

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

(Amendment No. 5)*

TREE.COM, INC.

(Name of Issuer)

COMMON STOCK, \$0.01 PAR VALUE

(Title of Class of Securities)

894675107

(CUSIP Number)

Douglas R. Lebda
c/o Tree.com, Inc.
1115 Rushmore Drive
Charlotte, North Carolina 28277
(704) 541-5351

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

May 12, 2011

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box, o

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* 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 disclosures provided in a prior cover page.

The information required on 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).

CUSIP No. 894675107

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).
Douglas R. Lebda

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a) x

(b) o

3. SEC Use Only

4. Source of Funds (See Instructions)
PF, OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
United States

7. Sole Voting Power
2,107,780

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
45,374

9. Sole Dispositive Power
1,832,780

10. Shared Dispositive Power
45,374

11. Aggregate Amount Beneficially Owned by Each Reporting Person
2,153,154

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
19.6%

14. Type of Reporting Person (See Instructions)
IN

CUSIP No. 894675107

1. Names of Reporting Persons.
I.R.S. Identification Nos. of above persons (entities only).
The Douglas R. Lebda Family Trust

2. Check the Appropriate Box if a Member of a Group (See Instructions)

(a)

(b)

3. SEC Use Only

4. Source of Funds (See Instructions)
OO

5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

6. Citizenship or Place of Organization
Delaware

7. Sole Voting Power
0

Number of
Shares
Beneficially
Owned by
Each
Reporting
Person With

8. Shared Voting Power
45,374

9. Sole Dispositive Power
0

10. Shared Dispositive Power
45,374

11. Aggregate Amount Beneficially Owned by Each Reporting Person
45,374

12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions)

13. Percent of Class Represented by Amount in Row (11)
0.4%

14. Type of Reporting Person (See Instructions)
OO

This Amendment No. 5 amends the Schedule 13D filed with the Securities and Exchange Commission (the "Commission") on February 18, 2009 by Douglas R. Lebda and The Douglas R. Lebda Family Trust (together, the "Reporting Persons"), as amended by Amendment No. 1 thereto filed on May 7, 2009, Amendment No. 2 thereto filed on April 9, 2010, Amendment No. 3 thereto filed on September 9, 2010 and Amendment No. 4 filed on November 8, 2010.

This Amendment No. 5 to the Schedule 13D relates to the entry by the Reporting Persons and Discover Bank, a Delaware banking corporation, into a voting and support agreement, dated as of May 12, 2011, as described in Item 4 herein, in connection with the entry by Discover Bank, Tree.com, Inc., a Delaware corporation, Home Loan Center, Inc., a California corporation, and the other parties thereto into an asset purchase agreement, dated as of May 12, 2011, as described in Item 4 herein.

The following amendments to Items 4, 5, 6 and 7 of the Schedule 13D are hereby made:

Item 4. Purpose of Transaction

Item 4 of the Schedule 13D is hereby amended in its entirety to read as follows:

The Reporting Persons have acquired their shares for investment purposes and, in the case of Mr. Lebda, in connection with compensation arrangements.

The Reporting Persons may acquire or dispose of shares of common stock in the future depending upon market conditions, personal objectives and other facts and conditions.

On May 12, 2011, Tree.com, Inc., a Delaware corporation (the "Company") entered into an asset purchase agreement with Discover Bank, a Delaware banking corporation ("Discover"), Home Loan Center, Inc., a California corporation ("HLC"), and the other parties thereto (the "Purchase Agreement"), pursuant to which, among other things, the Company agreed to sell substantially all of the operating assets of HLC to Discover.

In connection with the Purchase Agreement, the Reporting Persons entered into a voting and support agreement, dated as of May 12, 2011 (the "Voting Agreement"), pursuant to which the Reporting Persons agreed, from and after the date thereof until the earlier of the closing of the transactions contemplated by the Purchase Agreement or the termination of the Purchase Agreement, to vote all of the shares of common stock of the Company, any other voting securities of the Company and any securities issued or exchanged with respect to such shares of common stock or other voting securities of the Company (collectively, the "Securities") that the Reporting Persons have the power to vote (i) in favor of approval of the Purchase Agreement and the transactions contemplated thereby; and (ii) against any Acquisition Proposal (as defined in the Purchase Agreement). The voting obligations described in clauses (i) and (ii) above apply whether or not the board of directors of the Company has effected a Change of Recommendation (as defined in the Purchase Agreement).

In addition, from and after the date of the Voting Agreement until the earlier of the closing of the transactions contemplated by the Purchase Agreement or the termination of the Purchase Agreement, the Reporting Persons agreed not to sell, transfer or otherwise dispose of or limit their right to vote the Securities, or agree to do any of the foregoing, or take any action which is, individually or in the aggregate, reasonably likely to delay, prevent or have an adverse effect on the Reporting Persons' ability to satisfy their obligations under the Voting Agreement.

Notwithstanding the foregoing, in connection with any Transfer (as defined in the Voting Agreement) not involving or relating to any Acquisition Proposal, the Reporting Persons may Transfer any or all of the Securities (i) to any member of Mr. Lebda's immediate family, or to a trust for the benefit of Mr. Lebda or any member of his immediate family; (ii) upon the death of Mr. Lebda; or (iii) to the Company pursuant to the terms of Mr. Lebda's restricted stock awards from the Company that provide for the forfeiture of restricted stock; provided that in any Transfer pursuant to clauses (i) and (ii), prior to and as a condition to the effectiveness of such Transfer, each person to which any of such Securities or any interest in any of such Securities is transferred shall have executed and delivered to Discover a counterpart of the Voting Agreement pursuant to which such person shall be bound by all of the terms and provisions of the Voting Agreement.

If a Reporting Person has complied in all material respects with its obligations under the Voting Agreement (including, without limitation, having voted its Securities in accordance with the Voting Agreement), then, following the conclusion of the special meeting of the Company's stockholders at which the Purchase Agreement and the transactions thereby will be approved (including any adjournments and postponements thereof), the Reporting Person may Transfer its Securities (i) pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (including compliance with the limitations of Rule 144(e) and (f)) or (ii) in a transaction not involving a public offering; provided, that in the case of a

Transfer pursuant to clause (ii), a Reporting Person may not Transfer its Securities unless prior to, and as a condition to the effectiveness of such Transfer, each person (or related or affiliated persons) or group to which any of such Securities or any interest in any of such Securities is transferred shall have executed and delivered to Discover a counterpart of the Voting Agreement pursuant to which such person (or related or affiliated persons) or group shall be bound by all of the terms and provisions of the Voting Agreement.

Nothing in the Voting Agreement limits or affects any action or inaction by Mr. Lebda in his capacity as a member of the Company's board of directors or as an officer of Company or any of subsidiary of Company.

References to, and descriptions of, the Voting Agreement as set forth above in this Item 4 are qualified in their entirety by reference to the copy of the Voting Agreement included as Exhibit 6, and incorporated in this Item 4 in its entirety where such references and descriptions appear.

Except as otherwise described herein, the Reporting Persons do not presently have any plans or proposals which relate to or would result in:

- (a) The acquisition by any person of additional securities of the Company, or the disposition of securities of the Company;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Company or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Company, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Company;
- (f) Any other material change in the Company's business or corporate structure;
- (g) Changes in the Company's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Company by any person;

(h) Causing a class of securities of the Company to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;

(i) A class of equity securities of the Company becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or

(j) Any action similar to any of those enumerated above

Item 5. Interest in Securities of the Issuer

Item 5 of the Schedule 13D is hereby amended in its entirety to read as follows:

(a),(b) Amount and Nature of Beneficial Ownership Reported.

The Reporting Persons collectively have beneficial ownership of an aggregate of 2,153,154 shares (or 19.6%) of the Company's common stock held as follows:

(i) Douglas R. Lebda beneficially owns 2,153,154 shares of common stock, consisting of (A) 1,574,212 shares of common stock directly held by Mr. Lebda (as to which he has sole voting and dispositive power), (B) 3,098 shares of common stock issuable upon the exercise of stock options issued to Mr. Lebda that are presently exercisable or become exercisable within the next 60 days (as to which he has sole voting and dispositive power), (C) 255,470 shares of restricted common stock (as to which he has sole voting and dispositive power), (D) 275,000 shares of unvested restricted common stock (as to which he has sole voting power but no dispositive power), and (E) 45,374 shares of common stock held by Lebda Family Trust (as to which he has shared voting and dispositive power). Such shares represent 19.6% of the Company's outstanding common stock.

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(ii) The Douglas R. Lebda Family Trust beneficially owns 45,374 shares of common stock. Such shares represent 0.4% of the Company's outstanding common stock.

(c) Recent Transactions.

In the past 60 days, none of the Reporting Persons had any transactions in the Company's common stock, except as follows: (i) on April 8, 2011, Mr. Lebda was granted an option to purchase 51,290 shares of the Company's common stock with an exercise price of \$5.35 per share; (ii) on April 8, 2011, Mr. Lebda was granted an option to purchase 51,289 shares of the Company's common stock with an exercise price of \$5.885 per share; and (iii) on April 8, 2011, Mr. Lebda was granted an option to purchase 51,289 shares of the Company's common stock with an exercise price of \$6.42 per share.

(d) Certain Rights to Receive Dividends or Direct Sale Proceeds:

N/A

(e) Ownership of Five Percent or Less of Class:

Mr. Lebda became the beneficial owner of more than 5% of the common stock of the Company on February 8, 2009.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Item 6 of the Schedule 13D is hereby amended and supplemented by the addition of the following information to the end thereof:

"On May 12, 2011, the Reporting Persons entered into the Voting Agreement in connection with the execution of the Purchase Agreement. The terms of the Voting Agreement set forth in Item 4 above are incorporated herein by reference."

Item 7. Material to be Filed as Exhibits

Item 7 of the Schedule 13D is hereby amended in its entirety to read as follows

Exhibit	Name	Incorporated By Reference To
Exhibit 1	Joint Filing Agreement	Filed Herewith
Exhibit 2	Stock Purchase Agreement, dated February 8, 2009, between Tree.com, Inc. and Douglas R. Lebda.	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 11, 2009
Exhibit 3	Form of Restricted Stock Award Agreement	Exhibit 10.5 to the Company's Current Report on Form 8-K filed on March 27, 2009
Exhibit 4	Option Cancellation Agreement dated April 28, 2009 between Douglas R. Lebda and Tree.com, Inc.	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on May 1, 2009
Exhibit 5	Share Exchange Agreement dated August 30, 2010 between Douglas R. Lebda and Tree.com, Inc.	Exhibit 10.1 to the Company's Current Report on Form 8-K filed on September 1, 2010
Exhibit 6	Voting and Support Agreement, dated May 12, 2011, by and between Discover Bank, a Delaware banking corporation, Douglas R. Lebda and David Rich, as trustee of The Douglas R. Lebda Family Trust.	Filed Herewith

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.

May 13, 2011

Date

/s/ Douglas R. Lebda

Douglas R. Lebda

/s/ David Rich

David Rich, as trustee of The Douglas R. Lebda Family Trust

ATTENTION:

Intentional misstatements or omissions of fact constitute Federal Criminal Violations (See 18 U.S.C. 1001)

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k)(1) promulgated under the Securities and Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with each other on behalf of each of them a statement on Schedule 13D with respect to the common stock, \$0.01 par value, of Tree.com, Inc. beneficially owned by each of them. This Joint Filing Agreement shall be included as an exhibit in such Schedule 13D.

IN WITNESS WHEREOF, the undersigned have executed this Joint Filing Agreement as of May 13, 2011.

/s/ Douglas R. Lebda

Douglas R. Lebda

/s/ David Rich

David Rich, as trustee of The Douglas R. Lebda Family Trust

VOTING AND SUPPORT AGREEMENT

This Voting and Support Agreement, dated as of May 12, 2011 (this “**Agreement**”), is entered into by and between Discover Bank, a Delaware banking corporation (“**Buyer**”), on the one hand, and Douglas R. Lebda, an individual and David Rich, as trustee of the Douglas R. Lebda Family Trust (each a “**Stockholder**” and collectively, the “**Stockholders**”), on the other hand.

RECITALS

WHEREAS, Buyer, Tree.com, Inc., a Delaware corporation (“**Parent**”), Home Loan Center, Inc., a California corporation, and the other Sellers named therein, are concurrently herewith executing an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”; capitalized terms used but not defined herein shall have the respective meanings set forth in the Purchase Agreement);

WHEREAS, as a condition to Buyer executing and delivering the Purchase Agreement, Buyer is requiring that the Stockholders enter into this Agreement; and

WHEREAS, as of the date hereof, Mr. Lebda has the sole power to vote and dispose (subject to disposition restrictions set forth in restricted stock awards) of 2,104,682 shares of common stock, par value \$.01 per share (the “**Parent Common Stock**”) and the shared power to vote and dispose of 45,374 shares of Parent Common Stock, and Mr. Rich has the shared power to vote and dispose of 45,374 shares of Parent Common Stock (all such shares, the “**Existing Shares**”) and the respective Existing Shares for which a Stockholder has sole or shared power to vote or dispose of, the “**Respective Existing Shares**”; and, together with any securities issued or exchanged with respect to such shares of Parent Common Stock upon any recapitalization, reclassification, merger, consolidation, spin-off, partial or complete liquidation, stock dividend, split-up or combination of the securities of Parent or any other similar change in Parent’s capital structure or securities of which each such Stockholder acquires beneficial ownership after the date hereof and prior to the record date for any meeting of stockholders of Parent or solicitation of written consents of the stockholders of Parent with respect to the Purchase Agreement and the transactions contemplated thereby, collectively referred to herein as, the “**Covered Shares**”).

AGREEMENT

NOW, THEREFORE, in contemplation of the foregoing and in consideration of the mutual agreements, covenants, representations and warranties contained herein and intending to be legally bound hereby, the parties hereto agree as follows:

1. Certain Covenants.

1.1 Lock-Up.

(a) Subject to subparagraphs (b) and (c) below, the Stockholders hereby covenant and agree that from and after the date of this Agreement until the earlier of the Closing Date or the date, if any, on which this Agreement is terminated, the Stockholders will not (i) directly or indirectly sell, transfer, assign, tender or otherwise dispose of or limit their

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right to vote the Existing Shares, or agree to do any of the foregoing (each a “**Transfer**”) or (ii) knowingly take any action or actions that are, individually or in the aggregate, reasonably likely to delay, prevent or have an adverse effect on the Stockholders’ ability to satisfy their obligations under this Agreement.

(b) If the Stockholders have complied in all material respects with their obligations hereunder (including, without limitation, having voted or caused to be voted their Securities in accordance with Section 1.5(b)), then, following the receipt of the Parent Stockholder Approval at the Stockholders’ Meeting, the Stockholders may Transfer their Covered Shares (a “**Permitted Transfer**”) (i) pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (including compliance with the limitations of Rule 144(e) and (f)) or (ii) in a transaction not involving a public offering; provided, that in the case of a Transfer pursuant to clause (ii), a Stockholder may not Transfer its Covered Shares unless prior to and as a condition to the effectiveness of such Permitted Transfer, each Person to which any of such Covered Shares or any interest in any of such Covered Shares is transferred shall have executed and delivered to Buyer a counterpart to this Agreement pursuant to which such Person shall be bound by all of the terms and provisions of this Agreement.

(c) Notwithstanding the foregoing, the Stockholders may Transfer any or all of the Covered Shares (i) to any member of Mr. Lebda’s immediate family, or to a trust for the benefit of the Mr. Lebda or any member of his immediate family, (ii) upon the death of Mr. Lebda or (iii) to Parent pursuant to the terms of Mr. Lebda’s restricted stock awards from Parent that provide for the forfeiture of restricted stock; provided, however, that in the case of any Transfer pursuant to clauses (i) or (ii), prior to and as a condition to the effectiveness of such Transfer, each Person to which any of such Covered Shares or any interest in any of such Covered Shares is transferred shall have executed and delivered to Buyer a counterpart to this Agreement pursuant to which such Person shall be bound by all of the terms and provisions of this Agreement.

1.2 [Intentionally Omitted].

1.3 Stop-Transfer Order. Each Stockholder understands and agrees that if such Stockholder attempts to Transfer any of its Respective Existing Shares other than through a Transfer permitted by this Agreement, Parent shall not permit such Transfer, and each Stockholder hereby unconditionally and irrevocably instructs Parent to instruct its transfer agent to enter into a stop transfer order with respect to all Existing Shares. In the event that a Stockholder intends to undertake a Transfer permitted by this Agreement, such Stockholder shall provide notice thereof to Parent and Buyer and Parent shall instruct its transfer agent to (i) lift the stop transfer order in order to effect such Transfer and (ii) re-enter the stop transfer order with respect to any shares still subject to this Agreement upon completion of such Transfer.

1.4 [Intentionally Omitted].

1.5 Voting Agreement.

(a) Each Stockholder has revoked or terminated any proxies, voting agreements or similar arrangements previously given or entered into with respect to the Existing Shares.

(b) Until termination of this Agreement in accordance with its terms, at any meeting of the stockholders of Parent (whether annual or special), however called, or at any adjournment or postponement thereof, the Stockholders shall: (i) with respect to any vote relating to the Purchase Agreement or the transactions contemplated thereby or any other matter to be approved by the stockholders of Parent to facilitate any of them, appear at such meeting or otherwise cause the Covered Shares to be counted as present thereat for the purpose of establishing a quorum and vote (or cause to be voted) the Covered Shares, in person or by proxy, in favor of the approval of the Purchase Agreement and the transactions contemplated thereby, or consent to (or cause to be consented to) in lieu of such meeting; and (ii) vote (or cause to be voted), in person or by proxy, the Covered Shares against or decline to consent (or cause consent to be declined) in lieu of such meeting any Acquisition Proposal.

(c) The obligations of the Stockholders specified in this Section 1.5 shall apply whether or not the Board of Directors of Parent (or any committee thereof) has effected a Change of Recommendation. Any such vote shall be cast (or consent shall be given) by the Stockholders in accordance with such procedures relating thereto so as to ensure that it is duly counted, including for purposes of determining whether a quorum is present.

1.6 Disclosure. The Stockholders hereby authorize Buyer to publish and disclose in any announcement or disclosure required by the SEC, the NASDAQ Stock Market or any other national securities exchange and, to the extent required by applicable Law, the Proxy Statement (including all documents and schedules filed with the SEC in connection therewith) and any other required filings under the Securities Act or the Exchange Act or otherwise required by Law, their respective identities and ownership of shares of Parent Common Stock and the nature of their commitments, arrangements and understandings under this Agreement; provided, that, Buyer provides the Stockholders with a draft of any such disclosure a reasonable time prior to such disclosure and incorporates the reasonable comments of the Stockholders and their Representatives to such disclosure.

2. Representations and Warranties of the Stockholders. Each Stockholder hereby severally but not jointly represents and warrants to Buyer as of the date hereof as follows:

2.1 Ownership. Such Stockholder has Beneficial Ownership of its Respective Existing Shares, free and clear of any Encumbrances (except for those created by this Agreement). As of the date hereof, the Respective Existing Shares constitute all of the shares of Parent Common Stock Beneficially Owned by such Stockholder or any of its Affiliates, except as set forth on Exhibit A hereto. Except as otherwise set forth herein, such Stockholder has sole voting power (including the right to control such vote as contemplated herein) with respect to the matters set forth in Section 1.5 of this Agreement, sole power of disposition, sole power to issue instructions with respect to the matters set forth in this Agreement, and sole power to agree to all of the matters set forth in this Agreement, in each case, with respect to all of such Stockholder's Respective Existing Shares. "**Beneficial Ownership**" (and related terms such as "beneficially owned" or "beneficial owner") for purposes of this Agreement has the meaning set forth in Rule

13d-3 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

2.2 Organization; Authority; Enforceability. This Agreement has been duly authorized, executed and delivered by such Stockholder and (assuming the due authorization, execution and delivery by Buyer) constitutes the legal, valid and binding obligation of such Stockholder, Enforceable against such Stockholder.

2.3 No Conflicts. The execution and delivery by such Stockholder of this Agreement, the performance by such Stockholder of its obligations hereunder and consummation of the transactions contemplated hereby by such Stockholder do not and will not: (a) breach or violate (i) any Law or Order to which such Stockholder or any of its assets or properties, including its Respective Existing Shares, is subject or (ii) if applicable, any provision of the Organizational Documents of such Stockholder or (b) breach or conflict with, or constitute a default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, any contract, agreement, lease, license, arrangement, bilateral understanding commitment, obligation or instrument, Order or License to which such Stockholder is a party or by which it is bound or to which any of its assets or properties, including its Respective Existing Shares, is subject.

2.4 Actions. Such Stockholder is not (a) subject to any outstanding Order or (b) a party or, to the knowledge of such Stockholder, threatened to be made a party to any Action, in each case relating to or affecting the Covered Shares or that, if adversely determined, would, individually or in the aggregate, be reasonably likely to delay, prevent or have a material adverse effect on such Stockholder's ability to satisfy its obligations under this Agreement.

2.5 Reliance by Buyer. Such Stockholder understands and acknowledges that Buyer is entering into the Purchase Agreement in reliance upon such Stockholder's execution and delivery of this Agreement and the representations and warranties of such Stockholder herein and therein.

3. Representations and Warranties of Buyer. Buyer hereby represents and warrants to the Stockholders as of the date hereof as follows:

3.1 Organization; Authorization; Enforceability. Buyer is a banking corporation duly incorporated, validly existing, and in good standing under the Laws of the State of Delaware. Buyer has the corporate power and authority, and has taken all action necessary, to authorize, execute and deliver this Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Buyer and (assuming the due authorization, execution and delivery by the Stockholders) constitutes the legal, valid and binding obligation of the Stockholders, Enforceable against Buyer.

3.2 No Conflicts. The execution and the delivery by Buyer of this Agreement, the performance by Buyer of its obligations hereunder and consummation of the transactions contemplated hereby by Buyer do not and will not: (a) breach or violate (i) any Law or Order to which Buyer or its assets and properties is subject or (ii) any provision of Buyer's Organizational

Documents; (b) breach or conflict with, or constitute a default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, any Contract, Order or License to which Buyer is a party or by which it is bound or to which any of Buyer's assets or properties is subject; or (c) require the approval, consent, authorization or act of, or the making by Buyer of any filing with, any Third Party or Governmental Authority.

4. [Intentionally Omitted.]

5. Miscellaneous.

5.1 Term. The term (the "**Term**") of this Agreement shall commence on the date hereof and shall terminate upon the earlier of (i) the Closing Date, and (ii) the termination of the Purchase Agreement in accordance with its terms.

5.2 Fiduciary Duties. Notwithstanding anything in this Agreement to the contrary: (a) Mr. Lebda makes no agreement or understanding herein in any capacity other than in his capacity as a Beneficial Owner of Securities, and (b) nothing herein will be construed to limit or affect any action or inaction by Mr. Lebda in his capacity as a member of Parent's board of directors or as an officer of Parent or any of subsidiary of Parent and any such action shall not constitute a breach of this Agreement.

5.3 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Buyer any direct or indirect ownership or incidence to ownership of or with respect to any Existing Shares. All rights, ownership and economic benefits of and relating to the Existing Shares shall remain vested in and belong to the respective Stockholders, and Buyer shall have no authority to direct the Stockholders in the voting or disposition of any of the Covered Shares, except as otherwise provided herein.

5.4 Entire Agreement. This Agreement supersedes all prior agreements, representations and warranties, whether written or oral, of the parties hereto with respect to the subject matter contained herein and constitutes a complete and exclusive statement of the terms of the agreement between the parties hereto with respect to its subject matter.

5.5 Notices. All notices, consents and other communications required or permitted by this Agreement shall be in writing and shall be (a) delivered to the appropriate address by hand, by nationally recognized overnight service or by courier service (costs prepaid), (b) sent by facsimile or e-mail, or (c) sent by registered or certified mail, return receipt requested, in each case to the following addresses, facsimile numbers or e-mail addresses and marked to the attention of the person (by name or title) designated below (or to such other address, facsimile number, e-mail address or person as a party may designate by notice to the other party):

Buyer:

Discover Bank
12 Read's Way
New Castle, DE 19720
Attention: Mike Rickert
Fax: (302) 323-7393

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with a copy (which shall not constitute notice) to:

Sidley Austin LLP
One South Dearborn Street
Chicago, IL 60603
Attention: Paul L. Choi
Fax: (312) 853-7036
Email: pchoi@sidley.com

Stockholders:

Douglas R. Lebda
c/o Tree.com, Inc.
11115 Rushmore Drive
Charlotte, North Carolina 28277
Attention: Douglas Lebda
Fax: 949-255-5155
Email: Douglas.Lebda@lendingtree.com

The Douglas R. Lebda Family Trust
c/o Tree.com, Inc.
11115 Rushmore Drive
Charlotte, North Carolina 28277
Attention: Douglas Lebda
Fax: 949-255-5155
Email: Douglas.Lebda@lendingtree.com

All notices, consents, waivers and other communications shall be deemed to have been duly given (as applicable): if delivered by hand, when delivered by hand; if delivered by overnight service, when delivered by nationally recognized overnight service; if delivered by courier, when delivered by courier; if sent via registered or certified mail, five (5) Business Days after being deposited in the mail, postage prepaid; or if delivered by email or facsimile, when received

by the recipient prior to 5:00 p.m. local time for the recipient (and if received by the recipient after 5:00 p.m. local time for the recipient, then delivery will be deemed duly given at 9:00 a.m. local time for the recipient on the subsequent Business Day).

5.6 Modifications; Waiver. No provision of this Agreement may be amended, supplemented or otherwise modified except by a written agreement mutually executed by the parties hereto (except for assignments as permitted hereunder). Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for purposes of this Agreement if, as to any party, it is authorized in writing by an authorized representative of such party. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise

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of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by Law, (a) no waiver that may be given by a party will be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

5.7 Expenses. Each party will bear its respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the transactions contemplated hereby, including all fees and expenses of its Representatives.

5.8 Assignments, Successors and No Third Party Rights. Except as permitted under Section 1.1 of this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any other purported assignment without written consent of the other party shall be void and of no effect. Subject to the foregoing, this Agreement will apply to, be binding in all respects upon and inure to the sole benefit of the successors and permitted assigns of the parties. Except that Parent is a third-party beneficiary of the covenant of the Stockholders as set forth in Section 1.2 hereof, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties hereto any legal or equitable right, remedy or claim under or with respect to any provision of this Agreement.

5.9 [Intentionally Omitted].

5.10 Severability. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid, illegal or unenforceable, unless such a construction would be unreasonable. The parties hereto further agree to replace such invalid or unenforceable provision with a valid and enforceable provision that will achieve, to the extent possible, the economic and business purposes of such invalid or unenforceable provision; provided, that such replacement shall not result in a materially adverse impairment of the rights or obligations of either party.

5.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflict of law principles.

5.12 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS:

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(I) THIS AGREEMENT; (II) ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS AGREEMENT; (III) ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS AGREEMENT; (IV) THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT; AND (V) THE ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY FURTHER AGREES THAT THIS AGREEMENT CONSTITUTES ITS WRITTEN CONSENT THAT TRIAL BY JURY SHALL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT EACH OF THEM SHALL HAVE THE RIGHT AT ANY TIME TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

5.13 Submission to Jurisdiction; Service of Process.

(a) Each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Chancery Court, or if such court shall not have jurisdiction, any federal or other state court of the State of Delaware, for the purpose of any action or proceeding arising out of or relating to this Agreement and each of the parties hereto hereby irrevocably agrees that all claims in respect to such action or proceeding may be heard and determined exclusively in any such court. Each of the parties hereto agrees that a final judgment in any action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law.

(b) Each party to this Agreement irrevocably consents to the service of the summons and complaint and any other process in any other action or proceeding relating to this Agreement and the transactions contemplated hereby, on behalf of itself or its property, by personal delivery of copies of such process to such party. Nothing in this Section 5.13 shall affect the right of any party to serve legal process in any other manner permitted by Law.

5.14 Specific Performance. The parties hereby expressly acknowledge and agree that irreparable damage would result, no adequate remedy at law would exist and damages would be difficult to determine in the event that any provision of this Agreement is not performed in accordance with its specific terms or otherwise breached. Therefore, in addition to, and not in limitation of, any other remedy available to any party, an aggrieved party under this Agreement shall be entitled to specific performance of the terms hereof and immediate injunctive relief, without the necessity of proving the inadequacy of money damages as a remedy or the necessity of posting a bond. Such remedies, and any and all other remedies provided for in this Agreement, shall, however, be cumulative in nature and not exclusive and shall be in addition to any other remedies whatsoever which any party may otherwise have. Each party hereby further agrees that in the event of any action by the other party for specific performance or injunctive relief, it will not assert that a remedy at law or other remedy would be adequate or that specific performance or injunctive relief in respect of such breach or violation should not be available on the grounds that money damages are adequate or any other grounds.

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5.15 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

5.16 Execution of Agreement. This Agreement may be executed in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment. Any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All such counterparts shall together constitute one and the same instrument.

5.17 Interpretation.

(a) Each party hereto acknowledges that it has consulted with, or has been afforded the opportunity to consult with, counsel of its own choosing in connection with the drafting, negotiation and execution of this Agreement and that it enters into this Agreement of its own free will and as its independent act. The language used in this Agreement has been chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of either party, and neither party shall be deemed the drafter of this Agreement, and the parties all waive any statute, principle or rule of law to the contrary.

(b) In this Agreement, unless a clear contrary intention appears:

- (i) the singular number includes the plural number and vice versa and reference to any gender includes each other gender;
- (ii) reference to any Person includes such Person's predecessors, successors and assigns but only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity;
- (iii) the headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation;
- (iv) all references to "Sections" refer to the corresponding Sections of this Agreement, unless otherwise stated;
- (v) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof;
- (vi) reference to any agreement (other than the Purchase Agreement), document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (vii) reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any rules or regulations promulgated thereunder;

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(viii) references to documents, instruments or agreements (including this Agreement but not the Purchase Agreement) shall be deemed to refer as well to all addenda, exhibits or schedules thereto;

(ix) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding the word "including";

(x) where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner;

(xi) "or" is used in the inclusive sense of "and/or";

(xii) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(xiii) references to amounts of money expressed in dollars are references to United States dollars, unless express reference is made to currency of another country.

5.18 Further Assurances. The parties to this Agreement agree to cooperate and to execute and deliver such instruments and take such further actions as any other party to this Agreement may, from time to time, reasonably request in order to effectuate the purposes and to carry out the terms of this Agreement.

[Signatures on the Following Page]

IN WITNESS WHEREOF, Buyer and the Stockholders have caused this Agreement to be duly executed as of the day and year first above written.

Discover Bank

By: /s/ Christina Favilla

Name: Christina Favilla

Title: President

Stockholders

By: /s/ Douglas R. Lebda

Douglas R. Lebda

The Douglas R. Lebda Family Trust

By: /s/ David Rich

David Rich, as trustee

[Signature Page to Voting and Support Agreement]

Exhibit A

Other Securities Beneficially Owned

Douglas R. Lebda: Options to purchase up to 746,816 shares of Parent Common Stock.

David Rich, as trustee of the Douglas R. Lebda Family Trust: None.
