

**SUPPLEMENTAL INTER-AGENCY AGREEMENT
CONCERNING THE SHARING OF MONEY SERVICES BUSINESSES
INFORMATION
BETWEEN
THE FEDERAL DEPOSIT INSURANCE CORPORATION
AND
THE NEW YORK STATE BANKING DEPARTMENT**

This Supplemental Inter-Agency Agreement on the Sharing of Information (“Supplemental Agreement”) is made as of the 5th day of August, 2008 (the “Effective Date”), by and between the Federal Deposit Insurance Corporation (“FDIC”), a federal bank regulatory agency, and the New York State Banking Department (“Department”), which regulates and examines, among other entities, New York state-chartered banks, check cashers, money transmitters, and various other financial services companies licensed by the Department under the New York Banking Law.

WHEREAS, certain check cashers and money transmitters licensed by the Department are customers of FDIC-regulated banking institutions; and

WHEREAS, the FDIC and the Department already are parties to certain inter-agency agreements that do not address the circumstances covered by this Supplemental Agreement; and

WHEREAS, in order to fulfill its statutory responsibilities, the FDIC from time to time may find it necessary and appropriate to seek from the Department confidential information, including supervisory information deemed confidential under New York law (including Banking Law Section 36.10) about check casher and money transmitter licensees of the Department that are customers of FDIC-regulated banking institutions (“New York Licensees”); and

WHEREAS, in order to fulfill its statutory responsibilities, the Department from time to time may find it necessary and appropriate to seek from the FDIC information, including exempt information within the meaning of 12 C.F.R. Pt. 309, to which it does not otherwise have access about the business relationships between New York Licensees and financial institutions examined by the FDIC (collectively with New York Licensees the “Regulated Entities”);

NOW, THEREFORE, the FDIC and the Department (each an “Agency” and together the “Agencies”) agree as follows:

1. In response to a request (including a request via e-mail), which shall include the basis of the request, from any of the FDIC representatives specified below, the Department, at its discretion, will provide the FDIC (including its examiners and other staff) with access to and copies of records of responsive information (including current licensee business records, the most recent report of examination, and other pertinent confidential supervisory information) about the New York Licensees identified in such a request, consistent with applicable law and Department policy. The FDIC New York Regional Director, or his/her designee, is authorized to make such requests to the Department. All such requests shall be directed to the Deputy Superintendent, Licensed Financial Services Division. However, except as otherwise may be authorized by the Superintendent of Banks, the Department

will not be required to provide the FDIC with access to and/or copies of transcripts of sworn testimony and other materials received, developed, and/or compiled by the Department in connection with criminal investigations and other law enforcement matters that it conducts, in which it participates, or to which it is otherwise privy.

2. In response to a written request about a specific check casher or money transmitter (including a request via e-mail), which shall include the basis of the request, from any of the Department representatives specified below, the FDIC, at its discretion, will provide the Department with access to responsive information about business relationships, including, for example, account information, account activity, and lending activity, between Regulated Entities that is not otherwise available to the Department, consistent with applicable law and FDIC policy. Each of the following Department representatives is authorized to make such requests to the FDIC: the Superintendent of Banks, the Director of Non-Depository Institutions and Consumer Protection, the First Deputy Superintendent of Banks, and any other Deputy Superintendent, including the Department's General Counsel. All such requests shall be directed to the FDIC New York Regional Director, or his/her designee. However, the FDIC will not be required to provide the Department with access to or copies of work papers or transcripts of sworn testimony and other information obtained by the FDIC during the course of a formal investigation pursuant to 12 U.S.C. § 1820(c).
3. For purposes of this Supplemental Agreement, all information obtained by one Agency from the other shall be treated as confidential supervisory information ("Confidential Information") unless specifically identified otherwise by the providing Agency. All Confidential Information provided pursuant to this Supplemental Agreement belongs to, and shall remain the property of, the Agency from which it was originally obtained. Each Agency will establish and maintain such safeguards as are necessary and appropriate to protect the confidentiality of the Confidential Information.
4. If an Agency receives a request from a third party for Confidential Information originally obtained from the other Agency, or is served with a subpoena, order or other process requiring production of such information, the Agency shall:
 - (i) immediately notify the Agency from which it originally obtained the Confidential Information and provide that Agency copies of such request, subpoena, order, or other process as well as attachments thereto;
 - (ii) provide the Agency from which it originally obtained the Confidential Information the opportunity to take whatever action it deems appropriate to preserve, protect and maintain the confidentiality of such information or any related privileges;
 - (iii) cooperate fully with the Agency from which it originally obtained the Confidential Information to preserve, protect, and maintain the confidentiality of such information and any related privileges;
 - (iv) Except with respect to requests under the New York State Freedom of Information Law (codified as the New York Public Officers Law Sections 84-90 (Consolidated Laws of McKinney's 2001 and 2008)) or 12 C.F.R. Part 309, notify the party seeking the Confidential Information that it was obtained from and is considered the property of the Agency from which the Confidential Information was originally obtained and that requests for such information must be made directly to that Agency in accordance with applicable federal or state law;

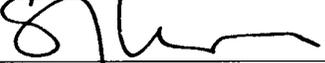
- (v) Resist, to the extent practicable, production of such information, pending receipt of written notice by the Agency from which the Confidential Information was originally obtained consenting to the production of that information;
- (vi) Consent to any application by the Agency from which the Confidential Information was originally obtained to intervene in any action to preserve, protect and maintain the confidentiality of such information or any related privileges.

Nothing in this Supplemental Agreement shall prevent either party to this agreement from complying with a legally valid and enforceable order by a court, adjudicatory body, or legislative body of competent jurisdiction compelling production of Confidential Information, providing that the Agency to whom the order is directed:

- (i) reasonably determines that efforts to quash, appeal or resist compliance with the order would be unsuccessful;
 - (ii) attempts, to the extent practicable, to secure a protective order to preserve, protect and maintain the confidentiality of such information or any related privileges; and
 - (iii) immediately notifies the Agency from which the Confidential Information was originally obtained of its intent to comply with the order and of any actions taken in compliance with the order.
5. The Agencies agree to use any Confidential Information received pursuant to this Agreement only for purposes directly related to the exercise of their regulatory authority, and they agree not to make any additional use, or disclosure, of the Confidential Information without the providing Agency's prior approval, which shall not be unreasonably withheld.
 6. Nothing in this Agreement is intended to conflict with the May 16, 2008, Examination Agreement governing examination of New York-chartered state nonmember banks executed by the Department and the FDIC.
 7. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.
 8. Either party may terminate this Supplemental Agreement by providing to the other party a written notice of termination signed by an appropriate official. In the event of such termination, the duties and protections established and provided by this Supplemental Agreement shall survive with respect to outstanding Confidential Information. This Agreement may not be modified except by a written document signed by the parties hereto, acting through their authorized representatives.

IN WITNESS WHEREOF, the parties hereto execute this Supplemental Agreement, which is and shall be effective as of the Effective Date set out above.

FEDERAL DEPOSIT INSURANCE CORPORATION

By:  _____

Sandra L. Thompson
Director of Supervision and Consumer Protection

NEW YORK STATE BANKING DEPARTMENT

By: _____

Richard H. Neiman
Superintendent

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