

EXECUTED COPY

NEW YORK STATE DEPARTMENT
OF FINANCIAL SERVICES

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In the Matter of

**ADCHEMY, INC. D/B/A
RATEMARKETPLACE**
A Registered Mortgage Broker

SETTLEMENT AGREEMENT

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This Settlement Agreement ("Agreement") is made and entered into by and between Adchemy, Inc. D/B/A RateMarketplace ("Adchemy" or "Registrant") and the New York State Department of Financial Services (the "Department") (collectively, the "Settling Parties") evidencing an agreement between the Settling Parties to resolve, without a hearing, the violations of Section 594-b(1) of New York Banking Law ("Banking Law") and Section 104.1(a) of Supervisory Procedure MB 104, cited herein by the Department, upon and subject to the terms and conditions hereof.

I.

RECITALS

1. Adchemy, headquartered at 1001 East Hillsdale Boulevard, 7th Floor, Foster City, CA 94404, was granted a registration by the Department on October 9, 2007 to engage in the business as a mortgage broker pursuant to Article 12-D of the Banking Law.

2. Section 44 of the Banking Law provides, in part, that the Superintendent of Financial Services (the "Superintendent") may, in a proceeding after notice and a hearing, require a licensed mortgage broker to pay to the people of this State a penalty for a violation

of the Banking Law and any regulation promulgated thereunder.

3. Section 38.8 of the General Regulations of the Banking Board provides that a mortgage broker may be subject to disciplinary action by the Department for, among other things, violations of Article 12-D of the Banking Law, the regulations promulgated thereunder, or violations of state or federal law indicating that the entity is unfit to engage in the business of a mortgage broker.

4. On October 9, 2007, the Department issued a mortgage broker registration to Adchemy, which at that time was owned by the following shareholders: Murthy V. Nukula- 34.61%; August Capital IV, L.P. - 19.27% and minority owners-46.12%, all of whom owned less than 10 percent.

5. By the terms of an Agreement entered into on August 17, 2011, Microsoft Corporation ("Microsoft") purchased a 17.23% ownership interest in Adchemy.

6. As a result of the sale of shares sold to Microsoft, the following persons/entities were shown as owners in Adchemy: Murthy V. Nukula and Trust- 18.7%; August Capital IV, LP- 16.36%; other entities owning less than 10% - 47.71%; and Microsoft- 17.23%.

7. By letter dated September 15, 2011, Adchemy notified the Department that Microsoft purchased a 17.23% ownership interest in Adchemy.

8. Because Adchemy notified the Department of the acquisition by Microsoft after the transaction occurred, it violated Section 594-b(1) of the Banking Law, which requires a Registrant to obtain the prior approval of the Superintendent for any action to be taken which results in a change of control of the business of a registrant.

9. In addition, Adchemy failed to submit timely a mortgage broker change of control application to register the new owner pursuant to Section 104.1(a) of Supervisory Procedure MB 104, which specifies any person or entity seeking to acquire control of a mortgage broker shall submit to the Superintendent an application accompanied by payment of the application

fee prior to effecting the change in control.

10. Adchemy thereafter applied for a change of control on behalf of Microsoft on November 3, 2011.

II.

SETTLEMENT TERMS AND CONDITIONS

The Registrant 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 on such violations. Therefore, in consideration of the promises and covenants set forth herein, the Settling Parties agree, as follows:

1. The Registrant 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, obtaining the prior approval of the Superintendent for any action that will result in a change of control of Adchemy.

2. The Registrant agrees to pay a fine of \$5,000. The Registrant further agrees that such payment will be made in immediately available funds in accordance with the Department's payment instructions.

III.

MISCELLANEOUS TERMS AND CONDITIONS

1. The Settling Parties acknowledge that the Registrant's failure to comply with any of the settlement terms and conditions of this Agreement may result in the Department taking action to revoke Adchemy's registration to engage in the business of a mortgage broker.

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 Adchemy, 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 and 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 or her designee.

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

Attention:

Rholda L. Ricketts
Deputy Superintendent
State of New York Department of Financial Services
One State Street,
New York, New York 10004

7. All written communications to Adchemy regarding this Agreement should be sent as follows:

Attention:

Stacy Giamalis
Vice President General Counsel
Adchemy, Inc. D/B/A RateMarketplace
1001 East Hillsdale Boulevard, 7th Floor
Foster City, CA 94404

8. This Agreement is not confidential; the Settling Parties understand that it may be made available to the public.

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

Adchemy Mortgage LLC

By: _____

Rahoul Seth
CFO/Treasurer

Dated: _____

New York State Department of Financial Services

By: _____

Rholda L. Ricketts
Deputy Superintendent

Dated: _____