

# Exhibit 61

**Amendment #1 to Ripple Master Hosted Services Agreement and Ripple Work Order #1**

This Amendment amends that certain Ripple Master Hosted Services Agreement ("Master Agreement") and associated Ripple Work Order #1 ("Work Order") each effective as of June 17, 2019 between Ripple Services, Inc. and MoneyGram Payment Systems, Inc. (each separately a "Party" and collectively, the "Parties") and is effective September 25, 2019.

1. Defined Terms. All undefined capitalized terms used herein have the same meaning as in the Work Order.
2. Amendment.
  - a. Section 6(E)(ii) of the Work Order shall be amended and restated in its entirety as follows:  
  
"Using the Baseline Conversion Rate, Ripple will pay Customer an amount of XRP equal to US\$3,500,000 if the Transaction Volume equals or exceeds US\$15,000,000 on or before September 30, 2019."
  - b. Section 6(E)(iii)(4) of the Work Order shall be amended and restated in its entirety as follows:  
  
"Customer implementation or utilization of any other product that utilizes a cryptocurrency as a bridge currency for cross-border settlement during the Incentives Period shall constitute a material breach of the Agreement."
3. Effect of Amendment. In the event of any conflict or inconsistency between the Agreement and this Amendment, this Amendment shall prevail and control. Except as amended hereby, the Master Agreement and Work Order remain in full force and effect.

**IN WITNESS WHEREOF**, the parties agree to be bound, and have caused this Amendment #1 to be executed by their authorized representatives.

**RIPPLE SERVICES, INC.**

**MONEYGRAM PAYMENT SYSTEMS, INC.**

By:



By:



Name:

Senior Vice President Institutional Markets,  
Business & Corporate Development

Name:

Chief Executive Officer

Title:

Title:

Date:

Sept 26, 2019

Date:

September 26, 2019