

1 State of New Hampshire Banking Department

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3 In re the Matter of: ) Case No.: 07-265  
 )  
 4 State of New Hampshire Banking ) Cease and Desist Order  
 )  
 5 Department, ) CONSENT ORDER  
 )  
 6 and )  
 )  
 7 Tremont Financial LLC, James )  
 )  
 8 Jacobsen, and First Hampton Financial )  
 )  
 9 LLC, )  
 )  
 10 Respondents )  
 )

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11  
12 CONSENT ORDER

13 I. For purposes of settling the above-referenced matter, among other  
14 things, the New Hampshire Banking Department (hereinafter referred to  
15 as "the Department") and Tremont Financial, LLC (As used hereinafter,  
16 "Tremont" shall refer to Tremont Financial, LLC as well as its existing  
17 and former divisions, subsidiaries, parent companies, entities  
18 affiliated by common ownership, shareholders, members, officers,  
19 directors, agents and employees, do hereby enter this Agreement and  
20 stipulate to the following:

- 21 1. Respondent Tremont was never licensed to conduct small loan  
22 lending in New Hampshire pursuant to RSA 399-A:2.
- 23 2. The Respondents were issued a Cease and Desist Order (the  
24 "Department Order") on or about October 18, 2007.
- 25 3. Department alleges certain activities of Tremont detailed in the  
Staff Petition in this cause would necessitate licensure and  
further alleges that pursuant to RSA 399-A:2 Tremont is an  
unlicensed entity subject to licensure and without legal

1 authority to collect principal, interest, or charges on monies  
2 loaned.

3 4. Tremont, without in any way admitting that any of its prior  
4 practices were in violation of New Hampshire law or other  
5 applicable state and federal laws, has consented to observe the  
6 following terms, conditions, and agreements in the future conduct  
7 of its business from and after the date of this Agreement.

8 II. For purposes of amicably resolving and closing the above-referenced  
9 matters Tremont agrees to the following terms and conditions and the  
10 Department accepts the same:

- 11 1. Tremont agrees that it has voluntarily entered into this Agreement  
12 without reliance upon any discussions with the Department, without  
13 promise of a benefit of any kind (other than concessions contained  
14 in this Agreement), and without threats, force, intimidation, or  
15 coercion of any kind. Tremont further acknowledges its  
16 understanding of the nature of the alleged offenses stated above,  
17 including the penalties provided by law.
- 18 2. Tremont agrees to waive any and all rights to a hearing and appeal  
19 thereof.
- 20 3. Tremont agrees that all terms of this Agreement are contractual and  
21 none is a mere recital.
- 22 4. Subject to the terms of this Agreement, Tremont consents to the  
23 entry of an administrative penalty of \$20,000.00.
- 24 5. The Department agrees to waive the penalty on receipt of Tremont's  
25 compliance with its further agreements herein.
6. Tremont will pay to consumers the amount listed in a non-public  
addendum to this agreement contemporaneously with this agreement.  
The aggregate amount of said payments being \$8,878.80.
7. Tremont shall make a settlement payment directly to the National  
Mortgage Licensing System administered by the Conference of State  
Bank Supervisors in the amount of \$5,000.00. Such payment may be  
made in 5 equal monthly installments beginning March 1, 2008 and due

1 the 1<sup>st</sup> business day of every month thereafter. Checks shall be made  
2 payable to the State Regulatory Registry LLC.

3 8. Tremont shall provide an accounting of said payments to the  
4 Department on demand.

5 9. Tremont acknowledges that failure to make payment as agreed above or  
6 further violations of law will result in license action and  
7 administrative fines.

8 10. Tremont consents to having the Cease and Desist Order made  
9 permanent. Nothing herein shall prevent Tremont from receiving a  
10 license after application as long as they remain in compliance with  
11 this agreement.

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

16 This Agreement represents the complete and final resolution of, and discharge  
17 of any basis for any civil or administrative proceeding by the Department  
18 against Tremont for violations arising as a result of or in connection with  
19 any actions or omissions by Tremont through the date of this Order as it  
20 applies to the allegations contained in the Department Orders; provided,  
21 however, this release does not apply to facts not known by the Department or  
22 not otherwise provided by Tremont to the Department as of the date of this  
23 Order nor does it prohibit any consumer from bringing an action under RSA  
24 383:10-d. The Department expressly reserves its right to pursue any  
25 administrative or civil action or remedy available to it should Tremont  
breach this Agreement or in the future violate the Act or rules and orders  
promulgated thereunder. The Department shall provide written notice to  
Tremont in such event.

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