

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS



DEPARTMENT OF BUSINESS REGULATION
DIVISION OF BANKING
1511 PONTIAC AVENUE, BUILDINGS 68, 69
CRANSTON, RI 02920

IN THE MATTER OF

LUXURY MORTGAGE CORP.

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17BK011

CONSENT AGREEMENT

It is hereby agreed by and between the Rhode Island Department of Business Regulation (“Department”), Banking Division, and Luxury Mortgage Corp., Nationwide Multistate Licensing System Number (“NMLS”) ID #2745, Rhode Island License Numbers 20031560LL and 20092580LB (hereinafter referred to as “Licensee”) as follows:

1. Pursuant to its authority under R.I. Gen. Laws § 19-14-23, the Division conducted an Examination of the Licensee concluding on June 1, 2017.
2. The resulting Examination Report summarized certain findings by the Division raising issues as to the Licensee’s compliance with the following statutory and/or regulatory provisions:
 - A. R.I. Gen. Laws § 34-23-6 (if a licensee deems certain fees on home mortgages nonrefundable if the underlying loan is prepaid in full, the licensee must provide a

notice of nonrefundability of loan fees within three days of receipt of the loan application);

- B. R.I. Banking Regulation 3, Section 5(A)(iv) (each loan file must contain fully executed copies of Disclosure Forms 1 and 2¹ with verification that the date the Forms were submitted to the loan applicant was within three business days of the application) and R.I. Banking Regulation 3, Section 5(A)(vii) (mandated use of exact attached disclosure forms without any alterations).
3. The Licensee represented that prior to the issuance of the examination findings, Respondent implemented procedures to ensure all required disclosure are generated by the loan origination system in future transactions.
 4. The Division has the authority to institute disciplinary action and penalties pursuant to R.I. Gen. Laws §§ 19-14-13 (license revocation), 19-14-15 (license suspension), and 19-14-23(f) (administrative assessment up to \$1,000 per violation), but has elected to resolve this matter by Consent Agreement as authorized by R.I. Gen. Laws § 42-35-9(d).
 5. In consideration of the above, within thirty (30) days of the execution of this Consent Agreement, the Licensee will pay an administrative penalty of one thousand (\$1,000) dollars and create, implement, and submit to the Division a copy of policies and procedures (including employee training) ensuring that all affected loan applicants/borrowers are provided with all required disclosures, that copies of required disclosures signed and dated by the loan applicants/borrowers are maintained

¹ Form 1 is entitled "Prohibited Acts of Lenders and Loan Brokers in R.I. Gen. Laws § 34-25.2-1 et seq.; Prohibited Acts and Practices Disclosures Regarding All Home Loans." Form 2 is entitled "Prohibited Acts of Lenders and Loan Brokers in R.I. Gen. Laws § 34-25.2-1 et seq.; Prohibited Acts and Practices Disclosures Regarding High-Cost Home Loans."

in each respective loan file to evidence receipt by the loan applicant/borrower in the proscribed timeframe, and specifically including that Forms 1 and 2 are not altered in any manner and are fully executed by both the loan applicants/borrowers and an authorized representative of the Licensee.

6. Waiver of Hearing and Appeal. By agreeing to resolve this matter through the execution of this Consent Agreement, the Licensee knowingly and voluntarily waives any right to an administrative hearing and waives any right to pursue an appeal to the Superior Court under the Rhode Island Administrative Procedures Act, R.I. Gen. Laws § 42-35-1 *et seq.*
7. Compliance; Other Laws. Compliance with the terms of this Consent Order does not relieve the Licensee of any obligation to comply with other applicable laws or regulations administered by or through the Department or any other governmental agency.
8. Enforcement of Consent Agreement. If the Licensee fails to comply with any term or condition of this Consent Agreement within any applicable time period set forth herein, the Licensee will be considered in violation hereunder and the Division may take immediate and/or heightened enforcement or other action in accordance with applicable law.

SIGNATURES ON NEXT PAGES

CONSENTED AND AGREED TO BY:

The Licensee: Luxury Mortgage Corp.



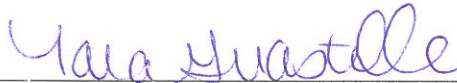
David Adamo, CEO

Date: December 18, 2017

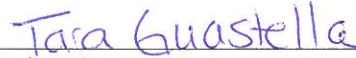
STATE OF CONNECTICUT)
)
COUNTY OF FAIRFIELD)

ss: STAMFORD

In **Connecticut**, in said County, on the **18th** day of **December, 2017**, before me personally appeared **David Adamo**, to me known and known by me to be the **Chief Executive Officer** of and the person executing this instrument on behalf of **Luxury Mortgage Corp.**, the party executing this instrument, and he/she acknowledged said instrument by him/her so executed to be his/her free act and deed in such capacity and the free act and deed of such corporation.



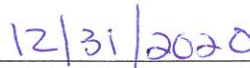
Notary Public Signature



Print Notary Name

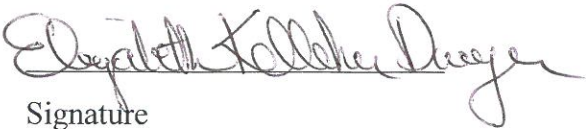


Notary Number



Commission Expiration Date

The Division:



Signature

Date: 12-21-17

Elizabeth Kelleher Dwyer, Esq.
Superintendent of Banking and Insurance

TARA GUASTELLA
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2020