

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

IN RE MONEYGRAM INTERNATIONAL, INC.  
SECURITIES LITIGATION

Consolidated Case No: 08-883-DSD  
This document relates to: All Actions  
Judge: The Honorable David S. Doty

**PROOF OF CLAIM AND RELEASE**

**I. GENERAL INSTRUCTIONS**

1. To recover as a member of the Class based on your claims in the action entitled *In Re MoneyGram International, Inc. Securities Litigation*, Consolidated Case No.: 08-883-DSD (the "Action"), you must complete this Proof of Claim and Release form. If you fail to file a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the settlement in the Action.

3. YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE POSTMARKED NOT LATER THAN JULY 22, 2010, ADDRESSED AS FOLLOWS:

In Re MoneyGram Securities Litigation Settlement  
c/o Rust Consulting, Inc.  
P.O. Box 2304  
Faribault, MN 55021-9004

If you are NOT a member of the Class, as defined in the Notice of Class Action, Proposed Settlement, Motion for Attorneys' Fees and Fairness Hearing ("Notice"), DO NOT submit a Proof of Claim and Release form.

4. If you are a member of the Class, you are bound by the terms of any judgment entered in the Action, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

**II. CLAIMANT IDENTIFICATION**

1. If you purchased or otherwise acquired the common stock of MoneyGram International, Inc. ("MoneyGram") between January 24, 2007 and March 25, 2008, inclusive (the "Class Period"), and held the certificate(s) in your name, you are the beneficial purchaser as well as the record purchaser. If, however, the certificate(s) were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

2. Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record ("nominee"), if different from the beneficial purchaser of MoneyGram common stock which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGAL REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS OF THE MONEYGRAM COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

3. All joint purchasers must sign this claim. Executors, administrators, guardians, conservators and trustees must complete and sign this claim on behalf of persons and/or entities represented by them and proof of their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

### III. PROOF OF CLAIM AND RELEASE FORM

1. Use Part II of this form entitled "Schedule of Transactions in MoneyGram Common Stock to supply all required details of your transaction(s) in MoneyGram common stock. If you need more space, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

2. Please provide all of the requested information with respect to **all** of your purchases, acquisitions, and sales of MoneyGram common stock requested below, whether such transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

3. List each transaction separately and in chronological order, by trade date, beginning with the earliest. You must accurately provide the month, day and year of each transaction you list.

4. Broker confirmations or other documentation of your transactions in MoneyGram common stock should be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

5. A purchase or sale of MoneyGram common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date.

6. The requests are designed to provide the minimum amount of information necessary to process the claims. The Claims Administrator may request additional information as required to efficiently and reliably calculate your losses. In cases where the Claims Administrator cannot perform the calculation accurately or at a reasonable cost to the Class with the information provided, the Claims Administrator may condition acceptance of the claim upon the production of additional information and/or the hiring of an accounting expert at the claimant's cost.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.**

**THANK YOU FOR YOUR PATIENCE.**

#### **Reminder Checklist:**

1. Please sign the Certification section of the Proof of Claim and Release on Page 6. If this Proof of Claim and Release is submitted on behalf of Joint Claimants, then both Claimants must sign.
2. Remember to attach supporting documentation, if available. Do NOT provide originals of stock certificates or any other documentation. Keep copies of everything you submit.
3. Keep a copy of your Proof of Claim and Release form and all documents submitted for your records.
4. Do NOT use highlighter on the Proof of Claim and Release or any supporting documents.
5. If you move after submitting this Proof of Claim and Release, please notify the Claims Administrator of the change in your address.
6. The Claims Administrator will acknowledge receipt of your Proof of Claim and Release by mail, within 30 days of receipt. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 30 days, please call the Claims Administrator toll-free at: 866-880-0070.

This form, with your supporting documentation, must be postmarked not later than July 22, 2010.

In Re MoneyGram Securities Litigation Settlement  
c/o Rust Consulting, Inc., Claims Administrator  
P.O. Box 2304

Faribault, MN 55021-9004

**MUST BE POSTMARKED**  
**NOT LATER THAN**  
**JULY 22, 2010**

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA  
*In Re MoneyGram International, Inc. Securities Litigation*  
Consolidated Case No. 08-883-DSD

For Official Use Only

**PROOF OF CLAIM AND RELEASE**

Use Blue or Black Ink Only

**PART I. CLAIMANT IDENTIFICATION** - Complete either Section A or B and then proceed to C. Please type or print.

A. Complete this Section ONLY if the Beneficial Owner is an individual, joint, or IRA account. Otherwise, proceed to B.

Last Name (Beneficial Owner)	First Name (Beneficial Owner)
<input type="text"/>	<input type="text"/>
Last Name (Joint Beneficial Owner, if applicable)	First Name (Joint Beneficial Owner)
<input type="text"/>	<input type="text"/>
Name of IRA Custodian, if applicable	
<input type="text"/>	
If this account is an IRA, and if you would like any check that you MAY be eligible to receive made payable to the IRA account, please include "IRA" in the "Last Name" box above (e.g., Jones IRA).	

B. Complete this Section ONLY if the Beneficial Owner is an Entity; i.e., corporation, trust, estate, etc. Then, proceed to C.

Entity Name
<input type="text"/>
Name of Representative, if applicable (Executor, administrator, trustee, c/o, etc.)
<input type="text"/>

C. Account/Mailing Information:

Specify one of the following:		
<input type="checkbox"/> Individual(s)	<input type="checkbox"/> Corporation	<input type="checkbox"/> UGMA Custodian
<input type="checkbox"/> IRA	<input type="checkbox"/> Partnership	<input type="checkbox"/> Estate
<input type="checkbox"/> Trust	<input type="checkbox"/> Other: <input type="text"/>	
Number and Street or P.O. Box		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province and Postal Code	Foreign Country	
<input type="text"/>	<input type="text"/>	
Telephone Number (Day)	Telephone Number (Evening)	
<input type="text"/>	<input type="text"/>	
E-mail Address	Account Number	
<input type="text"/>	<input type="text"/>	
Enter Taxpayer Identification Number below for the Beneficial Owner(s).		
Social Security No. (for individuals)	or	Taxpayer Identification No.
<input type="text"/>		<input type="text"/>



**PART II. SCHEDULE OF TRANSACTIONS IN MONEYGRAM COMMON STOCK**

**YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW**

**BEGINNING HOLDINGS:**

A. Number of shares of MoneyGram common stock *held as of the close of business on* January 23, 2007. (If none, write "zero" or "0"; if other than zero, must be documented.)

Number of Shares

**PURCHASES:**

B. List (in chronological order) all purchases and acquisitions of MONEYGRAM common stock made between January 24, 2007 and June 23, 2008, inclusive.

Trade Date(s) of Purchase (Month/Day/Year) List Chronologically	Number of Shares of Common Stock Purchased/Acquired	Purchase Price Per Share of Common Stock	Amount Paid (excluding commissions, taxes, and fees)	If Not USD (\$), Please Indicate Currency Used for Transaction
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS**

**YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX**

**IF YOU DO NOT CHECK THIS BOX ADDITIONAL PAGES WILL NOT BE REVIEWED**



**YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW**

**SALES:**

C. List (in chronological order) all sales of MONEYGRAM common stock made between January 24, 2007 and June 23, 2008, inclusive.

Trade Dates(s) of Sales (Month/Day/Year) List Chronologically	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (net of commissions, taxes, and fees)	If Not USD (\$), Please Indicate Currency Used for Transaction
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	
/ /		\$ .	\$ .	

**ENDING HOLDINGS:**

D. Number of shares of MoneyGram common stock *held at the close of business on June 23, 2008*: (If none, write "zero" or "0"; if other than zero, must be documented.)

Number of Shares

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS  
YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX   
IF YOU DO NOT CHECK THIS BOX ADDITIONAL PAGES WILL NOT BE REVIEWED**



### III. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGEMENTS

I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Settlement dated as of March 9, 2010 ("Settlement") described in the Notice of Class Action, Proposed Settlement, Motion for Attorneys' Fees and Fairness Hearing (the "Notice"). I also submit to the jurisdiction of the United States District Court for the District of Minnesota with respect to my claim as a Class Member (as defined in the Notice) and for purposes of enforcing the release and bar order set forth herein. I further acknowledge that I am bound by and subject to the terms of any judgment that may be entered in the *In re MoneyGram International, Inc. Securities Litigation*. I agree to furnish additional information to support this claim if required to do so. I have not submitted any other claim covering the same purchases or acquisitions of MoneyGram common stock during the Class Period and know of no other person having done so on my behalf. I understand that capitalized terms not otherwise defined in this Proof of Claim and Release shall have the same meaning given to such terms in the Notice.

### IV. RELEASE

I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, relinquish and discharge, all of the Settled Claims against each and all of the Released Persons, defined below:

"Released Persons" means MoneyGram, the Individual Defendants, the Carriers and the Related Persons, as described below.

"MoneyGram" and the "Company" mean MoneyGram International, Inc. and its subsidiaries, affiliates, or successors.

"Individual Defendants" mean Phillip W. Milne, David J. Parrin, Jean Benson, William J. Putney, Douglas J. Rock, Monte E. Ford, Donald E. Kiernan, Othón Ruiz Montemayor, and Albert Teplin.

"Carriers" means MoneyGram's D&O Insurance Carriers.

"Related Persons" means each of MoneyGram's or an Individual Defendant's past or present directors, officers, employees, partners (general or limited), principals, members, managing members, insurers and co-insurers (including but not limited to the Carriers), re-insurers, controlling shareholders, attorneys, advisors, accountants, auditors, personal or legal representatives, predecessors, successors, divisions, joint ventures, assigns, spouses, heirs, executors, parents, subsidiaries, affiliates (including the officers and directors of such parents, subsidiaries, and affiliates), any entity in which MoneyGram or an Individual Defendant has a controlling interest, any member of any Individual Defendant's immediate family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any member of an Individual Defendant's immediate family.

"Settled Claims" means "Settled Defendants' Claims" and "Settled Plaintiffs' Claims," as described below.

"Settled Defendants' Claims" means and includes any and all claims (including Unknown Claims, as defined below), debts, demands, controversies, obligations, losses, costs, rights or causes of action or liabilities of any kind or nature whatsoever (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys' fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), whether based on federal, state, local, foreign, statutory or common law or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, that have been or could have been asserted in the action or any forum by the Released Persons against any of the Lead Plaintiff, Lead Counsel, Class Members or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action. Notwithstanding the foregoing, or any other provision contained in this Stipulation, Settled Defendants' Claims shall not include any claims to enforce the Settlement, including, without limitation, any of the terms of this Stipulation or of any orders or judgments issued by the Court in connection with the Settlement.

“Settled Plaintiffs’ Claims” means and includes any and all claims (including Unknown Claims), rights, debts, demands, controversies, obligations, losses, costs, suits, matters, issues, or causes of action (including, but not limited to, any claims for damages (whether compensatory, special, incidental, consequential, punitive, exemplary or otherwise), injunctive relief, declaratory relief, rescission or rescissionary damages, interest, attorneys’ fees, expert or consulting fees, costs, expenses, or any other form of legal or equitable relief whatsoever), under federal, state, local, foreign law, or any other law, rule, or regulation, whether known or unknown, that were, could have been, or could in the future be asserted against the Released Persons, by Plaintiffs in any court of competent jurisdiction or any other adjudicatory tribunal, in connection with, arising out of, related to, based upon, in whole or in part, directly or indirectly, in any way, to the facts, transactions, events, occurrences, acts, disclosures, oral or written statements, representations, filings, publications, disseminations, press releases, presentations, accounting practices or procedures, compensation practices or procedures, omissions or failures to act or to disclose which were or which could have been alleged or described in this class action by Plaintiffs. The “Settled Plaintiffs’ Claims” include, but are not limited to, any and all claims related to or arising out of the Company’s public filings, press releases or other public statements or disseminations, the Company’s accounting for and valuation of the securities held in its investment portfolio, the company’s finances, accounting practices or procedures generally, and any direct claims for breach of fiduciary duty, insider trading, misappropriation of information, failure to disclose, omission or failures to act, abuse of control, breach of MoneyGram’s policies or procedures, waste, mismanagement, gross mismanagement, unjust enrichment, misrepresentation, fraud, breach of contract, unfair business practices and unfair competition negligence, breach of duty of care or any other duty, violations of law, money damages, injunctive relief, corrective disclosure, damages penalties, disgorgement, restitution, interest, attorneys’ fees, expert or consulting fees, and any and all other costs, expenses or liability whatsoever, whether based on federal, state, local, foreign, statutory, common law, or any other law, rule or regulation, whether fixed or contingent, accrued or un-accrued, liquidated or unliquidated, at law or inequity, matured or un-matured, including both known claims and unknown claims that were or that could have been alleged in the Complaint. Settled Plaintiffs’ Claims shall not include:

- (i) any claims to enforce the Settlement, including, without limitation, any of the terms of this Stipulation or of any orders or judgments issued by the Court in connection with the Settlement;
- (ii) any claims asserted by persons who exclude themselves from the Class by timely requesting exclusion in accordance with the requirements set forth in the Notice; or
- (iii) any claims, rights or causes of action that have been or could have been asserted on behalf of MoneyGram in the Derivative Actions or by individuals pursuant to ERISA.

“Unknown Claims” means any and all claims that the Lead Plaintiff or any Class Member does not know or suspect to exist and any and all claims that MoneyGram or any Individual Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of, as applicable, the Released Persons, Lead Plaintiff, and Class Members, or might have affected his, her or its decision to object or not to object to this Settlement. The Parties may hereafter discover facts in addition to or different from those which he, she, or it now knows or believes to be true with respect to the subject matter of the Settled Claims, but the Parties shall expressly, fully, finally and forever settle and release, and the Parties, upon the Effective Date, shall be deemed to have, and by operation of the Judgment the Parties shall have fully, finally, and forever settled and released any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Accordingly, with respect to any and all Settled Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, waived all provisions, rights and benefits of California Civil Code § 1542 and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or foreign law which is similar, comparable or equivalent to California Civil Code § 1542. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Parties expressly acknowledge, and the Class Members shall be deemed to have, and by operation of the Judgment shall have acknowledged, that the waiver and release of Unknown Claims constituting Settled Claims was separately bargained for and a material element of the Settlement.

**VI. CERTIFICATION**

I (We) certify that I am (we are) not subjected to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code.

*NOTE:* If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the language that you are not subject to backup withholding in the certification above.

The Internal Revenue Service does not require your consent to any provision other than the certifications required to avoid backup withholding.

I declare under penalty of perjury under the laws of the United States of America that the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2010 in \_\_\_\_\_, \_\_\_\_\_.  
(City) (State/County)

Signature of Claimant

(Type or print name of Claimant)

Signature of Joint Claimant, if any

(Type or print name of Joint Claimant, if any)

Signature of person signing on behalf of Claimant

(Type or print name of person signing on behalf of Claimant)

Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

**THIS PROOF OF CLAIM AND RELEASE MUST BE POSTMARKED NOT LATER THAN  
JULY 22, 2010 AND MUST BE MAILED TO:**

In Re MoneyGram Securities Litigation Settlement  
c/o Rust Consulting, Inc.  
Claims Administrator  
P.O. Box 2304  
Faribault, MN 55021-9004

