

1 State of New Hampshire Banking Department

2 In re the Matter of:) Case No.: 07-054
)
 3 State of New Hampshire Banking) Order to Show Cause
)
 4 Department,) Consent Order
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 5 Petitioner,)
)
 6 and)
)
 7 Key Leads Global, Inc.)
)
 8 Respondent)
)

9
10 CONSENT ORDER

11 I. The New Hampshire Banking Department (hereinafter referred to as "the
12 Department") and Respondent Key Leads Global, Inc. (hereinafter
13 Respondent), do hereby enter this Agreement and stipulate to the
14 following:

- 15 1. The Respondent was licensed as a mortgage banker.
- 16 2. As a result of such licensure the Respondent had various duties,
17 which included, inter alia, complying with examination requests,
18 timely filing of annual reports, and notifying the Department of
19 changes in office location.
- 20 3. The Department instituted the above action and alleged the
21 Respondent committed numerous violations of RSA 397-A.
- 22 4. An Order to Show Cause was issued in this matter on February 26,
23 2007 with a default occurring May 8, 2007.
- 24 5. The Respondent has moved to set aside the default alleging
25 improper service of the documents among other things.
6. The Respondent and the Department wish to settle the matter
without further formal process.

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

- 4 1. The Respondent agrees that it has voluntarily entered into this
5 Agreement without reliance upon any discussions between the
6 Department and Respondent, without promise of a benefit of any kind
7 (other than concessions contained in this Agreement), and without
8 threats, force, intimidation, or coercion of any kind. The
9 Respondent further acknowledges its understanding of the nature of
10 the offenses stated above, including the penalties provided by law.
- 11 2. The Respondent agrees to waive any and all rights to a hearing and
12 appeal thereof.
- 13 3. The Respondent agrees that it will not deny the factual basis for
14 this Agreement to which it has stipulated above and will not give
15 conflicting statements about such facts or its involvement in the
16 stipulated facts.
- 17 4. The Respondent agrees that all terms of this Agreement are
18 contractual and none is a mere recital.
- 19 5. The Respondent agrees to withdraw its Request for Reconsideration of
20 Default Judgment.
- 21 6. The Department agrees to strike the Default judgment.
- 22 7. The Respondent agrees that it is responsible for a statutory fine
23 for late submission of exam materials. The Parties acknowledge this
24 amount has already been paid by the Respondent's surety. The
25 Department will refund half the assessed amount to the surety.
8. The Department agrees to waive the administrative penalty previously
assessed for failure to submit exam materials. The Department will
refund half the assessed amount to the Respondent's surety.
9. The Department agrees to reinstate the 2007 license of the
Respondent.
10. Though not raised in this cause, the Respondent agrees to
immediately pay an outstanding invoice for the late filing of an
annual report (Invoice #3977, \$1225.00). The Department agrees to
take no action against the Respondent for its earlier failure to pay
said fine.

1 11. Upon acceptance of this consent order by the commissioner and the
2 payment of the above-noted invoice Respondent will be permitted to
submit renewal paperwork for their 2008 license.

3 12. Each person who signs this Consent Order in a representative
4 capacity warrants that his or her execution of this Consent Order is
5 duly authorized, executed, and delivered by and for the entity for
which he signs.

6 This Agreement represents the complete and final resolution of, and discharge
7 of any basis for any civil or administrative proceeding by the Department
8 against the Respondent for violations arising as a result of or in connection
9 with any actions or omissions by the Respondent through the date of this
10 Order as it applies to the allegation of the above captioned cause; provided,
11 however, this release does not apply to facts not known by the Department or
12 not otherwise provided by the Respondent to the Department as of the date of
13 this Order. This agreement does not preclude any consumer from filing a claim
14 pursuant to RSA 383:10-d. The Department expressly reserves its right to
pursue any administrative or civil action or remedy available to it should
the Respondent breach this Agreement or in the future violate the Act or
rules and orders promulgated thereunder.

15 **WHEREFORE**, based on the foregoing, we have set our hands to this Agreement,
16 with it taking effect upon the signature of Peter C. Hildreth, Bank
Commissioner.

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18 [SIGNATURE PAGE FOLLOWS]
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