

**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): June 3, 2021

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 No.)

2828 N. Harwood Street, 15th Floor, Dallas, Texas 75201
(Address of principal executive offices)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value per share	MGI	The NASDAQ Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Introductory Note

On July 28, 2020, the Board of Directors (the “**Board**”) of MoneyGram International, Inc., a Delaware corporation (the “**Company**”), adopted a Tax Benefits Preservation Plan, (the “**Rights Agreement**”), by and between the Company and Equiniti Trust Company, a limited trust company organized under the laws of the State of New York, as Rights Agent (the “**Rights Agent**”).

Under the Rights Agreement, certain Rights (as defined in the Plan) (the “**Rights**”) were issued for the purpose of preventing, under Internal Revenue Code Section 382 (“**Section 382**”), an “ownership change” that would result in the limitation on the use of certain tax benefits of value to the Company.

In connection with the adoption of the Rights Agreement, the Board approved a Certificate of Designations of Series E Junior Participating Preferred Stock (the “**Certificate of Designations**”).

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth in the Introductory Note to this Current Report on Form 8-K is incorporated herein by reference in its entirety. On June 3, 2021, the Board amended the Rights Agreement by adopting Amendment No. 1 to the Rights Agreement to change the expiration date under the Rights Agreement to 11:59 p.m., New York City time, on June 3, 2021 (the “**Expiration Date**”). In accordance with the Rights Agreement, on the Expiration Date the Rights will become null, void, and of no further effect, and the Rights Agreement will terminate.

Item 3.03 Material Modification of Rights of Security Holders.

The information set forth in Item 1.02 to this Current Report on Form 8-K is incorporated herein by reference in its entirety.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On June 3, 2021, the Company filed a Certificate of Elimination (the “**Certificate of Elimination**”) with the Secretary of State of the State of Delaware eliminating all provisions of the Certificate of Designations filed by the Company with the Delaware Secretary of State on July 28, 2020 related to a series of preferred stock designated as Series E Junior Participating Preferred Stock (the “**Series E Preferred Stock**”) established pursuant to the Rights Agreement. Such shares previously designated Series E Preferred Stock will be returned to the authorized but undesignated shares of the Company’s preferred stock.

A copy of the Certificate of Elimination is attached hereto as Exhibit 3.1 and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

- 3.1 [Certificate of Elimination of the Series E Junior Participating Preferred Stock of MoneyGram International, Inc.](#)
- 4.1 [Amendment No. 1 to the Tax Benefits Preservation Plan, dated as of June 3, 2021, by and between MoneyGram International, Inc. and Equiniti Trust Company, as Rights Agent](#)
- 104 Cover Page Interactive Data File (formatted as Inline XBRL).

SIGNATURE

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

MoneyGram International, Inc.

By: /s/ Robert L. Villaseñor _____

Robert L. Villaseñor

General Counsel, Corporate Secretary and
Chief Administrative Officer

Date: June 3, 2021

**CERTIFICATE OF ELIMINATION
OF
SERIES E JUNIOR PARTICIPATING PREFERRED STOCK
OF MONEYGRAM INTERNATIONAL, INC.**

(Pursuant to Section 151(g) of the General Corporation Law of the State of Delaware)

MoneyGram International, Inc., a Delaware corporation (the “**Company**”), certifies as follows:

1. Pursuant to Section 151 of the General Corporation Law of the State of Delaware (the “**DGCL**”) and the authority granted in the Amended and Restated Certificate of Incorporation (as amended, the “**Charter**”) of the Company, the Board of Directors of the Company, by resolutions duly adopted, authorized the issuance of 164,000 shares of preferred stock, par value \$0.01 per share, of the Company designated as Series E Junior Participating Preferred Stock (the “**Series E Preferred Stock**”).

2. Pursuant to the provisions of Section 151(g) of the DGCL, the Board of Directors of the Company adopted the following resolutions:

RESOLVED FURTHER, that none of the authorized shares of preferred stock, par value \$0.01, of the Company designated as Series E Junior Participating Preferred Stock, are outstanding, and none of the authorized shares of Series E Preferred Stock will be issued subject to the certificate of designations therefor;

RESOLVED FURTHER, that the Company be, and hereby is, authorized and directed to file with the Secretary of State of the State of Delaware a certificate (the “**Certificate of Elimination**”) containing these resolutions, with the effect under the General Corporation Law of the State of Delaware of eliminating from the Charter all matters set forth in the Certificate of Designations of Series E Preferred Stock filed with the Secretary of State of the State of Delaware on July 28, 2020; and

RESOLVED FURTHER, that the Authorized Officers are, and each of them hereby is, authorized and directed, for and on behalf of the Company and in its name, to execute and file the Certificate of Elimination and such time as they deem appropriate, and to take such further actions as they may deem necessary or appropriate to carry out the intent of the foregoing resolutions in accordance with the applicable provisions of the General Corporation Law of the State of Delaware.

3. Pursuant to the provisions of Section 151(g) of the DGCL, all references to the Series E Preferred Stock in the Charter are hereby eliminated, and the shares that were designated to such series are hereby returned to the status of authorized but unissued shares of preferred stock of the Company.

* * * * *

IN WITNESS WHEREOF, the Company has caused this Certificate of Elimination to be signed on its behalf by its duly authorized officer on this 3rd day of June, 2021.

MONEYGRAM INTERNATIONAL, INC.

By: /s/ Robert L. Villaseñor

Name: Robert L. Villaseñor

Title: General Counsel, Corporate Secretary
and Chief Administrative Officer

SIGNATURE PAGE TO
CERTIFICATE OF ELIMINATION OF
SERIES E JUNIOR PARTICIPATING PREFERRED STOCK
OF MONEYGRAM INTERNATIONAL, INC.

**AMENDMENT NO. 1 TO
THE TAX BENEFITS PRESERVATION PLAN**

This AMENDMENT NO. 1 TO THE TAX BENEFITS PRESERVATION PLAN (this "**Amendment**") is dated as of June 3, 2021 (the "**Effective Date**") and amends the Tax Benefits Preservation Plan, dated as of July 28, 2020 (the "**Rights Agreement**"), by and between MoneyGram International, Inc., a Delaware corporation (the "**Company**"), and Equiniti Trust Company, a limited trust company organized under the laws of the State of New York, as Rights Agent (the "**Rights Agent**"). Capitalized terms used in this Amendment and not otherwise defined have the meaning given to them in the Rights Agreement.

RECITALS

WHEREAS, the Board of Directors of the Company determined that it is in the best interests of the Company and its stockholders to terminate the Rights Agreement and the associated Rights;

WHEREAS, the Company, by action of the Board, may from time to time in its sole and absolute discretion, and the Rights Agent shall, if the Company so directs, supplement or amend the Rights Agreement in any respect without the approval of any holders of Rights in accordance with Section 28 of the Rights Agreement; and

WHEREAS, the Rights Agent is hereby directed to join in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the parties hereby agree as follows:

1. Amendment of the Rights Agreement.

a. Clause (i) Section 7(a) of the Rights Agreement is hereby amended and restated in its entirety as follows:

(i) 11:59 P.M., New York City time, on June 3, 2021;

2. Amendment of Exhibits. The exhibits to the Rights Agreement shall be deemed to be restated to reflect this Amendment, including all conforming changes.

3. Other Amendment; Effect of Amendment. Except as and to the extent expressly modified by this Amendment, the Rights Agreement and the exhibits thereto remain in full force and effect in all respects without any modification; provided, however, that the effect of this Amendment is to terminate the Rights Agreement at the Expiration Date in accordance with Section 7 of the Rights Agreement. This Amendment will be deemed an amendment to the Rights Agreement and will become effective on the Effective Date. In the event of a conflict or inconsistency between this Amendment and the Rights Agreement and the exhibits thereto, the provisions of this Amendment will govern.

4. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts will for all purposes be deemed to be an original, and all such counterparts will together constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. A signature to this Amendment transmitted electronically (including by fax, email or .pdf) will have the same authority, effect and enforceability as an original signature. No party hereto may raise the use of such electronic transmission to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through such electronic transmission, as a defense to the formation of a contract, and each party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

5. Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment will remain in full force and effect and will in no way be affected, impaired or invalidated.

6. Descriptive Headings. The descriptive headings of the several Sections of this Amendment are inserted for convenience only and will not control or affect the meaning or construction of any of the provisions hereof.

7. Further Assurances. Each of the parties to this Amendment will cooperate and take such action as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Amendment, the Rights Agreement and the transactions contemplated hereunder and thereunder.

8. Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of Delaware and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts made and to be made, without reference to its conflicts of law principles, and performed entirely within such State.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

MONEYGRAM INTERNATIONAL, INC.

By: /s/ Robert L. Villaseñor
Name: Robert L. Villaseñor
Title: General Counsel, Corporate Secretary
and Chief Administrative Officer

EQUINITI TRUST COMPANY

By: /s/ Matthew D. Paseka
Name: Matthew D. Paseka
Title: SVP, Relationship Director

SIGNATURE PAGE TO
AMENDMENT NO. 1 TO THE TAX BENEFITS PRESERVATION PLAN