

MONEYGRAM INTERNATIONAL INC

FORM 8-K (Current report filing)

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Address	2828 N. HARWOOD STREET, 15TH FLOOR DALLAS, TX 75201
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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): April 17, 2017 (April 15, 2017)

MoneyGram International, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

1-31950
(Commission
File Number)

16-1690064
(I.R.S. Employer
Identification Number)

2828 N. Harwood Street, 15th Floor
Dallas, Texas
(Address of principal executive offices)

75201
(Zip code)

Registrant's telephone number, including area code: (214) 999-7552

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.***Merger Agreement Amendment***

On April 15, 2017, MoneyGram International, Inc. (the “Company”), a Delaware corporation, Alipay (UK) Limited, a United Kingdom limited company (“Alipay”), Matrix Acquisition Corp., a Delaware corporation and a subsidiary of Alipay (“Merger Sub”) and Alipay (Hong Kong) Holding Limited, a Hong Kong limited company (“Guarantor”), entered into the First Amendment to the Agreement and Plan of Merger (the “Merger Agreement Amendment”) to that certain Agreement and Plan of Merger, dated as of January 26, 2017, by and among the Company, Alipay, Merger Sub and, solely for the limited purposes therein, Guarantor (the “Merger Agreement”).

The Merger Agreement Amendment increased the merger consideration from \$13.25 in cash to \$18.00 in cash, without interest, less any applicable tax withholding, for each share of the Company’s common stock and preferred stock on an as-converted basis. The Merger Agreement Amendment also increased from \$30 million to \$41 million the termination fee payable by the Company in connection with the termination of the Merger Agreement under specified circumstances, including the termination of the Merger Agreement by the Company to accept a Company Superior Proposal (as defined in the Merger Agreement), the termination of the Merger Agreement by Alipay following a change of recommendation by the Company’s Board of Directors, and other customary circumstances. Additionally, the Merger Agreement Amendment increased from \$60 million to \$82 million the termination fee payable by Alipay in certain circumstances involving termination of the Merger Agreement following a failure by Alipay to consummate the merger or a willful and material breach by Alipay, Merger Sub or Guarantor. The Merger Agreement Amendment also increased from \$17.5 million to \$30 million the termination fee payable by Alipay in certain circumstances involving a termination of the Merger Agreement when approval by the Committee on Foreign Investment in the United States under the Defense Production Act has not been obtained.

The Merger Agreement Amendment also provides that the Company must convene and hold the Company Stockholders Meeting (as defined in the Merger Agreement) on May 16, 2017, and that the Company is not permitted to change the date of, postpone, recess or adjourn the Company Stockholders Meeting without the prior written consent of Alipay except in certain limited circumstances. Such circumstances include (a) if there are insufficient shares of Company common stock represented to constitute a quorum necessary to conduct the business of the Company Stockholders Meeting or (b) to the extent that the Company has reasonably determined, after consultation with outside legal counsel and Alipay (and its outside counsel), that such postponement, recess or adjournment (which cannot exceed five business days or such longer period as the parties may agree) is necessary to ensure that any supplement or amendment to the proxy statement required by applicable law with respect to any event, circumstance, discovery of information or other set of facts first arising after the date the Merger Agreement Amendment was entered into is provided to the Company’s stockholders in advance of the Company Stockholders Meeting.

The Merger Agreement Amendment also provides that the Company must terminate any discussions or negotiations with any persons other than Alipay with respect to any Company Acquisition Proposal (as defined in the Merger Agreement) pending as of, or made prior to, the date the Merger Agreement Amendment was entered into.

All other material terms of the Merger Agreement, which was previously filed by the Company as Exhibit 2.1 to the Current Report on Form 8-K, dated January 26, 2017, remain substantially the same and in full force and effect as originally executed.

The foregoing description of the Merger Agreement Amendment is only a summary, does not purport to be complete and is qualified in entirety by reference to the Merger Agreement Amendment, which is attached as Exhibit 2.1 to this report and incorporated herein by reference.

Item 8.01 Other Events

On April 16, 2017, the Company and Alipay issued a joint press release announcing the execution of the Merger Agreement Amendment and the determination by the Board of Directors of the Company that the binding offer received from Euronet Worldwide, Inc., dated April 14, 2017, to acquire all of the outstanding shares of the Company’s common stock and preferred stock (on an as-converted basis) was not a “Company Superior Proposal” as

defined in the Merger Agreement and that entering into the Merger Agreement Amendment was in the best interests of the Company and its stockholders. The joint press release also notes that MoneyGram's Board of Directors determined to recommend that MoneyGram stockholders approve the Merger Agreement, as amended by the Merger Agreement Amendment, at the Company Stockholders Meeting. A copy of the joint press release is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Additional Information for Stockholders

The proposed transactions will be submitted to the stockholders of the Company for their consideration. In connection with the proposed merger, the Company has filed a definitive proxy statement and other materials with the Securities and Exchange Commission (the "SEC") and mailed such definitive proxy statement to its stockholders of record as of April 7, 2017. In addition, the Company will also file other relevant documents with the SEC regarding the amended merger agreement and the proposed transaction. **INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT(S) AND OTHER DOCUMENTS THAT HAVE BEEN OR MAY BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION.** Investors and security holders may obtain a free copy of the proxy statement(s) and other documents filed with the SEC by the Company, at the Company's website, corporate.moneygram.com, or at the SEC's website, www.sec.gov. The proxy statement(s) and other relevant documents may also be obtained for free from the Company by writing to MoneyGram International, Inc., 2828 North Harwood Street, 15th Floor, Dallas, Texas 75201, Attention: Investor Relations.

Participants in the Solicitation

The Company and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of the Company in connection with the proposed transaction. Information about the directors and executive officers of the Company is set forth in the Proxy Statement on Schedule 14A for the 2016 annual meeting of stockholders for the Company, which was filed with the SEC on April 4, 2016. This document can be obtained free of charge from the sources indicated above. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, is contained in the definitive proxy statement and other relevant materials to be filed with the SEC when they become available.

Cautionary Statement Regarding Forward-Looking Statements

This Form 8-K contains forward-looking statements which are protected as forward-looking statements under the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect the Company's current beliefs, expectations or intentions regarding future events. Words such as "may," "will," "could," "should," "expect," "plan," "project," "intend," "anticipate," "believe," "estimate," "predict," "potential," "pursuant," "target," "continue," and similar expressions are intended to identify such forward-looking statements. The statements in this Form 8-K that are not historical statements are forward-looking statements within the meaning of the federal securities laws, including, among other things, statements regarding the likelihood of the merger with Alipay being consummated and the timing of the special meeting. These statements are subject to numerous risks and uncertainties, including the risk that the conditions to the closing of the merger may not be consummated or that Euronet Worldwide, Inc. or a third party may make a revised proposal with respect to an alternative transaction to the merger, many of which are beyond the Company's control, which could cause actual results to differ materially from the results expressed or implied by the statements.

Additional information concerning factors that could cause actual results to differ materially from those in the forward-looking statements is contained from time to time in the Company's SEC filings. The Company's filings may be obtained by contacting the Company or the SEC or through the Company's web site at corporate.moneygram.com or through the SEC's Electronic Data Gathering and Analysis Retrieval System (EDGAR) at <http://www.sec.gov>. The Company and Alipay undertake no obligation to publicly update or revise any forward-looking statement.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1	First Amendment to the Agreement and Plan of Merger, by and among MoneyGram International, Inc., Alipay (UK) Limited, Matrix Acquisition Corp. and Alipay (Hong Kong) Holding Limited, dated as of April 15, 2017.
99.1	Joint Press Release dated April 16, 2017 of MoneyGram International, Inc. and Alipay (UK) Limited.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

MONEYGRAM INTERNATIONAL, INC.

By: /s/ F. Aaron Henry
Name: F. Aaron Henry
Title: Executive Vice President, General Counsel and Secretary

Date: April 17, 2017

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
2.1	First Amendment to the Agreement and Plan of Merger, by and among MoneyGram International, Inc., Alipay (UK) Limited, Matrix Acquisition Corp. and Alipay (Hong Kong) Holding Limited, dated as of April 15, 2017.
99.1	Joint Press Release dated April 16, 2017 of MoneyGram International, Inc. and Alipay (UK) Limited.

This **FIRST AMENDMENT TO THE AGREEMENT AND PLAN OF MERGER**, dated April 15, 2017 (this “**Amendment**”), is entered into by and between Alipay (UK) Limited, a United Kingdom limited company (“**Parent**”), Matrix Acquisition Corp., a Delaware corporation and a Subsidiary of Parent (“**Merger Sub**”), Alipay (Hong Kong) Holding Limited, a Hong Kong limited company (“**Guarantor**”) and MoneyGram International, Inc., a Delaware corporation (the “**Company**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement (as defined below).

WHEREAS, on January 26, 2017, the parties hereto entered into the Agreement and Plan of Merger (the “**Merger Agreement**”).

WHEREAS, the parties hereto desire to amend the terms of the Merger Agreement to reflect certain changes to the Merger Agreement on the terms and conditions set forth in this Amendment.

WHEREAS, the holders of all of the outstanding shares of Series D Preferred Stock will, promptly after the execution of this Amendment, execute and deliver to Parent a copy of an irrevocable written consent approving and adopting the Merger Agreement (as amended by this Amendment) and the effect of the consummation of the Merger on the Series D Preferred Stock as set forth in Article II of Merger Agreement (as amended by this Amendment) (the “**New Preferred Stock Consent**”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Increase to the Merger Consideration**. In Section 2.1(c) of the Merger Agreement, the reference to “\$13.25” is hereby amended to be “\$18.00”.
2. **Increase to the Termination Fee**. In Section 7.2(b)(ii) of the Merger Agreement, the reference to “\$30 million” is hereby amended to be “\$41 million”.
3. **Increase to the Parent Termination Fee**. In Section 7.2(c) of the Merger Agreement, the reference to “\$60 million” is hereby amended to be “\$82 million”.
4. **Increase to the Parent Regulatory Termination Fee**. In Section 7.2(d) of the Merger Agreement, the reference to “\$17.5 million” is hereby amended to be “\$30 million”.
5. **Preferred Stock Consent**. In Section 3.19, the reference to the “Preferred Stock Consent” is hereby amended to be the “New Preferred Stock Consent”.
6. **Payment Guarantee**. Section 4.9(g) is hereby amended to add the following sentence: “The Amendment shall have no effect on the legality or enforceability of the Payment Guarantee, which shall continue in effect with respect to the Merger Agreement as amended by the Amendment.”

7. **Miscellaneous**. All references in the Merger Agreement to (a) the “Surviving Company” are hereby amended to be the “Surviving Corporation”, (b) “Indemnified Person” or “Indemnified Persons” are hereby amended to be “Indemnified Party” or “Indemnified Parties”, respectively, (c) the “Company Termination Fee” are hereby amended to be the “Termination Fee” and (d) “Ernst & Young LLP” are hereby amended to be “KPMG LLP”. All references in the Merger Agreement to the “Amendment” refer to this Amendment.

8. **Termination of Discussions**. As a result of this Amendment, the Company acknowledges that any Company Acquisition Proposals previously made by Euronet Worldwide, Inc. does not constitute a Company Superior Proposal. Accordingly, the Company will, and will cause its Subsidiaries and its and its Subsidiaries’ directors, officers, employees and Representatives to, immediately cease and cause to be terminated any discussions or negotiations conducted with any persons other than Parent with respect to any Company Acquisition Proposal pending as of, or made prior to, the date of this Amendment, including immediately revoking or withdrawing access of any person other than Parent and its directors, officers, employees and Representatives to any data room (virtual or actual) containing any non-public information with respect to the Company or its Subsidiaries previously furnished with respect to a Company Acquisition Proposal.

9. **Meeting Date**. The Company shall convene and hold the Company Stockholders Meeting on May 16, 2017 and the Company shall not change the date of, postpone, recess or adjourn the Company Stockholders Meeting without the prior written consent of Parent, except (a) if there are insufficient shares of Common Stock represented (either in person or by proxy) to constitute a quorum necessary to conduct the business of the Company Stockholders Meeting or (b) to the extent that the Company has reasonably determined, after consultation with outside legal counsel and Parent (and its outside counsel), that such postponement, recess or adjournment (not to exceed five Business Days or such longer period as the parties may agree) is necessary to ensure that any supplement or amendment to the Proxy Statement required by applicable Law with respect to any event, circumstance, discovery of information or other set of facts first arising after the date of this Amendment (other than the proxy supplement referred to in Section 10 below) is provided to the Company’s stockholders in advance of the Company Stockholders Meeting.

10. **Proxy Supplement**. As promptly as practicable (but in no event more than three Business Days) following the date of this Amendment, the Company shall prepare and disseminate a supplement to the Proxy Statement disclosing the matters that are the subject of this Amendment. The Company shall use its reasonable best efforts to solicit from its stockholders proxies to approve and adopt the Merger Agreement (as amended by this Amendment) in accordance with Section 5.3(b) of the Merger Agreement.

11. **References to the Merger Agreement**. After giving effect to this Amendment, each reference in the Merger Agreement to “this Agreement”, “hereof”, “hereunder”, “herein” or words of like import referring to the Merger Agreement shall refer to the Merger Agreement as amended by this Amendment, and all references in the Company Disclosure Schedules to “the Agreement” shall refer to the Merger Agreement as amended by this Amendment. All references in the Merger Agreement and the Company Disclosure Schedules to “the date hereof” and “the date of this Agreement” shall refer to January 26, 2017.

12. **Other Miscellaneous Terms**. The provisions of Article VIII of the Merger Agreement shall apply mutatis mutandis to this Amendment, and to the Merger Agreement as modified by this Amendment, taken together as a single agreement, reflecting the terms therein as modified hereby.

13. **Amendment**. Except as expressly amended by this Amendment, the terms of the Merger Agreement shall remain unchanged and continue in full force and effect.

14. **Governing Law**. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to choice of law principles thereof).

15. **Counterparts**. This Amendment may be executed by facsimile and in counterparts, all of which shall be considered an original and one and the same agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.

[*Remainder of page intentionally left blank.*]

The parties hereto have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the date first written above.

ALIPAY (UK) LIMITED

By: /s/ Leiming Chen

Name: Leiming Chen

Title: Director

MATRIX ACQUISITION CORP.

By: /s/ Leiming Chen

Name: Leiming Chen

Title: Director

ALIPAY (HONG KONG) LIMITED, solely for purposes of Section 8.16 of the Merger Agreement (and the sections referenced therein), as amended hereby

By: /s/ Leiming Chen

Name: Leiming Chen

Title: Director

MONEYGRAM INTERNATIONAL, INC.

By: /s/ Pamela H. Patsley

Name: Pamela H. Patsley

Title: Chairman of the Board of Directors

MoneyGram and Ant Financial Enter Into Amended Merger Agreement*Agreement Increases Offer Price for MoneyGram Stockholders to \$18.00 Per Share*

DALLAS and NEW YORK, April 16, 2017 – MoneyGram (NASDAQ: MGI) and Ant Financial Services Group today announced that the companies have entered into an amendment to the definitive agreement under which MoneyGram will merge with Ant Financial (the “Amended Merger Agreement”). Pursuant to the amendment, Ant Financial increased the offer price to acquire all of the outstanding shares of MoneyGram from \$13.25 per share to \$18.00 per share in cash. The MoneyGram board of directors has unanimously approved the Amended Merger Agreement.

The offer price of \$18.00 per share provides approximately \$320 million in additional cash consideration to MoneyGram stockholders from the prior agreement. The per share consideration represents a premium of approximately 64 percent to MoneyGram’s volume weighted average share price over the prior three month period ended January 25, 2017, the day prior to the original transaction announced with Ant Financial. The transaction is valued at approximately \$1,204 million for all of MoneyGram’s common and preferred shares on a fully diluted basis. Ant Financial will assume or refinance MoneyGram’s outstanding debt.

Pamela Patsley, Executive Chairman of MoneyGram, said, “Throughout this process, our board of directors has remained laser-focused on maximizing value for MoneyGram stockholders, while taking into account price, the ability to complete a transaction and other important considerations. We are pleased to offer even more value to our stockholders through the amendment of our merger agreement with Ant Financial. We continue to be excited about the transaction, which we are confident will provide substantial benefits to all of our stakeholders, including stockholders, customers, agents and employees.”

Alex Holmes, Chief Executive Officer of MoneyGram, added, “As I have stated previously, we believe this transaction will significantly benefit consumers throughout the world who depend on innovative and reliable financial connections to friends and family. We share Ant Financial’s commitment to successfully completing the transaction, which will allow us to grow our business, making money transfers easier for customers and providing a wider selection of services for the agents who serve them around the world.”

Doug Feagin, President of Ant Financial International, said, “We look forward to joining forces with MoneyGram, which will add valuable cross-border remittance capabilities to the Ant Financial ecosystem, serving our more than 630 million users globally. Over the past few months, we have enjoyed working closely with the MoneyGram team and remain committed to our plans to invest further in the MoneyGram business. We plan to grow the U.S.-based team and create even greater opportunities for the MoneyGram community as we pursue our shared vision of global inclusive finance in an increasingly digital era.”

Mr. Feagin continued, “We are fully committed to maintaining the MoneyGram brand that has earned the trust of millions of customers. As part of Ant Financial, MoneyGram will have access to resources to further enhance its technology, systems and anti-money laundering and compliance programs.”

Following the completion of the transaction, MoneyGram will operate as an independent subsidiary of Ant Financial and retain its brand, management team, IT infrastructure and headquarters in Dallas, Texas. All of MoneyGram’s current procedures and protections related to data security and personally identifiable information will remain intact.

MoneyGram and Ant Financial have already made significant progress towards obtaining the regulatory approvals necessary to complete the transaction, including obtaining antitrust clearance in the United States and filing for certain state licensing approvals. The transaction is subject to the approval of MoneyGram stockholders, obtaining remaining regulatory approvals, including the clearance of the transaction by the Committee on Foreign Investment in the United States, and other customary closing conditions. The transaction continues to be expected to close in the second half of 2017. The transaction is not subject to any financing conditions.

MoneyGram stockholders of record as of April 7, 2017 will be asked to vote on the Amended Merger Agreement at a special meeting of the stockholders of MoneyGram scheduled for May 16, 2017. Thomas H. Lee Partners and certain MoneyGram executives who collectively own approximately 46 percent of the outstanding voting shares of MoneyGram previously entered into agreements with MoneyGram to vote in favor of the transaction, which agreements remain in effect following entry into the Amended Merger Agreement. The MoneyGram board of directors recommends that MoneyGram stockholders vote “for” the Amended Merger Agreement at the special meeting.

On April 14, 2017, MoneyGram received a binding offer from Euronet Worldwide, Inc. (“Euronet”) (NASDAQ: EEFY) to acquire all of the outstanding shares of MoneyGram Common Stock and Preferred Stock (on an as-converted basis) for \$15.20 per share in cash. Upon receipt of Ant Financial’s increased offer on April 15, 2017, MoneyGram’s board of directors, after careful review and consideration in consultation with its outside legal and financial advisors, compared the relative merits of the increased offer reflected in the Amended Merger Agreement with Ant Financial to the binding offer from Euronet and unanimously determined that the Euronet proposal was not superior to the Amended Merger Agreement and that entering into the Amended Merger Agreement was in the best interests of MoneyGram stockholders.

Citi is serving as financial advisor to Ant Financial and Simpson Thacher & Bartlett LLP is serving as its legal advisor. BofA Merrill Lynch is serving as financial advisor to MoneyGram and Vinson & Elkins LLP is serving as its legal advisor.

For additional information regarding the transaction, including a presentation from Ant Financial, please visit www.antandmoneygram.com.

About MoneyGram

MoneyGram is a global provider of innovative money transfer services and is recognized worldwide as a financial connection to friends and family. Whether online, or through a mobile device, at a kiosk or in a local store, we connect consumers any way that is convenient for them. We also provide bill payment services, issue money orders and process official checks in select markets. More information about MoneyGram International, Inc. is available at moneygram.com.

About Ant Financial

Ant Financial Services Group is focused on serving small and micro enterprises, as well as consumers. With the vision “bring small and beautiful changes to the world,” Ant Financial is dedicated to building an open ecosystem of Internet thinking and technologies while working with other financial institutions to support the future financial needs of society. Businesses operated by Ant Financial Services Group include Alipay, Ant Fortune, Zhima Credit and MYbank. Ant Financial Services Group is privately held and its majority owners are its employees and members of the Alibaba Partnership. For more information on Ant Financial, its Board of Directors and senior management please visit our website at www.antgroup.com or follow us on Twitter @AntFinancial.

Forward-Looking Statements

This press release contains forward-looking statements which are protected as forward-looking statements under the Private Securities Litigation Reform Act of 1995 that are not limited to historical facts, but reflect MoneyGram’s current beliefs, expectations or intentions regarding future events. Words such as “may,” “will,” “could,” “should,” “expect,” “plan,” “project,” “intend,” “anticipate,” “believe,” “estimate,” “predict,” “potential,” “pursuant,” “target,” “continue,” and similar expressions are intended to identify such forward-looking statements. The statements in this press release that are not historical statements are forward-looking statements within the meaning of the federal securities laws, including,

among other things, statements regarding the likelihood of the merger with Ant Financial being consummated and the timing of the special meeting. These statements are subject to numerous risks and uncertainties, including the risk that the conditions to the closing of the merger may not be consummated or that Euronet or a third party may make a revised proposal with respect to an alternative transaction to the merger, many of which are beyond MoneyGram's control, which could cause actual results to differ materially from the results expressed or implied by the statements.

Additional Information for Stockholders

In connection with the proposed merger with Ant Financial, MoneyGram has filed a definitive proxy statement and other materials with the Securities and Exchange Commission (the "SEC") and mailed such definitive proxy statement to its stockholders of record as of April 7, 2017. In addition, MoneyGram will also file other relevant documents with the SEC regarding the Amended Merger Agreement and the proposed transaction. INVESTORS AND SECURITY HOLDERS ARE URGED TO READ THE PROXY STATEMENT(S) AND OTHER DOCUMENTS THAT HAVE BEEN OR MAY BE FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY IF AND WHEN THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION WITH ANT FINANCIAL.

Investors and security holders may obtain a free copy of the proxy statement(s) (when available) and other documents filed with the SEC by the Company, at the Company's website, corporate.moneygram.com, or at the SEC's website, www.sec.gov. The proxy statement(s) and other relevant documents may also be obtained for free from the Company by writing to MoneyGram International, Inc., 2828 North Harwood Street, 15th Floor, Dallas, Texas 75201, Attention: Investor Relations.

Participants in the Solicitation

The Company and its directors and executive officers may be deemed to be participants in the solicitation of proxies from the stockholders of the Company in connection with the proposed transaction. Information about the directors and executive officers of the Company is set forth in the Proxy Statement on Schedule 14A for the 2016 annual meeting of stockholders for the Company, which was filed with the SEC on April 4, 2016. This document can be obtained free of charge from the sources indicated above. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, is contained in the definitive proxy statement that has been filed with the SEC and will be contained in other relevant materials to be filed with the SEC.

Ant Financial Contact

USA: Sard Verbinnen & Co

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