MONEYGRAM INTERNATIONAL INC
Form SC 13G/A
February 10, 2017

UNITED STATES

SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

SCHEDULE 13G/A

Under the Securities Exchange Act of 1934

(Amendment No. 3)*

MoneyGram International, Inc.

(Name of Issuer)

Common Stock, $.01 par value per share
(Title of Class of Securities)

60935Y208
(CUSIP Number)

January 26, 2017
(Date of Event Which Requires Filing of this Statement)

Check the appropriate box to designate the rule pursuant to which this Schedule is filed:

o Rule 13d-1(b)

x Rule 13d-1(c)

o Rule 13d-1(d)

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter the disclosures provided in a prior cover page.

The information required in the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Except as otherwise provided herein, beneficial ownership information contained herein is given as of the date listed above.

1	NAME OF REPORTING PERSONS Abrams Capital Partners II, L.P. Abrams Capital, LLC Abrams Capital Management, LLC Abrams Capital Management, L.P. David Abrams	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) o (b) o	
3	SEC USE ONLY	
4	CITIZENSHIP OR PLACE OF ORGANIZATION Abrams Capital Partners II, L.P. – Delaware Abrams Capital, LLC – Delaware Abrams Capital Management, LLC – Delaware Abrams Capital Management, L.P. – Delaware David Abrams – United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	5	SOLE VOTING POWER Abrams Capital Partners II, L.P. – 0 shares Abrams Capital, LLC– 0 shares Abrams Capital Management, LLC – 0 shares Abrams Capital Management, L.P. – 0 shares David Abrams – 0 shares
	6	SHARED VOTING POWER Abrams Capital Partners II, L.P. - 0 shares Abrams Capital, LLC– 0 shares Abrams Capital Management, LLC–0 shares Abrams Capital Management, L.P. – 0 shares David Abrams – 0 shares Refer to Item 4 below.
	7	SOLE DISPOSITIVE POWER Abrams Capital Partners II, L.P. – 0 shares Abrams Capital, LLC– 0 shares Abrams Capital Management, LLC – 0 shares

Abrams Capital Management, L.P. – 0 shares
David Abrams– 0 shares

SHARED DISPOSITIVE POWER

Abrams Capital Partners II, L.P. – 0 shares
Abrams Capital, LLC– 0 shares
8 Abrams Capital Management, LLC–0 shares
Abrams Capital Management, L.P. – 0 shares
David Abrams – 0 shares

Refer to Item 4 below.

9
AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON

Abrams Capital Partners II, L.P.– 0 shares
Abrams Capital, LLC– 0 shares
Abrams Capital Management, LLC–0 shares
Abrams Capital Management, L.P. – 0 shares
David Abrams – 0 shares

Refer to Item 4 below.
10
CHECK IF THE AGGREGATE AMOUNT IN ROW (9) EXCLUDES CERTAIN SHARES (See Instructions)

o
11
PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (9)

Abrams Capital Partners II, L.P. - 0%
Abrams Capital, LLC– 0%
Abrams Capital Management, LLC – 0%
Abrams Capital Management, L.P. – 0%
David Abrams – 0%

Refer to Item 4 below.
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TYPE OF REPORTING PERSON (See Instructions)

Abrams Capital Partners II, L.P. – OO (Limited Partnership)
Abrams Capital, LLC – OO (Limited Liability Company)
Abrams Capital Management, LLC – OO (Limited Liability Company)
Abrams Capital Management, L.P. – OO (Limited Partnership)
David Abrams – IN

Item 1. (a) Name of Issuer

MoneyGram International, Inc.

(b) Address of Issuer's Principal Executive Offices

2828 N. Harwood St., 15th Floor, Dallas, Texas 75201

Item 2. **(a) Name of Person Filing**

Abrams Capital Partners II, L.P.

Abrams Capital, LLC

Abrams Capital Management, LLC

Abrams Capital Management, L.P.

David Abrams

(b) Address of Principal Business Office, or, if none, Residence

Abrams Capital Partners II, L.P.

Abrams Capital, LLC

Abrams Capital Management, LLC

Abrams Capital Management, L.P.

David Abrams

c/o Abrams Capital Management, L.P.

222 Berkeley Street, 21st Floor

Boston, MA 02116

(c) Citizenship

Abrams Capital Partners II, L.P. – Delaware

Abrams Capital, LLC- Delaware

Abrams Capital Management, LLC - Delaware

Abrams Capital Management, L.P. - Delaware

David Abrams - United States

(d) Title of Class of Securities

Common Stock, $.01 par value per share

(d) CUSIP No.:

60935Y208

Item 3. If this statement is filed pursuant to §§240.13d-1(b) or 240.13d-2(b) or (c), check whether the person filing is a:

(a) ¨ Broker or dealer registered under section 15 of the Act (15 U.S.C. 78o);

(b) ¨ Bank as defined in section 3(a)(6) of the Act (15 U.S.C. 78c);

(c) ¨ Insurance company as defined in section 3(a)(19) of the Act (15 U.S.C. 78c);

(d) ¨ Investment company registered under section 8 of the Investment Company Act of 1940 (15 U.S.C. 80a-8);

(e) o An investment adviser in accordance with §240.13d-1(b)(1)(ii)(E);

(f) ¨ An employee benefit plan or endowment fund in accordance with §240.13d-1(b)(1)(ii)(F);

(g) ¨ A parent holding company or control person in accordance with §240.13d-1(b)(1)(ii)(G);

(h) ¨ A savings associations as defined in Section 3(b) of the Federal Deposit Insurance Act (12 U.S.C. 1813);

(i) ¨ A church plan that is excluded from the definition of an investment company under section 3(c)(14) of the Investment Company Act of 1940 (15 U.S.C. 80a-3);

(j) ¨ A non-U.S. institution in accordance with §240.13d-1(b)(1)(ii)(J);

If filing as a non-U.S. institution in accordance with 240.13d-1(b)(1)(ii)(J), please specify the type of institution:

Item 4. Ownership

(a) Amount beneficially owned

Abrams Capital Partners II, L.P. – 0 shares

Abrams Capital, LLC–0 shares

Abrams Capital Management, LLC –0 shares

Abrams Capital Management, L.P. – 0 shares

David Abrams – 0 shares

(b) Percent of class

Abrams Capital Partners II, L.P. -0%

Abrams Capital, LLC – 0%

Abrams Capital Management, LLC – 0%

Abrams Capital Management, L.P. – 0%

David Abrams – 0%

(c) Number of shares as to which the person has voting and dispositive power:

(i) Sole power to vote or to direct the vote

Abrams Capital Partners II, L.P. – 0 shares

Abrams Capital, LLC–0 shares

Abrams Capital Management, LLC – 0 shares

Abrams Capital Management, L.P. – 0 shares

David Abrams – 0 shares

(ii) Shared power to vote or to direct the vote

Abrams Capital Partners II, L.P. – 0 shares

Abrams Capital, LLC–0 shares

Abrams Capital Management, LLC – 0 shares

Abrams Capital Management, L.P. – 0 shares

David Abrams – 0 shares

(iii) Sole power to dispose or to direct the disposition of

Abrams Capital Partners II, L.P. – 0 shares

Abrams Capital, LLC–0 shares

Abrams Capital Management, LLC –0 shares

Abrams Capital Management, L.P. – 0 shares

David Abrams – 0 shares

(iv) Shared power to dispose or to direct the disposition of

Abrams Capital Partners II, L.P. – 0 shares

Abrams Capital, LLC– 0 shares

Abrams Capital Management, LLC – 0 shares

Abrams Capital Management, L.P. – 0 shares

David Abrams– 0 shares

Item 5. Ownership of Five Percent or Less of a Class

If this statement is being filed to report the fact that as of the date hereof the reporting person has ceased to be the beneficial owner of more than 5 percent of the class of securities, check the following [X].

Item 6. Ownership of More Than Five Percent on Behalf of Another Person

Not Applicable

Item 7. Identification and Classification of the Subsidiary which Acquired the Security Being Reported on by the Parent Holding Company or Control Person

Not Applicable

Item 8. Identification and Classification of Members of the Group

Not Applicable

Item 9. Notice of Dissolution of Group

Not Applicable

Item 10. Certification

By signing below I certify that, to the best of my knowledge and belief, the securities referred to above were not acquired and are not held for the purpose of or with the effect of changing or influencing the control of the issuer of the securities and were not acquired and are not held in connection with or as a participant in any transaction having that purpose or effect.

Exhibits	**Exhibit**
99.1	Joint Filing Agreement by and among the Reporting Persons.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: February 10, 2017

ABRAMS CAPITAL PARTNERS II, L.P.
By: Abrams Capital, LLC
Its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL, LLC

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL MANAGEMENT, LLC

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL MANAGEMENT, L.P.

By: Abrams Capital
Management, LLC
Its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

David Abrams

By: /s/ David Abrams
Name: David Abrams
Title: Individually

JOINT FILING AGREEMENT

This Joint Filing Agreement, dated as of February 10, 2017, is by and among Abrams Capital Partners II, L.P., Abrams Capital, LLC, Abrams Capital Management, LLC, Abrams Capital Management, L.P., and David Abrams (collectively, the "Filers"). Each of the Filers may be required to file with the United States Securities and Exchange Commission a statement on Schedule 13G/A and/or 13D with respect to shares of Common Stock, $.01 par value per share, of MoneyGram International, Inc. beneficially owned by them from time to time. Pursuant to and in accordance with Rule 13(d)(1)(k) promulgated under the Securities Exchange Act of 1934, as amended, the Filers hereby agree to file a single statement on Schedule 13G/A and/or 13D (and any amendments thereto) on behalf of each of such parties, and hereby further agree to file this Joint Filing Agreement as an exhibit to such statement, as required by such rule. This Joint Filing Agreement may be terminated by any of the Filers upon one week's prior written notice (or such lesser period of notice as the Filers may mutually agree) to the other party. Executed and delivered as of the date first above written.

Date: February 10, 2017

ABRAMS CAPITAL PARTNERS II, L.P.
By: Abrams Capital, LLC
Its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL, LLC

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL MANAGEMENT, LLC

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

ABRAMS CAPITAL MANAGEMENT, L.P.
By: Abrams Capital Management, LLC
Its General Partner

By: /s/ David Abrams
Name: David Abrams
Title: Managing Member

David Abrams

By: /s/ David Abrams
Name: David Abrams
Title: Individually