been terminated due to Financial Institution's breach hereof, TECI will continue to pay fees as set forth on the Fee Schedule so long as it retains balances attributable to Financial Institution's First Day Settlement Amount and remittances.

30. Assignment. Either Party may assign this Agreement provided the assignee is willing and able to perform the Agreement and agrees to be bound by it. TECI may assign its rights to receive funds under this Agreement. This Agreement shall be binding on the Parties and their successors and assigns.

31. General Provisions. This Agreement is the entire agreement between the parties relating to Checks and Money Orders. Except as otherwise provided in this Agreement, this Agreement may be amended only in writing signed by both parties. Section headings are for convenience only and are not part of this Agreement.

32. No Waiver; Remedies. The failure of either Party to exercise its rights is not a waiver. All remedies are cumulative.

33. Governing Law. Minnesota law governs this Agreement. The parties consent to jurisdiction and venue in the United States District Court for the District of Minnesota.

34. Notices. Except as specified in this Agreement, notices of default, termination, or fee changes must be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by overnight courier or transmitted by facsimile. Notices related to daily business may be by telephone, FAX or e-mail as provided in the policies and procedures Financial Institution receives from TECI.

35. Notices are effective when received.

Written notices to TECI must be addressed as follows:

Travelers Express Company, Inc.
1550 Ulica Avenue South
Minneapolis, MN 55416
Attention: Vice President, General Manager—Payment Systems

Notices to TECI related to daily business must be directed to:

Customer Service
Telephone: (800) 323-6873
FAX: (612) 569-2935

Written notices to Financial Institution must be addressed as follows:

REDACTED

Notices to Financial Institution related to daily business must be directed to:

Contact

Telephone

FAX: -

REDACTED

36. Attachments. The following attachments are part of the Agreement:

- Confidentiality Agreement
- Fee Schedule

Financial Institution:

TECI:

Travelers Express Company, Inc.,
Minnesota Corporation

REDACTED

By:

Barbara Blou

Name:

BARBARA BLOW

Title: V.P. Financial Services

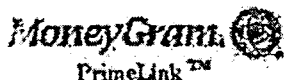
Title:

V.P. OPERATIONS

Date: February 12, 2003

Date:

2-21-03

**FINANCIAL INSTITUTION AGREEMENT FOR OFFICIAL CHECKS**Legal
MGI 1173 (09/11)

FOR MONEYGRAM INTERNAL USE ONLY

FI Name: [REDACTED]

Edison # [REDACTED]

R&T # [REDACTED]

1. **Parties to Agreement.** This Financial Institution Agreement for Official Checks and any related attachment, exhibit, addendum, schedule, agreement or amendment ("Agreement") is by and between MoneyGram Payment Systems, Inc. ("MoneyGram") and the Financial Institution or Credit Union ("Financial Institution") that signs this Agreement and its Affiliates (defined below).

2. **Scope of Agreement.** This Agreement includes any or all of the following products ("Products") (check the boxes that apply):

Agent Checks ☒ Agent Check Money Orders ☐ Cashier's Checks ☐ Teller's Checks

3. **Definitions.**

Affiliates: any business controlling, controlled by or under common control with Financial Institution or MoneyGram.

Agent Checks: Checks drawn by MoneyGram on its bank. Financial Institution is not a party to Agent Checks even though its name may appear on the Agent Checks.

Agent Check Money Orders: Agent Checks that are used as money orders by Financial Institution.

Average Available Daily Balance: The sum of the Outstanding Balances held by MoneyGram on each day during a given month, divided by the actual number of days in the month.

Business Day: A day when the Federal Reserve Bank is open for business.

Cashier's Checks: Checks drawn by Financial Institution on itself.

Change in Control: The occurrence of any of the following: (a) a reorganization, merger, consolidation, or sale or transfer of all or substantially all of Financial Institution's assets; (b) a transfer of ownership or control of, or irrevocable power to vote a majority of the voting securities that are entitled to vote for the election of directors of Financial Institution; or (c) a transfer of any kind of ownership interest in Financial Institution which carries with it the power to control, directly or indirectly, the management or policies of Financial Institution.

Checks: Agent Checks, Agent Check Money Orders, Cashier's Checks and Teller's Checks.

Commencement Date: The date when the first Check is issued under this Agreement.

Effective Date: The first date on which both parties have signed this Agreement.

Federal Funds Rate: The effective federal funds rate as stated in Federal Reserve Statistical Release H.15, as amended from time to time.

First Day Settlement Amount: As defined in section 10.

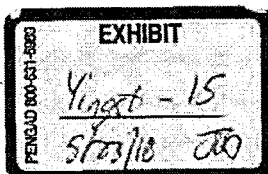
MoneyGram Items: Agent Checks, Agent Check Money Orders and Teller's Checks.

Operating Guidelines: MoneyGram's Official Check Operating Instructions and other policies and procedures relating to the Products, as in effect and as modified from time to time.

Outstanding Balance: On any given day, the sum/result of (a) the First Day Settlement Amount held by MoneyGram, plus (b) the amount of all money remitted by Financial Institution to MoneyGram pursuant to section 9, less (x) the face amount of

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all Presented Checks which have been paid by MoneyGram, less (y) the face amount of all Checks that have not been presented for payment and have become unclaimed property under applicable unclaimed property laws.

Payment Rate: The rate at which fees payable by MoneyGram to Financial Institution are calculated as provided in the Fee Schedule(s) attached to this Agreement.

Presented Checks: Checks issued, used or sold by, or appearing to have been issued, used or sold by Financial Institution, which are presented for payment at a MoneyGram-designated clearing point.

Prime Rate: The base rate on corporate loans as posted by Bloomberg Financial Markets.

Teller's Checks: Checks drawn by Financial Institution and MoneyGram on MoneyGram's bank. Financial Institution is designated the "drawer" and MoneyGram is designated the "issuer" on Teller's Checks.

Term: The period from the Effective Date through the date this Agreement is terminated as provided in section 29.

4. **Authorization.** MoneyGram authorizes Financial Institution to use and sell the Products that are MoneyGram Items as provided in this Agreement. Financial Institution authorizes MoneyGram to perform the Check processing and other services relating to the Products as provided in this Agreement.
6. **Appointment.** To the extent applicable and as required by applicable laws and regulations, MoneyGram hereby appoints Financial Institution as its limited agent and authorized delegate for the sole purpose of using and selling the Products as set forth in this Agreement; and Financial Institution hereby accepts such appointment. Financial Institution acknowledges and understands that, by using and selling the Products as set forth in this Agreement, it is subject to the supervision, examination and regulation of applicable federal and state regulatory agencies, including those with oversight for money transmission and money services businesses.
8. **Check Stock.** MoneyGram will provide Financial Institution with one standard form of Check stock for each of the Products at no charge pursuant to the Operating Guidelines. Financial Institution may request additional forms of Check stock for an additional charge. Financial Institution is responsible for ordering or otherwise obtaining Check stock from MoneyGram as needed. Financial Institution will examine Check stock when received and will notify MoneyGram of any errors in accordance with the Operating Guidelines. Financial Institution will safeguard the unissued Check stock with the highest degree of care and will take such precautions as a prudent Financial Institution would take to safeguard its own cash. In the event that Financial Institution requests and implements a Check stock modification that renders the remaining Check stock unusable, Financial Institution will reimburse MoneyGram for the cost of all unused Check stock and associated shipping costs, as invoiced by MoneyGram.
7. **Issuance of Checks.**
 - (A) **Face Amounts.** The funds constituting the face amounts of all Checks issued, used or sold will be held in trust for MoneyGram until remitted by Financial Institution to MoneyGram.
 - (B) **Standard of Care.** Financial Institution will use not less than ordinary care, as defined in applicable law, in the completion and issuance of all Checks.
8. **Reporting.**
 - (A) **Checks.** Financial Institution will report all Checks issued, used or sold since the previous report to MoneyGram each Business Day not later than 11:00 a.m. Central Time. Financial Institution will report all Checks by individual Check serial number, issue date and face amount, by daily totals of the face amounts of Checks issued, used or sold, and as otherwise required in accordance with the Operating Guidelines.
 - (B) **Stolen, Missing or Altered Checks, Counterfeit Items.** Financial Institution will report to MoneyGram by telephone the serial number of any Check that is stolen, missing the dollar amount, or fraudulently altered, and any counterfeit item, and all other information relating to such stolen, missing or altered Check or counterfeit item promptly upon discovery, pursuant to the Operating Guidelines.
 - (C) **Other Reports.** Financial Institution will provide other reports to MoneyGram as provided in the Operating Guidelines.
9. **Remittance.**
 - (A) **Checks.** Financial Institution will remit the face amounts of all Checks issued, used or sold since the previous remittance to MoneyGram each Business Day by wire transfer so that MoneyGram has received collected funds not later than 11:00 a.m. Central Time.

(B) *Estimated Remittance Amount.* If Financial Institution is unable to determine an amount required to be remitted under subsection 9(A) for any reason, Financial Institution will notify MoneyGram prior to the date and time the remittance is due under subsection 9(A). MoneyGram will estimate and notify Financial Institution of the amount of the remittance, and Financial Institution will remit immediately the estimated remittance amount, subject to subsequent adjustment.

(C) *Late Fee.* If a remittance is received after the time or date due under subsection 9(A), Financial Institution will pay a late fee equal to the amount of the remittance that is late, multiplied by the Prime Rate plus three percent (3%), divided by 365, for each partial or full day that the remittance is late.

(D) *Application.* MoneyGram, in its sole discretion, may apply any remittance received to pay MoneyGram items first.

10. First Day Settlement Amount.

(A) *First Day Settlement Amount.* MoneyGram may require that Financial Institution remit to MoneyGram by wire transfer, by 11 a.m. Central Time on the Commencement Date, an amount of up to one hundred percent (100%) of the aggregate face amounts of one (1) day's average issuance of Checks by Financial Institution, as estimated by MoneyGram ("First Day Settlement Amount").

(B) *Adjustment of First Day Settlement Amount.* MoneyGram may adjust the First Day Settlement Amount by email or any other form of notice to Financial Institution at any time, but not more than once per Business Day as follows: (i) if the First Day Settlement Amount is less than one hundred percent (100%) of the average daily aggregate face amounts of Checks issued by Financial Institution for the previous sixty-day period, MoneyGram may adjust the First Day Settlement Amount to equal one hundred percent (100%) of the average daily aggregate face amounts for such previous sixty-day period; or (ii) if the aggregate face amount of Checks issued by Financial Institution for a single day is greater than two hundred percent (200%) of the First Day Settlement Amount, MoneyGram may adjust the First Day Settlement Amount each Business Day thereafter to be equal to the peak aggregate face amount of Checks issued by Financial Institution for a single day.

(C) *Remittance of Adjusted First Day Settlement Amount.* Financial Institution will remit any amounts required by adjustments to the First Day Settlement Amount by 11:00 a.m. Central Time on the first Business Day following MoneyGram's notice to Financial Institution of the adjusted First Day Settlement Amount.

(D) *Voluntary Return of First Day Settlement Amount.* MoneyGram, in its sole discretion, may return all or any portion of the First Day Settlement Amount to Financial Institution at any time. Notwithstanding any voluntary return of all or any portion of the First Day Settlement Amount, MoneyGram will retain the right to require, by written notice to Financial Institution, that Financial Institution remit to MoneyGram an amount to adjust or replace the First Day Settlement Amount at any time.

11. Processing of Presented Checks. MoneyGram will intercept Presented Checks from banking channels and process them each Business Day as provided in this Agreement and the Operating Guidelines. MoneyGram need not examine Presented Checks.

12. Payment of Presented Checks. Subject to section 13 and notwithstanding returns due to (i) clearing bank charges, and/or (ii) Financial Institution's failure to comply with the requirements of the self print program as specified in the Operating Guidelines, and provided that Financial Institution has not breached this Agreement by failing to timely report or remit for Checks issued, used or sold, MoneyGram will pay Presented Checks. If Financial Institution has not reported and timely remitted for Checks issued, used or sold as required under this Agreement, MoneyGram may return such Checks unpaid or, at its option, may pay them when presented without waiving any rights against Financial Institution or any other person or entity.

13. Return of Checks, Replacement Checks; Exception Checks.

(A) *Return of Checks.* Financial Institution, at its own risk, may request that MoneyGram return a Check unpaid. MoneyGram will honor such requests from Financial Institution unless MoneyGram determines in good faith that it is legally obligated to pay the Check.

(B) *Replacement Checks.* Financial Institution, at its own risk, may issue a replacement Check for a lost, stolen, destroyed or unused Check. Financial Institution is liable to MoneyGram for the face amounts of both the original Check and the replacement Check if both Checks are presented for payment and MoneyGram determines in good faith that it is legally obligated to pay both Checks.

(C) *Exception Checks.* On the first Business Day after the day of presentment, MoneyGram will report to Financial Institution the face amount and serial number of each Exception Check. Except as necessary in making such report, MoneyGram need not examine Presented checks. Financial Institution will notify MoneyGram of any Exception Check as specified in the Operating Guidelines.

14. **Stolen or Missing Checks.** Financial Institution will not be liable to MoneyGram for the face amount of any Check reported stolen, or missing the dollar amount, if Financial Institution makes a report, required under section 6, no later than 7:00 p.m. Central Time on the Business Day before the Check is presented for payment.
15. **Altered Checks.** Financial Institution will not be liable to MoneyGram for the fraudulently altered amount of a Check unless Financial Institution or its employee(s) failed to comply with subsection 7(B) or participated in the alteration, or failed to report the altered item in accordance with section 8.
16. **Counterfeits.** Financial Institution will not be liable to MoneyGram for counterfeit items resembling Checks unless Financial Institution or its employee(s) failed to comply with subsections 7(B) and 8(B), was negligent or participated in the counterfeiting.
17. **MoneyGram Reports.** MoneyGram will report to Financial Institution as provided in the Operating Guidelines. Reports by MoneyGram to Financial Institution are presumed correct unless Financial Institution provides written notice of an error to MoneyGram within sixty (60) days after receipt of the report.
18. **Record Retention.** MoneyGram will retain copies of both sides of all Presented Checks on tape, disk or backup media and for the time period required by law.
19. **Unclaimed Property.** MoneyGram is responsible for unclaimed property related to MoneyGram Items. Financial Institution is responsible for unclaimed property related to Cashier's Checks.
20. **Fees.** During the Term of this Agreement and post-termination, as applicable, the parties will pay the fees specified in the Fee Schedule(s) attached to this Agreement. MoneyGram may amend the Fee Schedule(s) in its sole discretion if the Commencement Date does not occur within ninety (90) days after the Effective Date, and as provided in the Fee Schedule(s). If Financial Institution adds additional Product(s) beyond those which are covered by this Agreement as of the Effective Date, MoneyGram may require an additional or amended Fee Schedule(s) with respect to the additional Product(s).
21. **Confidential Information.**

(A) *Additional Definitions:* As used in this section 21:

- (i) "Confidential Information" means each party's business or technical information, whether oral, audio, visual, written or other form, including information regarding any party involved in the Products, the terms and conditions of this Agreement, any training materials, and any other information that by its nature is considered proprietary and confidential. Confidential Information does not include information that:
 - (a) is already known to the other party when received;
 - (b) is or hereafter becomes generally obtainable by a party other than by breach of this Agreement;
 - (c) is developed by or on behalf of a party independent of the Confidential Information provided hereunder; or
 - (d) is required by law, regulation or court order to be disclosed by such party, provided that, in the case of this clause, such information remains confidential except to the extent required, and prior notice of such disclosure has been given to the party which furnished such information, when legally permissible, and that reasonable efforts to cooperate with a lawful effort to contest the disclosure are made.

MoneyGram and Financial Institution specifically understand and agree that Customer Information, Nonpublic Personal Information and Consumer Information is Confidential Information of MoneyGram.

- (ii) "Consumer Information" has the meaning given in Appendix B to 12 C.F.R. Part 570
- (iii) "Customer Information" has the meaning given in Appendix B to 12 C.F.R. Part 570
- (iv) "Nonpublic Personal Information" means any information a consumer or customer provides to MoneyGram to obtain a product or service from MoneyGram, resulting from any transaction involving a product or service from MoneyGram or otherwise obtained from a consumer, including any and all information that could identify an individual (including an individual's name, address, telephone number, e-mail address, social security number, account number, or security key) and any other information subject to the Gramm-Leach-Bliley Act.
- (v) **General Prohibition.** Each party will keep in confidence the Confidential Information of the other party, using the same degree of care it uses to protect its own confidential or proprietary information, but in any event no less than reasonable care. Each party will not use such Confidential Information for any purpose except as contemplated by this Agreement without the other party's prior written consent, and will not disclose any Confidential Information received by it to any third party.

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(C) **Security.** Each party warrants that it has developed, implemented, and will maintain effective information security policies and procedures (the respective "Policies") consistent with the requirements of the Gramm-Leach-Bliley Act and the Fair and Accurate Credit Transactions Act (FACTA). Each party warrants that:

- (i) Its Policies include administrative, technical and physical safeguards designed to:
 - (a) insure the security and confidentiality of Confidential Information provided to it by the other party or the other party's customers;
 - (b) protect against anticipated threats or hazards to the security or integrity of such Confidential Information;
 - (c) protect against unauthorized access or use of such Confidential Information; and
 - (d) ensure the proper disposal of Confidential Information;
- (ii) all personnel handling such Confidential Information have been appropriately trained in the implementation of the Policies;
- (iii) it regularly audits and reviews its Policies to ensure their continued effectiveness, and to determine whether adjustments are necessary in light of the circumstances, including changes in technology, customer information systems or threats or hazards to Confidential Information; and
- (iv) it has adopted a written response program for addressing any unauthorized disclosure of or access to Confidential Information.

(D) **Unauthorized Disclosure or Access.** In the event of any unauthorized disclosure of or access to any of a party's Confidential Information (the "Confidential Information Party") while in the possession or control of the other party (the "Disclosing Party"), the Disclosing Party will promptly notify the Confidential Information Party of such unauthorized disclosure or access and take appropriate action to prevent further unauthorized disclosure or access. The Disclosing Party will cooperate with the Confidential Information Party regarding such unauthorized disclosure or access and pay all costs and expenses related to providing notices and information regarding such unauthorized disclosure or access to appropriate law enforcement agencies, government regulatory authorities and persons or entities whose information is disclosed or accessed. The Disclosing Party will promptly provide any notices required by federal, state or local law, regulation or ordinance. In addition to any other indemnity obligations under this Agreement, the Disclosing Party agrees to indemnify the Confidential Information Party from and against all liability, costs, expenses and direct damages incurred by the Confidential Information Party in any way related to the unauthorized disclosure of or access to Confidential Information while in the Disclosing Party's possession or control, including all costs and expenses related to the Confidential Information Party providing written notice to the Confidential Information Party's customers regarding the unauthorized access, and providing access to credit monitoring services, credit protection services, credit fraud alerts, or similar services to which the Confidential Information Party, in its sole discretion, deems appropriate to protect such affected customers.

(E) **Injunctive Relief.** Each party understands that any breach of this section 21 may cause irreparable harm to the other party. Each party agrees that, in the event of a breach or threatened breach, the other party may immediately seek injunctive relief in addition to its other remedies, notwithstanding any provision in this Agreement relating to cure periods or dispute resolution. Accordingly, each of the parties agrees that the other party is entitled to an injunction or injunctions to prevent breaches of the provisions of this section 21 and to enforce specifically this section 21 in any action instituted in any court of the United States or any state having jurisdiction over the parties and the matter, subject to subsection 31(C), in addition to any other remedy to which it may be entitled at law or in equity.

(F) **Survival.** The obligations under this section 21 will survive any termination of this Agreement.

22. **Proprietary Materials.** MoneyGram may use Financial Institution's name, logo, trademark, servicemark and/or location information in any MoneyGram marketing or advertising materials, press releases or lists of financial institutions utilizing and/or providing MoneyGram services.

23. **Exclusivity.** During the Term of this Agreement, Financial Institution will not directly or indirectly contract with any other vendor for similar services for itself or its Affiliates, or perform the services itself. If, during the Term of this Agreement, Financial Institution adds or acquires additional institutions, Affiliates or locations, Financial Institution will convert the added or acquired institutions, Affiliates or locations to services under this Agreement within ninety (90) days after completion of the addition or acquisition, subject to MoneyGram's approval in MoneyGram's sole discretion. If Financial Institution is prohibited from converting the added or acquired institutions, Affiliates or locations to services under this Agreement by an agreement that existed prior to the date of the addition or acquisition, Financial Institution will terminate that pre-existing agreement as soon as termination would not constitute a breach of that pre-existing agreement and will have MoneyGram then provide services under this Agreement at those added or acquired institutions, Affiliates or locations. Financial Institution warrants that

by entering into this Agreement it is not in breach of any other agreement to which Financial Institution is a party or by which Financial Institution is bound.

24. Limitation of Liability.

- (A) *Events Not Within a Party's Control.* Neither party will be liable to the other party for delays in the execution or completion of its obligations under this Agreement if such delay is caused by the occurrence of any contingency beyond its control, or beyond the control of its suppliers, including wars, insurrections, riots, or other acts of civil disobedience, acts of the public enemy, failure or delay in transportation, act of any government or agency or subdivision of any government or agency, judicial action, strikes or other labor disputes, accidents, fire, explosion, flood or storm, or other acts of God, shortage of labor, fuel, materials and machinery, technical failure, or other unforeseeable causes beyond its control; provided that written notice of such delay is presented within thirty (30) days of such delay, and that performance renews/recommences following the cessation of the cause of the delay.
- (B) *Damages.* Neither party will be liable to the other party for any punitive or exemplary damages. MoneyGram will not be liable to Financial Institution for any lost profits, lost savings, or special or consequential damages arising from or caused by any error or negligence, even if MoneyGram is advised of the possibility of such damages.

25. Mutual Indemnity.

- (A) *Indemnity by Financial Institution.* Financial Institution will reimburse, indemnify and hold harmless MoneyGram against all losses, claims, demands, actions, suits, expenses and damages asserted by any person (including any business entity, government authority, or clearing house) that is not a party to this Agreement that result, in whole or part, from (i) Financial Institution's breach of this Agreement, or (ii) Financial Institution's acts or omissions arising under or relating to this Agreement, including any request by Financial Institution that MoneyGram return or refuse payment of a Check, except to the extent such losses are caused by any intentional misconduct or any gross negligence of MoneyGram or its employee(s).
- (B) *Indemnity by MoneyGram.* MoneyGram will reimburse, indemnify and hold harmless Financial Institution against all losses, claims, demands, actions, suits, expenses and damages asserted by any person (including any business entity, government authority, or clearing house) that is not a party to this Agreement that result, in whole or part, from MoneyGram's breach of this Agreement, except to the extent that such losses are caused by any intentional misconduct or any gross negligence of Financial Institution or its employee(s).
- (C) *Interest, Costs and Fees.* Any indemnity payable by either party under this Agreement will include reasonable interest, collection costs, and attorneys' fees (but not the compensation of an attorney who is a salaried employee of the indemnified party) incurred by the indemnified party whether or not legal action is commenced.
- (D) *Survival.* The parties' indemnification obligations set forth in this Agreement will survive any termination of this Agreement.
26. *Dispute Resolution.* Except as otherwise provided in subsection 21(E), if a dispute arises out of or relates to this Agreement, and if the parties have not settled the dispute after thirty (30) days of negotiation, the parties will attempt in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Rules (or by such other mediation process as is agreeable to the parties). If mediation fails to settle the dispute, the parties will submit the dispute to binding arbitration administered by the AAA under its Commercial Arbitration Rules (or such other arbitration process as is agreeable to the parties). Judgment on any award rendered by arbitration may be entered in any court having jurisdiction thereof. Any mediation or arbitration will be conducted in Minneapolis, Minnesota.

27. Compliance with Law; Cooperation; Anti-Corruption.

- (A) *Compliance with Law.* Each party agrees to comply with all applicable laws and regulations. If applicable laws and regulations require MoneyGram to obtain or maintain licenses or approvals from regulatory bodies, Financial Institution will cooperate with MoneyGram, including providing any reasonably necessary information to MoneyGram as needed for MoneyGram to obtain such licenses or approvals.
- (B) *Cooperation.* Financial Institution will cooperate with MoneyGram in providing information requested by regulatory bodies, and information requested by MoneyGram for its internal investigations.
- (C) *Anti-Corruption.* Financial Institution:
- (i) has not and will not make any payment, or transfer anything of value, directly or indirectly (a) to any government official or employee (including employees of a government corporation or public international organization), or to any political party, party official or candidate for public office (the foregoing collectively, "Government Official"); or (b) to any other person or entity if such payments or transfers would violate the laws of the country in which made or the laws of the United States;

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- (ii) has reviewed and agrees to abide by MoneyGram's Anti-Corruption Policy,
- (iii) has adopted an anti-corruption policy which, at a minimum, prohibits the direct or indirect offer, authorization, or payment of money or anything of value to improperly influence a Government Official;
- (iv) agrees that if subsequent developments cause the representations and warranties made herein to no longer be accurate or complete, Financial Institution will immediately so advise MoneyGram; and
- (v) agrees that this Agreement is subject to immediate termination in the event that Financial Institution breaches the representations and warranties contained herein.

28. **Term.** This Agreement is effective on the Effective Date. The initial term of this Agreement is three (3) years beginning on the Commencement Date ("Initial Term"). Thereafter, this Agreement will automatically renew for successive one (1) year terms (each a "Renewal Term") until terminated as provided in section 29.

29. **Termination.**

- (A) **Termination Not for Cause.** Either party may terminate this Agreement for any reason as of the end of the Initial Term or any Renewal Term by giving the other party written notice of termination not less than three (3) months prior to the expiration date of the Initial Term or applicable Renewal Term.
- (B) **Immediate Termination for Cause.** If Financial Institution fails to report or remit as required under this Agreement, or upon the effective date of a Change in Control as provided in subsection 31(M), MoneyGram may terminate this Agreement immediately for cause by giving Financial Institution written notice, which notice may be given by e-mail or facsimile.
- (C) **Termination for Cause.** If either party materially defaults under this Agreement, the non-defaulting party may give written notice of such default to the defaulting party and, if the defaulting party does not cure the default within thirty (30) days after the written notice of default, the non-defaulting party may terminate this Agreement for cause by written notice to the defaulting party.
- (D) **Early Termination Fee.** If Financial Institution defaults on its obligations under section 23, terminates this Agreement other than as provided in this section 29, or terminates this Agreement as provided in any Fee Schedule(s), MoneyGram may, in addition to its other remedies, collect from Financial Institution an early termination fee in an amount determined as follows: Average Available Daily Balance x 2% x 12 x the number of months remaining in the Initial Term or Renewal Term.

30. **Rights and Obligations After Termination.**

- (A) **Amounts Due.** Upon any termination of this Agreement, Financial Institution will immediately remit to MoneyGram by wire transfer all amounts due MoneyGram under this Agreement.
- (B) **Unused Check Stock.** Upon any termination of this Agreement, Financial Institution will immediately cease issuing, using or selling any Checks. Financial Institution will reimburse MoneyGram for the cost of all unused Check stock and associated shipping costs, as invoiced by MoneyGram.
- (C) **Post-Termination Processing.** Subsequent to any termination of this Agreement and subject to section 18, MoneyGram will retain the balance of the funds remitted to MoneyGram and hold for payment of Checks issued, used or sold by Financial Institution prior to termination, and will continue to honor and make payment of those Checks as they are presented. If Financial Institution places a stop payment on any given outstanding Check, Financial Institution shall pay a stop payment fee equal to \$5.00 per Check. If Financial Institution requests a refund or return on any given outstanding Check, MoneyGram will return the face amount of such Check, less a \$10.00 fee which will be deducted from the funds returned. Financial Institution will, as it deems necessary in its sole discretion, contact any of its affected customers who purchased such Checks.
- (D) **Post-Termination Fees.** Subsequent to any termination of this Agreement and subject to subsection 29(D), neither MoneyGram nor Financial Institution will pay any of the fees set forth on the Fee Schedule(s), except that Financial Institution will continue to pay its Monthly Fee as set forth on the Fee Schedule until such time as there are no Checks that remain outstanding and that do not constitute unclaimed property under applicable unclaimed property laws.
- (E) **First Day Settlement Amount.** Subsequent to any termination of this Agreement, MoneyGram will return the First Day Settlement Amount upon written request of Financial Institution only after Financial Institution has paid all amounts due MoneyGram, other than amounts due under subsection 30(D). Prior to returning the First Day Settlement Amount, MoneyGram, in its sole discretion, may offset any amounts due it, other than amounts due under subsection 30(D), against the First Day Settlement Amount.

31. General Provisions.

- (A) *Instructions.* Financial Institution will follow all of MoneyGram's reasonable instructions relating to this Agreement. MoneyGram may change the instructions from time to time.
- (B) *Governing Law.* This Agreement and the rights, duties, and obligations arising under this Agreement, will be interpreted and construed in accordance with the laws of the State of Minnesota, without regard for its conflicts of laws principles.
- (C) *Venue/Submission to Jurisdiction.* The venue for any action under this Agreement will be in the State of Minnesota, whether or not such venue is or subsequently becomes inconvenient, and the parties consent to the jurisdiction of the courts of the State of Minnesota, County of Rice, and the U.S. District Court, District of Minnesota.
- (D) *Notice of Certain Events.* Financial Institution will immediately give notice to MoneyGram upon (i) the appointment of a receiver, trustee, or similar officer for Financial Institution or any property of Financial Institution; (ii) the initiation of any action attempting to revoke or suspend any of Financial Institution's licenses by any regulatory body having authority over Financial Institution; and (iii) any criminal proceeding being initiated against Financial Institution or any officer of Financial Institution.
- (E) *Waiver of Jury Trial.* MONEYGRAM AND FINANCIAL INSTITUTION IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING THIS AGREEMENT.
- (F) *Severability and Waiver.* In the event any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions will remain valid and enforceable to the extent possible. If any provision of this Agreement is held by such court to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law, and will be enforced as amended. Waiver of any term or condition of this Agreement by either party either expressly or by implication will not constitute a modification of the Agreement and will not prevent that party from again enforcing such term or condition in the future with respect to subsequent events. No failure on the part of either party to exercise any right of termination under this Agreement will be construed to prejudice any subsequent right of termination.
- (G) *No Third Party Beneficiary.* This Agreement will not confer any rights, benefits or remedies upon any person other than the parties to this Agreement.
- (H) *Entire Agreement.* This Agreement embodies the entire agreement and understanding among the parties relative to the subject matter of this Agreement and supersedes all prior agreements and understandings relating to such subject matter.
- (I) *Amendment.* No amendment of this Agreement will be effective unless it is in writing and is signed by a duly authorized representative of each party.
- (J) *Remedies.* All rights and remedies set forth in this Agreement are cumulative and non-exclusive and, subject to section 28, each party further retains all other statutory and common law remedies provided by law.
- (K) *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives.
- (L) *Assignment.* Financial Institution may not assign this Agreement or any of its rights hereunder to any person, including a successor in interest, by operation of law or otherwise, without the prior written consent of MoneyGram. In no event will Financial Institution be relieved of its obligations or liability under this Agreement unless and until MoneyGram specifically releases Financial Institution from such obligations or liability in writing. MoneyGram may assign any of its rights or obligations under this Agreement without the consent of Financial Institution.
- (M) *Change in Control.* Financial Institution will notify MoneyGram in advance of the effective date of any Change in Control of Financial Institution and MoneyGram may, at its option, terminate this Agreement effective upon the date of such Change in Control. If, following the effective date of a Change in Control, Financial Institution's successor issues, uses or sells any Checks without this Agreement having been assigned to such successor in compliance with subsection 31(L), such successor will be liable to MoneyGram for all amounts that would be due under this Agreement by Financial Institution as a result of such issuing, using or selling of Checks.
- (N) *Time of the Essence.* Time is of the essence with respect to the performance of every provision of this Agreement.
- (O) *Survival.* The representations, warranties, covenants, indemnities and other agreements of the parties stated or implied by their terms to survive in this Agreement and the parties' obligations hereunder shall survive the execution and delivery and the termination or expiration of this Agreement.

32. *Notices.* Except as otherwise specified in this Agreement, notices of default, termination, or fee changes must be in writing and personally delivered or sent by U.S. mail, or delivered by overnight courier or transmitted by facsimile. Notices related to

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daily business may be by telephone, facsimile or e-mail as provided in the Operating Guidelines. Notices are effective when first received or refused.

Written legal notices to MoneyGram must be addressed:

MoneyGram Payment Systems, Inc.
1550 Utica Avenue South, Suite 100
Minneapolis, MN 55416
Attention: Gen'l. Mgr. Financial Paper Products

With a copy to: MoneyGram Payment Systems, Inc.
8701 Parkway Circle
Brooklyn Park, MN 55430
Attention: Official Check Operations

Notices to MoneyGram related to daily business must be directed to:

Customer Service
Telephone: (800) 323-6873
Facsimile: (612) 569-2935
E-mail: setupandsupportrequests@moneygram.com

Written legal notices to Financial Institution must be addressed:

Name: [REDACTED]
Address: [REDACTED]
Attention: [REDACTED]
Email Address: [REDACTED]

With a copy to:

Name: [REDACTED]
Address: [REDACTED]
Attention: [REDACTED]
Email Address: [REDACTED]

Notices to Financial Institution related to daily business must be directed to:

Contact person: [REDACTED]
Address: [REDACTED]
Telephone: [REDACTED]
Facsimile: [REDACTED]
E-mail: [REDACTED]

33. Attachments. The following attachments are part of this Agreement:

- ☒ Fee Schedule(s)
☒ ACH & Pre-Authorized Draft Authorization Agreement

Financial Institution:

By: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
Date: [REDACTED]

MoneyGram:

MoneyGram Payment Systems, Inc.

By: [Signature]
Name: Mark Krumpal
Title: VP Operations
Date: 3/6/12

**FEE SCHEDULE TO
FINANCIAL INSTITUTION AGREEMENT FOR OFFICIAL CHECKS**

Name of Financial Institution: _____

This Fee Schedule is for (check the boxes that apply):

☐ Agent Checks ☒ Agent Check Money Orders ☐ Cashier's Checks ☐ Teller's Checks

Financial Institution will pay MoneyGram the following fees:

Per Check Fee	\$ _____
Monthly Fee	\$ _____
Per Stop Payment Request or Order	\$ _____
Set-Up Fee	\$ _____
Other:	\$ _____

MoneyGram will pay Financial Institution the following fees monthly:

Payment Rate	X	Days in Month	+ 365 X	Average Available Daily Balance Attributable to Financial Institution

The Payment Rate is: _____ % of the Federal Funds Rate less 0 basis points.

First Day Settlement Amount is: \$ _____

MoneyGram may change these fees prospectively after thirty (30) days' written notice to Financial Institution. Financial Institution may terminate this Agreement within thirty (30) days after receipt of MoneyGram's notice if it does not accept the fee change. In such case, Financial Institution will pay the early termination fee as set forth in subsection 28(D) of this Agreement. The early termination fee will be based on the fees that are in effect prior to the fee change. The "Net Payable Amount" is the difference between the fees due to MoneyGram from Financial Institution and any fees due to Financial Institution from MoneyGram. MoneyGram shall initiate either an ACH debit or credit of the Net Payable Amount, as applicable, within fifteen (15) Business Days following the end of each calendar month.

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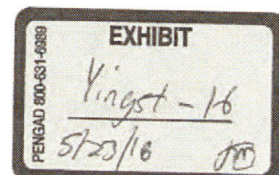


Official Check & Money Order Types

	Cashier's Check	Teller's (Official) Check	Agent Check	Financial Institution Money Order
Issuer	Financial Institution	MoneyGram	MoneyGram	MoneyGram
Drawer	Financial Institution	Financial Institution	MoneyGram	MoneyGram
Drawee	Financial Institution	MoneyGram clearing bank	MoneyGram clearing bank	MoneyGram
Reg. CC/Next Day Fund Availability	Yes	Yes	No	No
Reserve Requirement	Yes	Yes	No	No
Escheat	Financial Institution	MoneyGram	MoneyGram	MoneyGram
Document Type	Check	Check	Check	Draft
Dollar Amount	Unlimited	Unlimited	Unlimited	Limited

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Official Check & Money Order Types

	Cashier's Checks	Teller's Checks	Agent Checks	Financial Institution Money Orders
Issuer	Financial Institution	MoneyGram	MoneyGram	MoneyGram
Drawer	Financial Institution	Financial Institution	MoneyGram	MoneyGram
Drawee	Financial Institution	MoneyGram (clearing bank)	MoneyGram (clearing bank)	MoneyGram
Reg. CC/Next-Day Funds Availability	Yes	Yes	No	No
Reg. D/Reserve Requirement	Yes	Yes	No	No
Escheat	Financial Institution	MoneyGram	MoneyGram	MoneyGram
Document Type	Check	Check	Check	Draft
Dollar Amount	Unlimited	Unlimited	Unlimited	Limited

Updated 6/1/2011

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Official Check & Money Order Types

	Cashier's Checks	Teller's Checks	Agent Checks	Financial Institution Money Orders
Issuer	Financial Institution	MoneyGram	MoneyGram	MoneyGram
Drawer	Financial Institution	Financial Institution	MoneyGram	MoneyGram
Drawee	Financial Institution	MoneyGram (clearing bank)	MoneyGram (clearing bank)	MoneyGram
Reg. CC/Next-Day Funds Availability	Yes	Yes	No	No
Reg. D/Reserve Requirement	Yes	Yes	No	No
Escheat	Financial Institution	MoneyGram	MoneyGram	MoneyGram
Document Type	Check	Check	Check	Draft
Dollar Amount	Unlimited	Unlimited	Unlimited	Limited

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MG 004616

PrimeLink™
MoneyGram Payment Systems, Inc.

FINANCIAL INSTITUTION AGREEMENT

FI Name _____
Edison # _____
R&T # _____
FOR MPSI INTERNAL USE ONLY

1. Parties. The Parties to this Agreement are MoneyGram Payment Systems, Inc. ("MPSI") and the Financial Institution that signs below ("Financial Institution"). Financial Institution shall cause its subsidiaries and affiliates to abide by this Agreement as if they were parties to this Agreement.

2. Scope of this Agreement. This is an Agreement for (check as many boxes as apply):

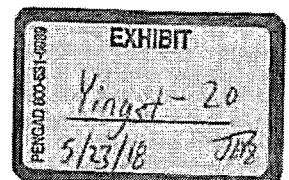
- ☐ Agent Checks
- ☐ Agent Check Money Orders
- ☐ Cashier's Checks
- ☐ Teller's Checks
- ☐ Money Orders

3. Definitions.

- **Adjusted First Day Settlement Amount:** As defined in section 11.2 below.
- **Agent Checks:** Checks drawn by MPSI on its bank. Financial Institution is not a party to Agent Checks even though its name may appear on the Agent Checks. At Financial Institution's option, these items may be used as money orders, but they are Agent Checks for the purposes of this Agreement.
- **Average Available Daily Balance:** The sum of the Outstanding Balances, including any First Day Settlement Amount, held by MPSI on each day during a given month, divided by the actual number of days in the month.
- **Business Day:** A day when MPSI is open for business. MPSI follows the calendar of the Federal Reserve Banks.
- **Cashier's Checks:** Checks drawn by Financial Institution on itself.
- **Change in Control:** Change in ownership or control shall be deemed to occur upon the occurrence of any of the following: (1) a merger, consolidation or the sale of all or substantially all the assets of Financial Institution; (2) a transfer of ownership or control or irrevocable power to vote, of a majority of voting securities of Financial Institution for the election of directors; or (3) a transfer of any kind of ownership interest in Financial Institution which carries with it the power to control, directly or indirectly, the management or policies of Financial Institution.
- **Checks:** Agent Checks, Cashier's Checks and Teller's Checks.

MoneyGram Payment Systems, Inc.
 Revised 05/2010
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- **Commencement Date:** The date when the first Check or Money Order is issued hereunder.
- **Effective Date:** The first date on which both parties have signed this Agreement.
- **Exception Checks:** Presented Checks which Financial Institution has not reported to MPSI or which are reported for amounts different from the amounts for which they are presented for payment.
- **Federal Funds Rate (or "Fed Funds" or "Federal Funds"):** The effective federal funds rate as stated in Federal Reserve Statistical Release H.15 from time to time.
- **Initial First Day Settlement Amount:** As defined in section 11.2 below. The Initial First Day Settlement Amount and any Adjusted First Day Settlement Amount are collectively referred to herein as First Day Settlement Amount.
- **LIBOR Rate (The London – Interbank Offered Rate):** The average daily LIBOR Rate derived from the quotations provided by the banks as determined by the British Bankers Association and rounded to the second decimal place.
- **Money Orders:** Drafts drawn by MPSI on itself payable through a bank.
- **Outstanding Balance:** On any given day, the total of (i) the First Day Settlement Amount held by MPSI, and (ii) the amount of money remitted by Financial Institution to MPSI pursuant to Section 11.1, less (x) the face amount of Presented Checks which have been paid by MPSI and (y) the face amount of any Checks not presented for payment and which have become unclaimed property under applicable unclaimed property laws.
- **Payment Rate:** The rate at which fees payable by MPSI to Financial Institution are calculated as provided in Exhibit A, "Fee Schedule."
- **Presented Checks and Money Orders:** Checks and Money Orders issued, used or sold by, or appearing to have been issued, used or sold by Financial Institution, which are presented for payment at a MPSI-designated clearing point.
- **Prime Rate:** The base rate on corporate loans as posted by Bloomberg Financial Markets.
- **MPSI Items:** Agent Checks, Teller's Checks and Money Orders. (Teller's Checks are called MPSI Items even though Financial Institution also is a drawer.)
- **Security Deposit:** As defined in Section 11.3 below.
- **Teller's Checks:** Checks drawn by Financial Institution and MPSI on MPSI's bank. Financial Institution is designated the "drawer" and MPSI is designated the "issuer" on Teller's Checks.

4. Authorization. MPSI authorizes Financial Institution to use and sell the MPSI Items indicated in section 2. Financial Institution authorizes MPSI to perform and MPSI agrees to perform processing and other services as provided in this Agreement.

5. Exclusivity. This is an exclusive agreement. Financial Institution agrees it will not directly or indirectly contract with any other vendor for similar services for Financial Institution, its affiliates, or its subsidiaries, or perform the services itself, while this Agreement is in effect. Financial Institution warrants that it is not breaching any other contract by entering into this Agreement. If Financial Institution adds or acquires additional institutions or affiliate locations it will use its best efforts to convert the acquired institutions to

services under this Agreement within 90 days after completion of the acquisition, except that if prevented from doing so by another agreement, Financial Institution will terminate the other agreement as soon as termination would not be a breach of the agreement and will have MPSI perform services under this Agreement at those institutions or affiliate locations. No Change in Control shall change Financial Institution's obligations under this Agreement.

6. Inventory. MPSI provides Financial Institution with one standard form of check stock inventory for each product (as indicated in section 2) at no charge. Financial Institution is responsible for examining Check and Money Order stock when received and notifying MPSI of any errors. Financial Institution is responsible for keeping unissued inventory safe from theft or loss.

7. Completion of Checks. Financial Institution agrees to complete Checks with care so that they are not easy to alter.

8. Reporting.

8.1 Issuance. If Financial Institution reports electronically, it will report to MPSI by 11 AM Central Time each Business Day as to the Checks issued, used or sold since the previous report by individual Check and by daily totals. If Financial Institution reports on paper, it will report each Business Day by overnight mail. Financial Institution will report Money Orders used or sold as set forth in the attached Report and Remittance Schedule.

8.2 MPSI's Reports. MPSI will report to Financial Institution as provided in the MPSI policies and procedures. Reports by MPSI to Financial Institution are presumed correct unless Financial Institution gives MPSI written notice of an error within forty-five (45) days.

9. Processing. MPSI will on each Business Day intercept Presented Checks and Money Orders from banking channels and process them as provided in this Agreement.

10. Exception Checks. MPSI will report to Financial Institution promptly on the first Business Day after the day of presentment the face amount and serial number of each Exception Check. Except as necessary in making such report, MPSI need not examine Presented Checks and Money Orders. Financial Institution is responsible to notify MPSI as specified in the MPSI policies and procedures of any item on the report that was not issued, used or sold by Financial Institution or which was issued in an amount different from the amount for which it is presented.

11. Remittance.

11.1 Checks. Financial Institution will remit the face amount of Checks issued, used, or sold by wire transfer so that MPSI has collected funds by 11 AM Central Time on the next Business Day. Such face amounts are deemed held in trust until remitted. If the remittance is late, Financial Institution shall pay a late charge calculated at the Prime Rate plus three percent (3%) divided by 365 for each day. Part of a day is counted as one day. MPSI may apply remittances first to pay MPSI Items. If Financial Institution is unable to determine the actual remittance amount, MPSI will estimate the amount, and Financial Institution will remit the estimated amount subject to adjustment.

11.2 First Day Settlement Amount. On the first day Financial Institution issues a Check, MPSI may require that Financial Institution remit to MPSI by wire transfer an amount up to 100% of one day's average issuance, as estimated by MPSI ("Initial First Day Settlement Amount"). Thereafter, MPSI may adjust the Initial First Day Settlement Amount at any time during the term, but not more than once per Business Day, ("Adjusted First Day Settlement Amount") in the event (i) the First Day Settlement Amount is less than 100% of the average daily issuance for the previous 60 day period, in which case MPSI may adjust the First Day Settlement Amount to equal 100% of the average daily issuance for such previous 60 day period, or (ii) Financial Institution's daily

issuance for a single day is greater than 200% of Financial Institution's First Day Settlement Amount, in which case MPSI may adjust the First Day Settlement Amount daily thereafter to reflect Financial Institution's peak daily issuance.

Financial Institution agrees to remit any amounts required to adjust the First Day Settlement Amount by 11 a.m. Central Time on the first business day following MPSI's notice to Financial Institution of the amount required for adjustment. Failure by Financial Institution to remit any amounts required to adjust the First Day Settlement Amount shall be deemed a failure to remit subject to the termination provision of 27.2.

MPSI may, at its sole discretion, return all or part of the First Day Settlement Amount to Financial Institution at any time during the term of this Agreement. Notwithstanding anything contained herein to the contrary, in the event MPSI, in its sole discretion, determines Financial Institution's First day Settlement Amount is zero, MPSI retains the right to request a subsequent First Day Settlement Amount, or increase such amount, at any time during the remainder of the term.

11.3 Money Orders & Security Deposit. Financial Institution will remit the total face amounts of all Money Orders used or sold by it as set forth in the attached Report and Remittance Schedule. Prior to Financial Institution's issuance of Money Orders under this Agreement, Financial Institution shall place on deposit with MPSI as collateral, a security deposit, such amount to be in MPSI's sole discretion ("Security Deposit"). Thereafter, MPSI may adjust the Security Deposit at any time by providing 90 days prior notice. MPSI may, at its sole discretion return all or part of the Security Deposit at any time during the term of this Agreement. In the event Financial Institution fails to pay remittances or any other amounts owed with respect to Money Orders pursuant to the Agreement, MPSI may apply the Security Deposit in payment of any and all obligations and amounts owed to MPSI by Financial Institution with respect to Money Orders. MPSI may commingle the Security Deposit with other collateral held by MPSI and with MPSI's cash and other property. MPSI may use and invest the Security Deposit in MPSI's sole discretion and at MPSI's risk. MPSI will retain all interest, income, earnings and other proceeds from the Security Deposit for MPSI's own account. MPSI will not pay any interest, income, earnings and other proceeds from the Security Deposit to Financial Institution.

12. Payment of Checks and Money Orders. Subject to section 15 below, and provided Financial Institution has not breached this Agreement by failing to report or remit for items issued, used or sold, MPSI will pay Presented Checks and Money Orders. If Financial Institution has not reported and remitted as agreed, MPSI may return the Presented Checks and Money Orders unpaid or, at its option, may pay them without waiving any rights.

13. Record Retention. MPSI will retain copies of all Checks and Money Orders, fronts and backs, for the time required by law.

14. Unclaimed Property. MPSI is responsible for unclaimed property related to MPSI Items. Financial Institution is responsible for unclaimed property related to Cashier's Checks.

15. Return of Checks; Replacement Checks.

15.1 Return of Checks. Financial Institution may at its own risk request that MPSI return a Check unpaid. MPSI agrees to honor such requests from Financial Institution unless MPSI determines in good faith that it is legally obligated to pay the Check.

15.2 Replacement Checks. Financial Institution may at its own risk issue a replacement for a lost, stolen, destroyed or unused Check or Money Order. Financial Institution is liable to MPSI for both the original and the replacement if both are presented for payment and MPSI determines in good faith that it is legally obligated to pay both.

16. Stolen or Missing Checks and Money Orders.

16.1 Notice. Financial Institution agrees to report to MPSI by telephone the correct serial number of any Check or Money Order stolen or missing in blank, and all other information relating to the event, promptly upon discovery. Financial Institution will promptly confirm the telephone notice in writing.

16.2 Liability. MPSI will not hold Financial Institution responsible for Checks or Money Orders reported stolen or missing in blank provided Financial Institution gives the notice required no later than 7:00 PM Central Time on the banking day before the Checks or Money Orders are presented for payment.

17. Altered Checks and Money Orders. Financial Institution is not responsible to MPSI for the fraudulently altered amount of a Check or Money Order unless Financial Institution or its employee or agent was negligent or participated in the alteration. Financial Institution has a duty to notify MPSI not to pay Exception Checks as provided in section 10 above.

18. Counterfeits. Financial Institution is not responsible to MPSI for counterfeit items resembling Checks or Money Orders unless Financial Institution or its employee or agent was negligent or participated in the counterfeiting. Financial Institution has a duty to notify MPSI not to pay Exception Checks as provided in section 10 above.

19. Confidentiality. The parties agree to keep information confidential as provided in the Confidentiality Agreement attachment to this Agreement.

20. Fees. During the Term of this Agreement and post termination, as applicable, the parties agree to pay fees as provided in the Fee Schedule(s) attachment. MPSI may amend the Fee Schedule(s) in its sole discretion if the Commencement Date does not occur within 90 days of the Effective Date. In addition, if Financial Institution adds applications beyond those which are covered by this Agreement as of the Effective Date, MPSI may require an alternate fee schedule with respect to those additional applications.

21. Interest. Interest at the Prime Rate plus three percent (3%) accrues on any amount due to one Party from the other Party and not paid as agreed. Part of a day is counted as one day.

22. Limitation of Liability.

22.1 Events Not Within a Party's Control. Neither Party is liable for a failure to perform arising out of an event or condition beyond the reasonable control of a Party except as provided in this section 22.1. Such events shall include, but not be limited to, data communications failure or interruption, acts of God, labor disputes, interruption of service by ACH or other payment networks, and nonperformance by the other Party. Loss or nonperformance caused by a breakdown or malfunction of computer hardware or software under the control of a Party is not excused. Each Party agrees to take commercially reasonable steps to prevent business interruptions. Each Party is liable to pay interest as provided in section 21 above on any amounts not paid when due because of an event not within the payor's control.

22.2 Damages. Neither Party is liable for any punitive or exemplary damages. MPSI is not liable for any lost profits, lost savings, or special or consequential damages arising from or caused by any error or negligence, even if MPSI is advised of the possibility of such damages.

23. Mutual Indemnity.

23.1 Indemnity by Financial Institution. Financial Institution agrees to indemnify MPSI and hold it harmless from all claims, liabilities, actions, and demands asserted by any persons (including any business entity, governmental authority, or clearing house) and from all losses, damages, and expenses arising from or in any way related to this Agreement (including any act or omission, whether honest, dishonest, negligent or otherwise, by Financial Institution or its employees, whether within or outside the scope of employment)

including any request to return a Check or Money Order or refuse payment, except to the extent losses are caused by any intentional misconduct (by act or omission) or any negligent act or omission of MPSI, its employees, agents, directors, or officers.

23.2 Indemnity by MPSI. MPSI agrees to indemnify Financial Institution and hold it harmless from all claims, liabilities, actions, and demands asserted by any persons (including any business entity, governmental authority, or clearing house) and from all losses, damages, and expenses arising from or in any way related to this Agreement (including any act or omission, whether honest, dishonest, negligent or otherwise, by MPSI or its employees, whether within or outside the scope of employment) except to the extent losses are caused by any intentional misconduct (by act or omission) or any negligent act or omission of Financial Institution, its employees, agents, directors, or officers.

23.3 Interest, Costs and Fees. Any indemnity payable by either party will include reasonable interest, collection costs, and attorneys' fees (but not the compensation of an attorney who is a salaried employee of a party) incurred by the other party whether or not legal action is started.

24. Dispute Resolution. If a dispute arises out of or relates to this Agreement, and if the parties have not settled the dispute after 30 days of negotiation, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association (the "AAA") under its Commercial Mediation Rules (or by such other mediation process agreeable to the parties). If mediation fails to settle the dispute, the parties shall submit the dispute to binding arbitration administered by the AAA under its Commercial Arbitration Rules (or such other arbitration process agreeable to the parties). Judgment on any award rendered by arbitration may be entered in any court having jurisdiction thereof. Any mediation or arbitration would be conducted in Minneapolis, Minnesota.

25. Compliance with Law. Each Party agrees to comply with all applicable laws and regulations, including but not limited to laws and regulations relating to money laundering and laws and regulations relating to privacy, including the Gramm-Leach Bliley Act of 1999. In addition, Financial Institution is responsible for compliance with OFAC regulations as they relate to Financial Institution's performance of this Agreement. Should applicable laws and regulations require MPSI to obtain or maintain licenses and approvals from regulatory bodies, Financial Institution agrees to cooperate fully with MPSI by providing any reasonably necessary information to MPSI in order to obtain such licenses or approvals. Financial Institution agrees to cooperate fully to provide information requested from regulatory bodies, as well as MPSI's requests for information for its internal investigations.

26. Term. This Agreement is effective on the Effective Date. The initial Term of this Agreement is five (5) years and begins on the Commencement Date. Thereafter, this Agreement is automatically renewed for successive one (1) year terms until terminated as provided below.

27. Termination.

27.1 Termination Not for Cause. A Party may terminate this Agreement as of the end of any term by giving the other Party three (3) months written notice of termination prior to the term expiration date.

27.2 Termination for Cause. A Party may terminate this Agreement for cause if it gives the other Party notice that the other party has materially breached this Agreement and failed to cure such breach within thirty (30) days of the written notice. Notwithstanding the above, MPSI may terminate this Agreement immediately for cause by giving notice if Financial Institution has failed to remit as agreed for MPSI Items; notice may be given by e-mail or FAX.

27.3 Early Termination Fee. If Financial Institution breaches section 5 above or terminates this Agreement other than as provided in this section 27, MPSI may, in addition to its other remedies, collect from Financial Institution MPSI's damages for loss of business during the remainder of the term.

28. Rights and Obligations After Termination. Upon any termination, Financial Institution will immediately remit to MPSI by wire transfer all amounts due MPSI. Financial Institution will reimburse MPSI for any unused inventory and shipping costs, as invoiced by MPSI. MPSI will return the First Day Settlement Amount and/or Security Deposit upon written request after termination of the Agreement and after Financial Institution has paid all amounts due MPSI. Upon termination and except as indicated in this Section 28 or as otherwise agreed to between the parties, neither MPSI nor Financial Institution shall pay any fees set forth in the Fee Schedule(s). Upon termination, MPSI will continue to retain the balance held for payment of Checks sold by Financial Institution and will continue to honor and make payment of those Checks as they are presented, subject to Section 14 of this Agreement. If Financial Institution places a stop payment on any given outstanding item, MPSI agrees to return such funds less a \$10.00 fee ("Per Item Refund Reimbursement"), which will be offset from the return of funds. Financial Institution will be responsible, as it deems necessary in its sole discretion, for contacting any affected customers who purchased such Checks to issue a new check or otherwise return the funds to the customer. In addition, subject to Section 14 of this Agreement, Financial Institution shall continue to pay the monthly fee after termination, as outlined on the Fee Schedule, until such time that all items are cleared.

29. Assignment. Financial Institution may not assign this Agreement unless prior written approval has been given by MPSI, such approval not to be unreasonably withheld. MPSI may assign its rights to receive funds under this Agreement. This Agreement shall be binding on the Parties and their successors and assigns.

30. Proprietary Materials. MPSI may use Financial Institution's name, logo, trademark, servicemark and/or location information in any MPSI marketing or advertising materials, press releases or lists of financial institutions utilizing and/or providing MPSI services.

31. General Provisions. This Agreement is the entire agreement between the parties relating to Checks and Money Orders. Except as otherwise provided in this Agreement, this Agreement may be amended only in writing signed by both parties. Section headings are for convenience only and are not part of this Agreement.

32. No Waiver; Remedies. The failure of either Party to exercise its rights is not a waiver. All remedies are cumulative.

33. Governing Law. Minnesota law governs this Agreement. The parties consent to jurisdiction and venue in Minnesota.

34. Notices. Except as specified in this Agreement, notices of default, termination, or fee changes must be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or delivered by overnight courier or transmitted by facsimile. Notices related to daily business may be by telephone, FAX or e-mail as provided in the policies and procedures Financial Institution receives from MPSI. Notices are effective when first received or refused.

Written notices to MPSI must be addressed as follows:

MoneyGram Payment Systems, Inc.
1550 Utica Avenue South
Minneapolis, MN 55416
Attention: EVP-Division President, Payment Systems Group

Notices to MPSI related to daily business must be directed to:

Customer Service
Telephone: (800) 323-6873
FAX: (612) 569-2935

Written notices to Financial Institution must be addressed as follows:

Attention: _____

Notices to Financial Institution related to daily business must be directed to:

Contact person: _____

Telephone number: _____

FAX: _____

35. Attachments. The following attachments are part of the Agreement:

- Confidentiality Agreement
- Fee Schedule(s)
- Self Print Addendum

Financial Institution:

By: _____

Name: _____

Title: _____

Date: _____

MPSI:

MoneyGram Payment Systems, Inc.

By: _____

Name: _____

Title: _____

Date: _____



AGENT CHECK FACT SHEET

Agent Checks and Regulation D

MoneyGram created Agent Checks at our bank customers' request to help our customers minimize their Federal Reserve Board Regulation D reserves.

Regulation D is found at 12 Code of Federal Regulations Part 204. 12 CFR 204(a)(1) defines "deposits" to which the reserve requirements apply. These include:

An outstanding teller's check, or an outstanding draft, certified check, cashier's check, money order, or officer's check drawn on the depository institution, issued in the usual course of business for any purpose, including payment for services, dividends, or purchases. (12 CFR 204(a)(1)(iii)).

The Agent Check is drawn by MoneyGram on its account at another bank, so the Agent Check does not fall within this definition.

MoneyGram's bank customer is not liable on the Agent Check. The bank's only obligation is on the contract with MoneyGram. This means that after the bank has remitted to MoneyGram as provided in the contract, the bank has no further obligation and nothing to reserve for.

"Deposit" is defined also to include:

Money received or held by a depository institution, or the credit given for money or its equivalent received or held by the depository institution in the usual course of business for a special or specific purpose, regardless of the legal relationships established thereby, including escrow funds, funds held as security for securities loaned by the depository institution, funds deposited as advance payment on subscriptions to United States securities, and funds held to meet its acceptances. (12 CFR 204.2(a)(1)(ii)).

While some banks have interpreted this paragraph to mean that reservable "deposits" include funds held by the bank between the day it issues an Agent Check and the day it remits to MoneyGram, 12 CFR 204.2(a)(2) provides that:

"Deposit" does not include: (i) Trust funds received or held by the depository institution that it keeps properly segregated as trust funds and apart from its general assets or which it deposits in another institution to the credit of itself as trustee or other fiduciary. If trust funds are deposited with the commercial department of the depository institution or otherwise mingled with its general assets, a deposit liability of the institution is created.

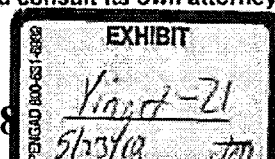
The Financial Institution Agreement for Official Checks between MoneyGram and its bank customer requires that the bank hold funds in trust until remitted to MoneyGram. See section 6(a) of the Agreement.

Each bank must consult its own advisors to determine whether this procedure meets the bank's Regulation D requirements.

This Fact Sheet is not legal advice. A bank should consult its own attorney for legal advice.

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MG 004351



TELLER'S CHECK FACT SHEET

What is a teller's check?

Revised Article 3 of the Uniform Commercial Code ("UCC")¹ specifies the rights and obligations of drawers, drawees, and holders of checks. UCC section 3-104(h) defines a teller's check as follows:

"Teller's check" means a draft drawn by a bank (i) on another bank, or (ii) payable at or through a bank.

The Official Comment to UCC section 3-104 says:

A teller's check is always drawn by a bank and is usually drawn on another bank. In some cases a teller's check is drawn on a nonbank but is made payable at or through a bank. Article 3 [of the UCC] treats both types of teller's checks identically. . . .

Under Federal Reserve Board Regulation CC (12 Code of Federal Regulations Part 229), a teller's check is "a check provided to a customer of a bank or acquired from a bank for remittance purposes, that is drawn by the bank, and drawn on another bank or payable through or at a bank." (12 CFR 229.2(gg)).

What are the rules for stopping payment?

Generally, the drawer of a check may stop payment by notifying the drawee.

However, if a bank draws a teller's check and sells it to a remitter, the bank is obligated to pay the check. If the drawer bank stops payment or wrongfully refuses to pay the check, it may be liable for damages to the person who is asserting the right to payment. (UCC section 3-411).

This means that a teller's check sold by the bank to a remitter is similar to a cashier's check. A teller's check should be as acceptable to a payee as a cashier's check.

Is a teller's check a "next-day" item under Federal Reserve Board Regulation CC?

Yes, under some circumstances. Like a cashier's check, a teller's check is a next-day item if the depositor is the payee and deposits the check in his or her account in person to a live teller using a proper deposit slip (a depository bank is permitted to require the use of a special deposit slip or envelope as a condition of making funds available on a next-day basis). (12 CFR 229.10(c)(v)).

¹ All references to UCC Article 3 in this Fact Sheet are to Article 3 as revised in 1990 and 2002. Some states, including New York, have not adopted revised Article 3.

This Fact Sheet is not legal advice. A bank should consult its own attorney for legal advice.



CASHIER'S CHECK FACT SHEET

Courts have traditionally defined a "cashier's check" as a check drawn by a bank on itself.

Revised Article 3 of the Uniform Commercial Code ("UCC")¹ specifies the rights and obligations of drawers, drawees, and holders of checks. UCC section 3-104(g) defines a cashier's check as follows:

"Cashier's check" means a draft with respect to which the drawer and drawee are the same bank or branches of the same bank.

Federal Reserve Board Regulation CC (12 Code of Federal Regulations Part 229) limits the TIME that a bank may hold funds deposited by check before making the funds available to the depositor. A cashier's check is a "next-day" item under Regulation CC *if* the depositor is the payee and deposits the check in his or her account in person to a live teller using a proper deposit slip (a depository bank is permitted to require the use of a special deposit slip or envelope as a condition of making funds available on a next-day basis). A cashier's check is defined as follows in 12 CFR 229.2(i):

"Cashier's check" means a check that is –

- (1) Drawn on a bank;
- (2) Signed by an officer or employee of the bank on behalf of the bank as drawer;
- (3) A direct obligation of the bank; and
- (4) Provided to a customer of the bank or acquired from the bank for remittance purposes.

Cashier's checks sold or issued by banks on the MoneyGram Official Check Program qualify as cashier's checks under all definitions.

¹ All references to UCC Article 3 in this Fact Sheet are to Article 3 as revised in 1990 and 2002. Some states, including New York, have not adopted revised Article 3.

This Fact Sheet is not legal advice. A bank should consult its own attorney for legal advice.

ARKANSAS, ET AL., DEFENDANTS.

COUNTY OF HENNEPIN)
) ss.
STATE OF MINNESOTA)

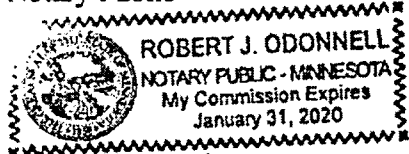
6. The attached print specifications for Official Checks have not been changed or altered from 2000 to 2017.

7. To the best of my knowledge, all MoneyGram Official Checks issued between 2000 and 2017 would be substantially similar to either the Official Check – Agent Item or Official Check – Teller's Check items attached hereto.

Sworn to before me this
3rd day of October, 2017

Robert J. O'Donnell

Notary Public



EXP 1/31/20

[Signature]

Exhibit A

EXHIBIT A

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A HOLOGRAM & A HEAT REACTIVE THERMOCHROMIC KOD. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

DRAWER: MONEYGRAM PAYMENT SYSTEMS, INC.
P.O. BOX 9478, MINNEAPOLIS, MN 55490
DRAWEE: FIRST INTERSTATE BANK
BILLINGS, MT

1234567890

93-541920

AGENT CHECK

AGENT FOR MONEYGRAM

Pay

To The
Order Of

SAMPLE-VOID

AUTHORIZED SIGNATURE

POB HERE
COUP FROM THE FRONT

⑈ 1234567890⑈ ⑆092005411⑆0153456789123⑈

Exhibit B

Exhibit C

514
EXHIBIT C

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A HOLOGRAM & A HEAT REACTIVE THERMOCHROMIC ICON. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

12345678
TELLER'S CHECK

5-700
110

PAY

TO
THE
ORDER
OF

SAMPLE-VOID

DRAWER: INSTITUTION

ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC.
PO BOX 9475, MINNEAPOLIS, MN 55480
DRAWEE: THE BANK OF NEW YORK MELLON
EVERETT, MA

30312 / M 12770-P

PUT HERE
COUNTERCOUNTER

⑈ 12345678⑈ ⑆011007092⑆0160012345678⑈

Exhibit D

EXHIBIT D

TELLER CHECK-NEW MICR

INSTRUCTIONS FOR PRINTING COMMON MACHINE LANGUAGE CHARACTERS E13-B ON CHECKS USING MAGNETIC INK

<p>(Must be printed on the face of the check - placement is optional)</p> <p>5-709 1 1 0</p>										<p>(Must be printed on the face of the check - Placement is above signature line.)</p> <p>DRAWER: BANK NAME OF ISSUER</p>									
<p>ISSUED BY: MONEYGRAM PAYMENT SYSTEMS, INC. P.O. BOX 8678 MINNEAPOLIS MN 55430 DRAWEE: THE BANK OF NEW YORK MELLON</p>										<p>NO MAGNETIC PRINTING OTHER THAN CODING BELOW THIS LINE</p>									
<p>AUXILIARY ON US FIELD</p>										<p>TRANSIT NO. FIELD</p>									
<p>65 84 03 62 61 60 59 58 57 56 55 54 53 52 51 50 49 48 47 46 45 44 43 42 41 40 39 38 37 36 35 34 33 32 31 30 29 28 27 26 25 24 23 22 21 20 19 18 17 16 15 14 13 12 11 10 9 8 7 6 5 4 3 2 1</p>										<p>AMOUNT FIELD</p>									
<p>EVERETT, MA</p>										<p>THE CLEAR BAND</p>									

516

As shown above, an area 5/8" deep by approximately 6" long is reserved for the common machine language characters. No other ink printing may appear in this area.

13 digit account number assigned by TFC

BOTTOM OF CHECK

PRINTING THE CODE

The common machine language characters must be printed as shown above with a band 1/4" wide spaced as above. The exact sequence is illustrated. The code must be printed with approved magnetic ink in accordance with the specifications outlined in Booklets #147 and #150, American Bankers Association.

8-10 DIGIT SERIAL NUMBER

THE COMMON MACHINE LANGUAGE

E13-B
NUMERALS
TRANSIT NO. SYMBOL
AMOUNT SYMBOL
ON-US SYMBOL
DASH SYMBOL

AC This is the on-us symbol

T This is the routing & transit symbol
R

S serial number

Fact Sheet

Agent Check

UNCLAIMED PROPERTY REPORTING

Q: When does an Agent Check become unclaimed property subject to reporting under unclaimed property laws?

A: An Agent Check becomes unclaimed property subject to reporting under unclaimed property laws after the holder of the Agent Check has had no communication with the owner and/or payee of the Agent Check for the applicable period of time set forth in the unclaimed property laws of the state having the primary claim to the property. If the holder's records do not contain a last known address for the owner and/or payee, then the state in which the holder resides or has its domicile is entitled to claim the property. The period of time after which property becomes unclaimed property varies by state and ranges from three to seven years.

Q: Who has the responsibility for reporting an unclaimed Agent Check?

A: Travelers Express is responsible for reporting unclaimed Agent Checks. This is because the holder of an unclaimed Agent Check has the responsibility to report the unclaimed Agent Check, and Travelers Express is the holder of unclaimed Agent Checks.

Q: To which state must the unclaimed Agent Check be reported?

A: Travelers Express has a Minnesota domicile and, as such, must report unclaimed Agent Checks to Minnesota.

Q: When must Travelers Express report unclaimed Agent Checks?

A: Under Minnesota's unclaimed property law, Travelers Express must report Agent Checks that have been unclaimed for 3 years.

Exhibit No. 24
Witness: Patrick
Date: 6/5/13
Reporter: B. Carey, RPR

Fact Sheet

Cashier's Check

UNCLAIMED PROPERTY REPORTING

Q: When does a Cashier's Check become unclaimed property subject to reporting under unclaimed property laws?

A: A Cashier's Check becomes unclaimed property subject to unclaimed property laws after the holder of the Cashier's Check has had no communication with the remitter and/or payee of the Cashier's Check for the applicable period of time set forth in the unclaimed property laws of the state having the primary claim to the property. If the holder's records do not contain a last known address for the remitter and/or payee, then the state in which the holder resides or has its domicile is entitled to claim the property. The period of time after which property becomes unclaimed varies by state and ranges from three to seven years.

Q: Who has the responsibility for reporting an unclaimed Cashier's Check?

A: The bank that issued the Cashier's Check is responsible for reporting an unclaimed Cashier's Check. This is because the holder of an unclaimed Cashier's Check has the responsibility to report the unclaimed Cashier's Check, and the bank that issued the Cashier's Check is the holder of the Cashier's Check. Given the nature of a Cashier's Check, Travelers Express is not a holder of the item.

Q: To which state must the unclaimed Cashier's Check be reported?

A: The bank that issued the unclaimed Cashier's Check must make this determination.

Q: When must the bank report the unclaimed Cashier's Check?

A: Again, the bank that issued the unclaimed Cashier's Check must make this determination based on applicable state unclaimed property law.

Fact Sheet

Teller's Check

UNCLAIMED PROPERTY REPORTING

Q: When does a Teller's Check become unclaimed property subject to unclaimed property laws?

A: A Teller's Check becomes unclaimed property subject to reporting under unclaimed property laws after the holder of the Teller's Check has had no communication with the owner and/or payee of the Teller's Check for the applicable period of time set forth in the unclaimed property laws of the state having the primary claim to the property. If the holder's records do not contain a last known address for the remitter, then the state in which the holder resides or has its domicile is entitled to claim the property. The period of time after which property becomes unclaimed property varies by state and ranges from three to seven years.

Q: Who has the responsibility for reporting an unclaimed Teller's Check?

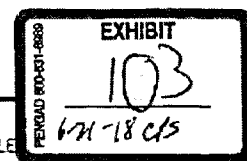
A: Travelers Express and the bank that issued the Teller's Check share responsibility for reporting unclaimed Teller's Checks. This is because the holder of a Teller's Check has the responsibility to report the unclaimed Teller's Check, and both Travelers Express and the bank that issued the Teller's Check are holders of unclaimed Teller's Checks. Only one needs to make the report.

Q: To which state must the unclaimed Teller's Check be reported?

A: It depends upon which entity reports the unclaimed Teller's Check. If Travelers Express reports the unclaimed Teller's Check, Travelers Express must report the unclaimed Teller's Check to Minnesota. This is because Travelers Express has a Minnesota domicile. If the bank reports the unclaimed Teller's Check, then the bank must make this determination.

Q: When must the unclaimed Teller's Check be reported?

A: Again, it depends upon which entity reports the unclaimed Teller's Check. If Travelers Express reports the unclaimed Teller's Check, Travelers Express must report unclaimed Teller's Checks that have been unclaimed for 3 years. If the bank chooses to report the unclaimed Teller's Check, then the bank must make this determination based on applicable state unclaimed property law.



Message

From: Kauffman, Alex [/O=TAG/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B56433BD6B744C9D953AA6C8DF90F5A9-KAUFFMAN, ALE]
Sent: 11/16/2015 11:54:26 AM
To: Michael Rato [mrato@mdmc-law.com]
CC: Shane Osborn [/o=TAG/ou=Exchange Administrative Group (FYDIBOHF23SPDLT)/cn=Recipients/cn=e3742eb531f348f682569219f71eeb64-S Osborn]
Subject: FW: MoneyGram
Attachments: Third Party Bank Checks memo from TSG.docx; 0051_001.pdf

Hi Mike,

I thought you might be interested to read Delaware's response to the States' demands for payments, and of our response to our States (this has not been sent to DE).

Also, Pennsylvania and a few other States have asked us to gather similar records for previous periods so that a broader settlement can hopefully be reached among all States covering all periods. Would you please ask MoneyGram to provide a similar report for older Official Checks reported to their State(s) of incorporation? As far back as they have them, please.

Thanks,
 Alex

From: Shane Osborn
Sent: Tuesday, November 3, 2015 2:46 PM
To: Kauffman, Alex <akauffman@treasuryservicesgroup.com>
Subject: Fwd: Info

Shane Osborn | Chairman & CEO | Treasury Services Group | www.treasuryservicesgroup.com |
 Office: 402.682.7260 | Mobile: 402.699.0344 | sosborn@treasuryservicesgroup.com |



This email contains information which may be PROPRIETARY IN NATURE OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE and is intended only for the use of the addresses(s) named above. If you have received this email in error, please contact the sender immediately.

Begin forwarded message:

From: "Munley, Brian" <bmunley@patreasury.gov>
Date: November 3, 2015 at 2:43:44 PM AST
To: "sosborn@treasuryservicesgroup.com" <sosborn@treasuryservicesgroup.com>
Cc: "Benkovic, Barbara" <bbenkovic@patreasury.gov>, "Rohanna, Douglas K." <dkrohanna@patreasury.gov>
Subject: RE: Info

Shane,

ALF00001789

While on topic, in addition to the reconciliation and supporting documentation re checks/orders erroneously reported to Delaware, Pennsylvania Treasury requests a similar reconciliation and supporting documentation for the amounts erroneously reported to Minnesota as far back as records have been maintained.

Thanks.



TO: State Unclaimed Property Administrators

FROM: Treasury Services Group, LLC

RE: Delaware memo on Third Party Bank Checks

DATE: October 14, 2015

We wanted to provide some supplemental information for your attorneys as they review the MoneyGram issue and Delaware's recent letter to the participating States. Unfortunately it appears as though Delaware is continuing to ignore the facts and rely on a selective view of legal history for their analysis, just as they did in 2011 when they directed MoneyGram to continue improperly escheating all official checks to Delaware.

As you know, in 1974 Congress recognized the need to address escheatment priority rules following the Supreme Court decision in *Pennsylvania v. New York* as it applied to money orders, traveler's checks and other similar instruments, when it enacted the Disposition of Abandoned Money Orders and Traveler's Checks Act¹ (the "Act").

The Act modified the *Pennsylvania v. New York* decision by declaring that the state where the money order, traveler's check or other similar instrument was purchased has top priority to take custody of such unclaimed property. The statute also provides that if the issuer's books and records do not show the state of purchase, or if they do show the state of purchase but the state has no power under its own laws to take custody, then the state of the issuer's principal place of business, not the state of incorporation, has the right to take custody of the property. There is no doubt that Congress believed that the state where the instrument was purchased had a greater interest in the underlying property than: 1) the state where the issuer has its principal place of business; and 2) the state where the issuer is incorporated.

As we understand Delaware's position, Delaware believes that somehow these official check instruments, which are almost identical to money orders in every respect, are third party bank checks as excluded in the statutory language. Delaware's reasoning in this regard is based on a rejection of the notion that the language could be referring to bank checks that had been endorsed over to a third party, that the instruments may be considered "teller's checks," and on a selective reading of the legislative history of the Act.

Delaware's interpretation directly violates legal precedent. The only Federal case that defines "third party bank check" is contrary to Delaware's proposed reading of the phrase. In *U.S. v. Thwaites Place Associates*, the Southern District of New York (548 F.Supp 94) addressed specifically

¹ 12 U.S.C. §§ 2501-2503.

1100 Main Street • Suite 2720 • Kansas City, MO 64105 • Tel: 402.682.7260 • Fax: 402.939.0200

www.treasuryservicesgroup.com

Austin • Boston • Kansas City • Arlington

the issue of third party bank checks. In *U.S. v. Thwaites*, the successful bidder at a foreclosure auction attempted to make the required down payment with a certified check that was made out to one other than the high bidder. To effectuate the sale the bank check had to be endorsed by the bidder. That instrument was deemed by the court to be a "third party bank check" which was unacceptable under the terms of the auction. Thus the courts deem a "third party bank check" to be a check made out to one party but endorsed over to another, as we have always maintained. This court interpretation proves that third party bank checks are different from the official checks reported to Delaware.

Delaware's consideration of the legislative history is misguided. In analyzing the Act we did in fact consider the statute's legislative history, which we agree is extremely helpful. The U.S. Department of the Treasury's ("Treasury") General Counsel, Edward C. Schmults, did express concerns that the legislation may be considered too broad and would cover "third party payment bank checks." The Committee adopted part of Treasury's recommendation in what it referred to in the Committee Report as a "technical amendment". However, Congress added only the words "third party bank checks." Why Congress dropped the word "payment" from Treasury's recommended language will most likely never be known. However, without the word payment it seems to suggest that the third party is not who is receiving payment from the bank check but rather as we originally suggested, it is a bank check that is now being presented for payment by a third party to the original transaction.

However, what is clear is that nowhere in Treasury's communication with the Committee did Mr. Schmults suggest -- nor did Congress endorse the idea -- that there were specific instruments that Congress had in mind that needed to be excluded. At the time the legislation was passed, there was no common definition of third party bank checks. It is highly unlikely that Congress would create an important exclusion for a particular financial instrument that did not have a common definition. It is much more likely that Congress was referring to the practice of signing checks over to a third party—a practice that was common at the time and would have clouded the issue of which State was entitled to the benefits of escheat.

If Congress did have a specific instrument in mind, it was much more likely to have been checks issued by thrifts and S&L corporations. At the time the legislation was being considered, there was a great deal of discussion within Congress and regulatory agencies about a new third party *payment* instrument that was allowing thrifts, savings and loans and credit unions to provide their customers a mechanism to make third party payments². These accounts allowed nonbanks to compete with commercial banks by allowing them to make third party payments out of interest bearing accounts.

The practice was extremely controversial at the time and was subject to no less than eight bills introduced between 1973 and 1977³ to either curb or further enhance its practice. Dozens of

² Third-party payment accounts are those that permit the depositor to direct the institution to pay a third party by means of an order issued to the third party. William E. Gibson, *Deposit Demand, "Hot Money," and the Viability of Thrift Institutions*, 3 Brookings Institution 593-636 (1974) (Brookings Papers on Economic Activity)

³ H.R. 3035, 94th Congress (1975-1976) Added New York to New Jersey to the list of States in which NOW accounts are permitted, contingent on legislation within the respective States granting third party payment transfer authority to State-chartered thrift institutions; S. 1668, 95th Congress. A Bill to Provide for Equitable Regulation of savings accounts

scholarly articles were written to address this new payment instrument. Commercial banks, particularly national banks were extremely opposed to savings and loans, thrifts and credit unions being able to offer third party payment accounts or instruments of any kind. Therefore, logic dictates much more that the Department of the Treasury was urging Congress to narrow the coverage of this legislation by carving out these third party payment instruments (where the third party was always referred to as the receiver of the funds, not the guarantor of the funds.)

Absent a clearly expressed legislative intention to the contrary, that language must ordinarily be regarded as conclusive." *Consumer Product Safety Commission et al. v. GTE Sylvania, Inc. et al.*, 447 U.S. 102 (1980). "[I]n interpreting a statute a court should always turn to one cardinal canon before all others. . . [C]ourts must presume that a legislature says in a statute what it means and means in a statute what it says there." *Connecticut Nat'l Bank v. Germain*, [[HYPERLINK "https://en.wikipedia.org/wiki/Case_citation" \o "Case citation" \]](https://en.wikipedia.org/wiki/Case_citation) (1992). Indeed, "when the words of a statute are unambiguous, then, this first canon is also the last: 'judicial inquiry is complete.'" 503 U.S. 249, 254.

Looking at the precise language of the statute it says two things: 1) its provisions apply to money orders, traveler's checks or other similar written instruments; and 2) it excluded third party bank checks. First, MoneyGram's official check product is not only similar but is almost identical in every way to money orders. They sell both products through its agents, either financial institutions or other retail outlets. They both show MoneyGram as the drawer and MoneyGram's bank as the drawee. They both are treated similarly under their states' regulatory agencies. Physically, they are

used to make payments to third parties; S. 1667, 95th Congress: Amends the Federal Home Loan Bank Act to permit federally-chartered savings and loan associations to offer negotiable order of withdrawal (NOW) accounts; H.R. 12934, 94th Congress (1975-1976) the Federal Reserve Reform Act added New York and New Jersey to the list of States in which third party payment transfer authority is allowed, if such authority is granted by such States-to-State chartered thrift institutions; H.R. 13744, 95th Congress -- Prohibits the establishment by State or Federal law of interest rate differentials between: (1) banks, other than savings banks, the deposits of which are insured by the Federal Deposit Insurance Corporation; and (2) savings and loan, building and loan, or homestead associations (including cooperative banks) the deposits of which are insured by the FSLIC, or mutual savings banks, on savings accounts from which automatic transfers to third-party payment accounts may be made pursuant to the prearranged agreement of depositors or account holders; S. 3461 — 95th Congress (1977-1978) Prohibits the establishment, by State or Federal law of interest rate differentials between: (1) banks, other than savings banks, the deposits of which are insured by the Federal Deposit Insurance Corporation; and (2) savings and loan, building and loan, or homestead associations (including cooperative banks) the deposits of which are insured by the FSLIC, or mutual savings banks, on savings accounts from which automatic transfers to third-party payment accounts may be made pursuant to the prearranged agreement of depositors or accountholders; H.R. 13748 — 95th Congress (1977-1978) Prohibits the establishment, by State or Federal law of interest rate differentials between: (1) banks, other than savings banks, the deposits of which are insured by the Federal Deposit Insurance Corporation; and (2) savings and loan, building and loan, or homestead associations (including cooperative banks) the deposits of which are insured by the FSLIC, or mutual savings banks, on savings accounts from which automatic transfers to third-party payment accounts may be made pursuant to the prearranged agreement of depositors or accountholders; H.R. 14044 — 95th Congress (1977-1978) Prohibits the establishment, by State or Federal law of interest rate differentials between: (1) banks, other than savings banks, the deposits of which are insured by the Federal Deposit Insurance Corporation; and (2) savings and loan, building and loan, or homestead associations (including cooperative banks) the deposits of which are insured by the Federal Savings and Loan Insurance Corporation, or mutual savings banks, on savings accounts from which automatic transfers to third-party payment accounts may be made pursuant to the prearranged agreement of depositors or accountholders.

identical. The only real differences are where they are sold and the limit on the value of the instruments.

The legislative history also is more instructive when looking at the entire Committee Report. That history includes the letter to the Committee from the Chairman of the Board of Governors of the Federal Reserve System. That letter emphasized many times, the need to address the inequities between the states that existed at the time. In his letter to the Committee, the Federal Reserve Chairman, Arthur F. Burns, referencing the legislation states that “[t]o correct this obvious inequity [created by the *Pennsylvania v. New York* decision], the Board concurs with the purpose⁴ of the proposed legislation.”

Chairman Burns recommended two changes to the underlying legislation to make it clear that the State of purchase should be dispositive as a matter of equity. One recommended change was to make sure the underlying legislative language achieved the Committee’s purpose. Therefore, it was recommended that the language reference the State where the instrument was “purchased” rather than the State where the instrument was “issued”. He went on to analyze why that was important. He focused on the traveler’s check market at the time, noting that American Express accounted for two-thirds of the market and the rest of the market included two nonbanking subsidiaries of large bank holding companies (15%) and two other firms with each hold 1% of the market. He stated further that “[c]learly, an organization that issues such instruments will not usually be the organization that sells such instruments to the public. This fact emphasizes again the importance of the place where the instrument is ultimately purchased....”

The second recommendation was to eliminate the different tests the Committee had established for national banks versus state chartered banks. The Chairman noted if the Committee maintained the different test for national banks where the property would escheat to “the State of its principal place of business” that it “*would result in a windfall*” for a few States in which the laws for corporate organization are most attractive⁵ which would frustrate Congress’ goal of making the disposition of unclaimed property among the states more equitable. The Committee adopted both of the Board’s recommendations.

Delaware’s reference to the UCC is irrelevant. They suggest that the MoneyGram official checks are teller’s checks. First, the definition of teller’s check under the Uniform Commercial Code (“UCC”) is: 1) a draft drawn by a bank; 2) on another bank, or payable at or through a bank. Under §4-105(1) of the UCC, bank is defined as a “person engaged in the business of banking, including a savings bank, savings and loan association, credit union or trust company.” It is clear based on the statutes of every state in which MoneyGram does business, including Delaware, that MoneyGram is not a bank. In addition, MoneyGram definitely is not a bank under Federal law. On January, 7, 2015, the U.S. Tax Court found that MoneyGram is not regulated as a “bank” by the Federal Reserve Board, the Office of the Comptroller of Currency or the Federal Deposit Insurance Corporation and is not eligible for membership in the Federal Reserve System. The opinion further states that “it is regulated as a money services business. Federal banking regulations specifically

⁴ Discussed further below

⁵ Id. Page 4

exclude MSB's from the definition of "bank". *MoneyGram International Inc. and subsidiaries v. Commissioner of Internal Revenue*, case number 12231-12, 30309-12, in the U.S. Tax Court.

Therefore, in order for an official check to be a teller's check, both the drawer and drawee must be different banks under the UCC definition. MoneyGram's bank clients simply sell the official check instruments. However, according to MoneyGram's contracts, the funds are not drawn from the client financial institution. Rather, the instrument is purchased by the financial institution's customer either with cash or from funds drawn from the customer's account (not the bank's funds). Once purchased, the instrument is clearly marked that the drawer of the instrument is MoneyGram. Then, upon presentment, the funds are drawn from MoneyGram's account. Therefore, the funds are drawn from a bank but they are not drawn by another bank or payable at or through a bank. The Uniform Commercial Code requires the instrument to state that it is "payable through" a specific bank for it to be payable through a bank. UCC §4-106 Payable through or payable at bank; collecting bank. The MoneyGram instruments do not include any "payable through" language. Therefore, these instruments fail the second part of the "teller's check" definition.

Delaware's intention in this matter is clearly to undermine the very purpose of this bill—to provide equity among the States. Finally and possibly most importantly, is considering the purpose of the underlying legislation. As noted in *Travelers Express v. Minnesota*, when construing this statute, Congress' purposes must be borne in mind. See [[HYPERLINK "https://a.next.westlaw.com/Link/Document/FullText?findType=Y&serNum=1979135111&pubNum=708&originatingDoc=18b91cd79556011d997e0acd5cbb90d3f&refType=RP&fi=co_pp_sp_708_1911&originationContext=document&transitionType=DocumentItem&contextData=\(sc.Search\)"](https://a.next.westlaw.com/Link/Document/FullText?findType=Y&serNum=1979135111&pubNum=708&originatingDoc=18b91cd79556011d997e0acd5cbb90d3f&refType=RP&fi=co_pp_sp_708_1911&originationContext=document&transitionType=DocumentItem&contextData=(sc.Search))] [HYPERLINK "https://a.next.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000546&cite=12USCAS2503&originatingDoc=18b91cd79556011d997e0acd5cbb90d3f&refType=LQ&originationContext=document&transitionType=DocumentItem&contextData=\(sc.Search\)"](https://a.next.westlaw.com/Link/Document/FullText?findType=L&pubNum=1000546&cite=12USCAS2503&originatingDoc=18b91cd79556011d997e0acd5cbb90d3f&refType=LQ&originationContext=document&transitionType=DocumentItem&contextData=(sc.Search))] was obviously designed to modify the rule established by the Supreme Court regarding money orders, traveler's checks and other similar instruments.

Congress' purpose could not have been made clearer in this instance. In §2501 the Congressional findings and declaration of purpose⁹ section states that "[t]he Congress finds and declares that: (1) the books and records of banking and financial organizations and business associations engaged in issuing and selling money orders and traveler's checks do not, as a matter of business practice, show the last known addresses of purchasers of such instruments; (2) a substantial majority of such purchasers reside in the States where such instruments are purchased; (3) the States wherein the purchasers of money orders and traveler's checks reside should, as a matter of equity among the several States, be entitled to the proceeds of such instruments in the event of abandonment (emphasis added); (4) it is a burden on interstate commerce that the proceeds of such instruments are not being distributed to the States entitled thereto; and (5) the cost of maintaining and retrieving addresses of purchasers of money orders and traveler's checks is an additional burden on interstate commerce since it has been determined that most purchasers reside in the State of purchase of such instruments."

⁹ (Pub. L. 93-495, title VI, § 601, Oct. 28, 1974, 88 Stat. 1525)

In addition to the language above that was adopted as the "Congressional Findings and Purposes" section of the Statute, the United States Senate Committee on Banking, Housing and Urban Affairs referenced its purpose to address the inequities that led to the need for the legislation at least five times in its Committee Report⁷.

Congress' concern of addressing the inequities of one state receiving what they referred to as a "windfall" from other states which have a greater interest in the escheated property was well-founded at the time and could not be more evident by the current situation.

Less than one half of one-percent of all official check property escheated to the State of Delaware was actually purchased in Delaware. According to our review, MoneyGram should have escheated only slightly more than \$1 million to Delaware rather than the more than \$250 million Delaware now holds. That is a \$250 million windfall to Delaware simply because Delaware has favorable laws of incorporation. There is no question that such a result turns the underlying purpose of the statute on its head. The tortured reading Delaware suggests of the phrase "third party bank check" to carve out these instruments is blatantly inconsistent with Congressional intent, has no basis in the Act's legislative history, has no basis in an otherwise heavily regulated banking sector or case law.

We believe without a doubt that this official check property was wrongfully escheated to Delaware. The instruments at issue are not just similar but are almost identical to money orders. They cannot be considered teller's checks and a reading of the Act as suggested by Delaware has no legal basis – whatsoever. The current situation demonstrates why it was important that Congress pass the Disposition of Abandoned Money Orders and Traveler's Checks Act. Delaware is enjoying an unfair windfall at the expense of the rest of the country.

MoneyGram's competitors escheat these items to the States of purchase and Minnesota agrees with our conclusion and has now reimbursed the correct States for items wrongfully escheated to Minnesota. This memo from Delaware is clearly nothing more than an attempt to slow down the necessary reimbursement of the other States, and we encourage you not to allow Delaware to do so.

⁷ "Enactment of this legislation will equitably resolve a longstanding and much litigated conflict. . ."; "As these amounts grow, it becomes more important to assure their equitable distribution among the various States"; "Conflicting claims and the effect of a recent United States Supreme Court decision currently result in inhibiting such an equitable distribution." "In order to resolve these conflicts and assure that each State receives its fair share of the proceeds of these instruments legislation was introduced by. . ."; "Thus, the legislation resolves existing and prospective conflicting claims by assuring that every State where such an instrument was sold has the opportunity to escheat or take custody of the proceeds of that instrument. This is far better than continuing to permit a relatively few States to claim these sums solely because the seller is domiciled in that State, even though the entire transaction took place in another State."

YOU DON'T HAVE TO TAKE IT WITH YOU

western union **Telegraphic Money Order** MU 68910 1-2
210

ISSUED AT New York, N. Y. May 5 1969

WHEN COUNTERSIGNED AT POINT OF ISSUE PAY TO J. J. Witt OR ORDER 1 of 2

THE SUM OF One hundred and no/100 DOLLARS \$ 100.00

FROM Wilmington, Delaware May 3 1969 MOD NO. CNT ☐ CPT ☐

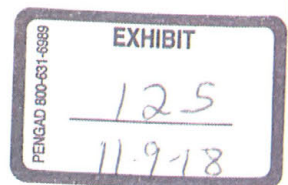
COUNTERSIGNED John Doe THE WESTERN UNION TELEGRAPH COMPANY

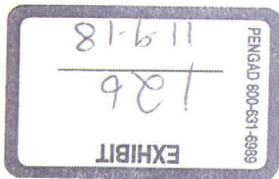
THE CHASE MANHATTAN BANK
NATIONAL ASSOCIATION
1 CHASE MANHATTAN PLAZA
NEW YORK, N. Y.

[Signature]
TREASURER

⑆0210⑆0002⑆ 910⑆3⑆000049⑆

money by wire
via western union





W. U. T. CO.

AD-9468025

AMERICAN EXPRESS CO.

MONEY ORDER
LIMITED TO FIFTY DOLLARS
REMITTER'S RECEIPT
KEEP IT.

AMOUNT	DOLLARS	CENTS
42	42	00

CHECK HERE IF TO BE REMITTED TO
U.S. CANADA - WIND. ☒ OTHER COUNTRIES ☐

DATE *June 6, 1940* SENT TO *Western Union*

BY *Howard A. Smith* TREASURER

SEE NOTICE ON OTHER SIDE.

EXPRESS MONEY ORDER

NO ADVICE REQUIRED

AD-9468025

Pay to *Richard Hunsicker*

The Sum of *Only forty Two cents* or Dollars in United States:

ISSUED AT *Jackson, Mich.*

NAME OF REMITTER *Continental Ins. Corp.*

CITY *Jackson, Mich.* (STATE) *Mich.*

Date *June 6, 1940* REMITTER'S ADDRESS *209 Peoples Bldg.*

COUNTERSIGNED BY *THE WESTERN UNION TELEGRAPH CO.*

BY *H. A. Wheeler* AGENT

ANY ERASURE, ALTERATION, DEFACEMENT OR mutilation of this order renders it void.

1000 NOVEMBER 1938 (P) PRINTED IN U.S.A.

NOTICE
THIS MONEY ORDER IS NOT PAYABLE
TO BEARER.
IF HOLDER IS UNKNOWN CONCLUSIVE EVIDENCE
OF IDENTITY MUST BE FURNISHED.

ENDORSE HERE

PROTECT YOUR TRAVEL FUNDS
CARRY
AMERICAN EXPRESS
TRAVELERS CHEQUES

WHEN REMITTING TO
FOREIGN COUNTRIES USE
AMERICAN EXPRESS SERVICE

NOTICE—IF THE MONEY ORDER
DESCRIBED ON REVERSE HEREOF IS
LOST OR DESTROYED, THE AMERICAN
EXPRESS COMPANY WILL REFUND TO
OWNER THE FACE VALUE THEREOF
UPON PRESENTATION OF THIS RECEIPT
AND EXECUTION OF THE COMPANY'S
AGREEMENT FOR REFUND.

EXHIBIT

TELEGRAPHIC MONEY ORDER

WALLACE BUSINESS FORMS, INC.

YOU CAN SEND A MESSAGE WITH YOUR MONEY
Only A FEW CENTS MORE

WESTERN UNION TELEGRAPHIC MONEY ORDER

WU 72A (R1-67)

THE FASTEST AND SAFEST WAY TO SEND OR RECEIVE MONEY

Send the following Money Order subject to conditions below and on back hereof, which are hereby agreed to:

ACCTG. INFM.	CHECK	OFFICE	DATE AND FILING TIME
H6	PD	RIVERHEAD	51568 2P EDST

	AMT.	
\$	250	00
\$	CHGS.	4 00
E	TOLLS	1 96
	TAX	04
	TOTAL	256 40

DO NOT WRITE ABOVE THIS LINE

PAY AMOUNT: Two hundred and fifty /100 DOLLARS \$ (250)

TO: Mr. Herbert S. Levitt (PRINT NAME) Ap. 2A (FIGURES)

ADDRESS: 120 East 92 Street, New York City (STREET AND NUMBER) NY (CITY AND STATE)

SENDER'S NAME: Hunter Levitt

DELIVER THE FOLLOWING MESSAGE WITH THE MONEY:
This is the last time. Absolutely the last time.

Unless signed below the Telegraph Company is directed to pay this money order at my risk to such person as its agent believes to be the person named above, personal identification being required. Foreign money orders excepted.

Hunter G. Leach (SENDER'S SIGNATURE) Hunter Lisa Levitt (SENDER'S FULL NAME)
226 Dune Road, Westhampton, N.Y. (SENDER'S ADDRESS) 516-288-3582 (TELEPHONE NUMBER)

Information for test question:

How to answer a cry for help.
Fast.

THIS ORDER MAY BE CASHED BY ANYONE TO WHOM THE PAYEE IS KNOWN

WESTERN UNION MONEY ORDER

1-2
210

ISSUED AT NEW YORK CITY, NEW YORK MAY 16 19 68

When Countersigned at Point of Issue PAY TO HERBERT S. LEVITT OR ORDER

THE SUM OF TWO HUNDRED AND FIFTY DOLLARS \$250.00

TELEGRAPHED FROM RIVERHEAD, NY MAY 16, 19 68 NUMBER FV70444

THE CHASE MANHATTAN BANK
EIGHTEEN FINE STREET,
NEW YORK, N. Y.

COUNTERSIGNED BY Wayne Frances McQuiston THE WESTERN UNION TELEGRAPH COMPANY
MONETARY ORDER AGENT

⑆0260⑉0002⑆ 910⑉3⑉000049⑉

Choose between this or cash.
It's good anywhere. With identification.

Money is a popular commodity. And we at Western Union are happy to say that we're in a position to hand it out. Yours, however, not ours.

This is not to say that we advocate either of us throwing it around loosely.

You may have, for example, a salesman on Bleached Bones Mesa who gets caught short. Or who needs an advance. Or who's missed a pay check. Or one of your executives may be in Paris or Montevideo or Tokyo. And suddenly poor.

What you do to help these people is this. Fill out the money order form you see on the opposite page. You can keep a stack of them in your office. Send it and the money to one of our offices near you. If you have a tieline or credit with us, you can arrange to send money anywhere without even leaving your office. Our receiving office either delivers the funds or notifies your people as soon as the money arrives. After they've identified themselves, they'll get the cash or a check, which any bank will cash upon identification.

This is an old service. It was born in 1870. And has been going great ever since. Which certainly says something about money.



Western Union isn't just a lot of fast talk.

Supreme Court of the United StatesDELAWARE, *PLAINTIFF,*

V.

DOCKET Nos. 220145 & 220146 (CONSOLIDATED)

ARKANSAS, ET AL., *DEFENDANTS.***DECLARATION OF EVA YINGST**

Eva Yingst, pursuant to 28 U.S.C. § 1746 hereby declares:

1. I am the Head of Financial Paper Products/Banking Solutions for MoneyGram Payment Systems, Inc. ("MoneyGram"). I make this declaration from my own personal knowledge.

2. During my deposition in the above-captioned action, I described a "blank stock" with specific language on the back which only applies if the item is "designated on its face as a money order" that can be used for MoneyGram Agent Checks, Teller's Checks, and Agent Check Money Orders. See May 23, 2018 Deposition of Eva Yingst at p. 412-413.

3. Attached as Exhibit A hereto is a sample of a MoneyGram Agent Check printed on such stock.

4. Attached as Exhibit B hereto is a sample of a MoneyGram Teller's Check printed on such stock.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 20, 2019



Eva Yingst

Exhibit A

537

CADENCE BANK		Official Check	
AGENT FOR MONEYGRAM		Date: 08/28/12	1506273
REMITTER: CADENCE BANK		BRANCH 6090	02-541 920
PAY TO THE ORDER OF		PAY ONLY IN CTS	\$5.02
MEMO: DRAFTER: MONEYGRAM PAYMENT SYSTEMS, INC. P.O. BOX 9478 INDIANAPOLIS IN 46240 DRAWEE: FIRST INTERSTATE BANK, HELENA, MT.		Mant Bruche Cond	
⑈0001506273⑈ ⑆092005411⑆ ⑆0150010592906⑆			

Exhibit B

№ 347044 № 1:0 1 100709 21:0 1600 1093 1486 №

IF THIS INSTAUMENT IS DESIGNATED ON ITS FACE AS A MONEY ORDER, THE FOLLOWING APPLIES:

3594704 10/25/12 0029

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General

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