

State of New York
Banking Department

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In the Matter of

**LUXURY MORTGAGE CORP. D/B/A LUXURYMAE
B500546**

SETTLEMENT AGREEMENT

A Registered Mortgage Banker Pursuant To
Article XII-D of the New York Banking Law

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This Settlement Agreement ("Agreement") is made and entered into by and between Luxury Mortgage Corp. d/b/a Luxurymae ("Luxury Mortgage") and the State of New York Banking Department ("Banking Department"), collectively the ("Settling Parties"), evidencing an agreement between the Settling Parties to resolve, without a hearing, the violations cited herein by Luxury Mortgage of New York State Banking Law Article 12-D, upon and subject to the terms and conditions hereof.

I.

RECITALS

1. Luxury Mortgage, headquartered at One Landmark Square, Suite 100, Stamford, CT, 06901 was granted a license by the Banking Department on July 1, 1998 to engage in the business of a mortgage banker pursuant to Article 12-D of the New York Banking Law ("Banking Law").

2. Section 44 of the Banking Law provides, in part, that the New York Superintendent of Banks ("Superintendent") may, in a proceeding after notice and a hearing, require a licensed mortgage banker to pay to the people of this State a penalty for a violation of the Banking Law and any regulation promulgated thereunder.

3. On July 14, 2010, during a review of certain mortgage loan originator (“MLO”) applications submitted through the Nationwide Mortgage Licensing System and Registry (“NMLSR”), the Banking Department noted that Luxury Mortgage was engaged in regulated mortgage activities at 380 Lexington Avenue, Suite 4900, New York, New York 10168 and www.luxurymortgagenyc.com.

4. However, Luxury Mortgage was not authorized to conduct regulated mortgage activities at 380 Lexington Avenue, Suite 4900, New York, New York 10168 until December 20, 2010.

5. In addition, Luxury Mortgage utilized a website www.luxurymortgagenyc.com, which was owned and controlled by another person while indicating that it was its website.

6. Accordingly, Luxury Mortgage violated Article 12-D, Section 593 of the Banking Law, which prohibits a mortgage banker from conducting business at a location or in a name other than that shown on their license or branch certificate.

II

SETTLEMENT TERMS AND CONDITIONS

Without admitting or denying the Department’s findings, Luxury Mortgage is willing to resolve the violations cited herein by entering into this Agreement and freely and voluntarily waives its right to a hearing under Banking Law Sections 44 and 598. Therefore, in consideration of the promises and covenants set forth herein, the Settling Parties agree, as follows:

1. Luxury Mortgage shall not:
 - a. Conduct or transact business in this state at any location that has not been approved by the Superintendent; and
 - b. Use a website owned and operated by another as its own.

2. Luxury Mortgage agrees to take all necessary steps to ensure its compliance with all applicable federal and state laws, regulations, and supervisory requirements relating to its mortgage business, including, but not limited to:

- a. Complying with the requirements of Article 12-D and 12-E of the New York State Banking Law;
- b. Assigning MLOs only to locations licensed by the Superintendent, displaying the license for each MLO working at such location;
- c. Maintaining books and records in manner that will enable the Superintendent to determine whether Luxury Mortgage is complying with all applicable federal and state laws, regulations, supervisory requirements and guidance letters; and
- d. Provide the proper oversight and supervision of each individual who becomes employed by, or affiliated as an independent contractor of, Luxury Mortgage to ensure compliance with all applicable federal and state laws, regulations, supervisory requirements and guidance letters.

3. Luxury Mortgage agrees to pay a fine of \$10,000, payable in ten (10) equal installments as follows:

- \$1,000 upon execution of this Agreement
- \$1,000 each on or before the 15th day of immediately following nine (9) months.

4. Luxury Mortgage further agrees that such payment will be made in immediately available funds in accordance with Banking Department payment instructions.

5. Luxury Mortgage agrees to develop a comprehensive operations manual governing its office operations, which shall, at a minimum, address maintenance of books and records, segregation of duties, and supervision of mortgage loan originators.

6. Within ninety (90) days from the effective date of this Agreement, Luxury Mortgage agrees to submit a draft of its office operations manual to the Banking Department.

7. Within one hundred twenty (120) days from the effective date of this Agreement, Luxury Mortgage agrees to submit a copy of its final office operations manual to the Banking Department together with a letter from an authorized officer of Luxury Mortgage indicating his/her approval of such policies and procedures.

8. Luxury Mortgage's mortgage banking activities will be subject to examinations semi-annually for a twenty-four month period following the execution of this Agreement.

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. The Settling Parties acknowledge that Luxury Mortgage's failure to comply with any of the settlement terms and conditions of this Agreement may result in the Banking Department taking action to revoke Luxury Mortgage's registration to engage in the business of a mortgage broker under Article 12-D of the Banking Law.

2. The Settling Parties acknowledge that entering into this Agreement shall not bar, estop, or otherwise prevent the Superintendent, or any state, federal or local agency or department or any prosecutorial authority from taking any other action affecting Luxury Mortgage, any of its current or former owners, officers, directors, employees, or insiders, or their successors or assigns with respect to the violations cited herein, or any other matter whether related or not to such violations.

3. This Agreement may not be altered, modified or changed unless in writing signed by the Superintendent or his designee.

4. This Agreement shall be enforceable and remain in effect unless stayed or terminated in writing by the Superintendent or his designee.

5. The effective date of this Agreement is the date on which it is executed by the Deputy Superintendent of Banks for Mortgage Banking.

6. All written communications to the Banking Department regarding this Agreement should be sent as follows.

Attention:

Rholda L. Ricketts
Deputy Superintendent of Banks
Mortgage Banking Division
State of New York Banking Department
One State Street,
New York, New York 10004

7. All written communications to Luxury Mortgage regarding this Agreement should be sent as follows.

Attention:

David A. Adamo
Luxury Mortgage Corp.
d/b/a Luxurymae
One Landmark Square, Suite 100,
Stamford, CT, 06901

8. This Agreement is not confidential; therefore it is available to the public.

WHEREFORE, the Settling Parties hereto have caused this Agreement to be executed.

By: _____
David A Adamo
Luxury Mortgage Corp.
d/b/a Luxurymae

Dated: _____

By: _____
Rholda L. Ricketts
Deputy Superintendent of Banks
State of New York Banking Department

Dated: _____