

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT PURSUANT  
TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of report (Date of earliest event reported) **December 15, 2022**

**Impac Mortgage Holdings, Inc.**

(Exact Name of Registrant as Specified in Its Charter)

**Maryland**

(State or Other Jurisdiction of Incorporation)

**1-14100**

(Commission File Number)

**33-0675505**

(IRS Employer Identification No.)

**19500 Jamboree Road, Irvine, California**

(Address of Principal Executive Offices)

**92612**

(Zip Code)

**(949) 475-3600**

(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
Common Stock, \$0.01 par value	IMH	NYSE American
Preferred Stock Purchase Rights	IMH	NYSE American

## Item 1.02 Termination of Material Definitive Agreement

On December 15, 2022, Impac Funding Corporation, a California corporation (“IFC”) and a wholly-owned subsidiary of Impac Mortgage Holdings, Inc., a Maryland corporation (the “Company”), and Jacaranda Holdings, LLC (the “Landlord”), entered into a Lease Termination Agreement (the “Termination Agreement”) relating to the lease (the “Lease”) for the Company’s primary executive, administrative and operations offices located at 19500 Jamboree Road, Irvine, California (the “Premises”). The Lease, as amended, was originally entered into in March 2005, and the Premises currently consists of approximately 120,000 sq. ft. IFC entered into the Termination Agreement as part of the Company’s previously announced goal to reduce business expenses to align with lower projected mortgage originations for the foreseeable future.

Pursuant to the Termination Agreement, IFC and Landlord have agreed to terminate the Lease on January 31, 2023, in lieu of the Lease’s original expiration date of September 30, 2024. In accordance with the terms of the Termination Agreement, on December 16, 2022, IFC paid to Landlord the termination consideration of \$3,000,000, among other required action items. The Company estimates that the amount of base rent, CAM charges, storage, parking and any other miscellaneous charges that would have been payable by IFC during the final twenty (20) months of the original Lease term would have been in excess of \$8,800,000. The foregoing description is qualified in its entirety by the terms of the Termination Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-k and incorporated herein by reference.

The Company recently entered into a new sub-sublease agreement, which is subject to consent/approval, for approximately 18,900 sq. ft. of executive, administrative and operations workspace (“New Lease”). Such New Lease’s term, if finalized, would end July 31, 2025, and the total gross base rent and CAM charges during the entire term would total approximately \$800,000.

## Item 2.04 Triggering Events that Accelerate or Increase a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement.

The information set forth under Item 1.02 is incorporated herein by reference.

## Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On December 16, 2022, the Company filed Articles Supplementary (the “Articles Supplementary”) with the State Department of Assessments and Taxation of Maryland to reclassify and designate all authorized shares of the Company’s 9.375% Series B Cumulative Redeemable Preferred Stock, par value \$0.01 per share, and all of the authorized shares of the Company’s 9.125% Series C Cumulative Redeemable Preferred Stock, par value \$0.01 per share, none of which are currently outstanding, as additional shares of the Company’s preferred stock, \$0.01 par value per share (the “Preferred Stock”), without further designation as to class or series. The Articles Supplementary became effective upon filing on December 16, 2022. Following this reclassification, the Company is authorized to issue pursuant to its charter an aggregate of 165,000,000 shares of common stock, par value \$0.01 per share, and 45,000,000 shares of Preferred Stock, of which 2,500,000 shares are designated as Series A-1 Junior Participating Preferred Stock, par value \$0.01 per share, and 35,000,000 shares are designated as 8.25% Series D Cumulative Redeemable Preferred Stock, par value \$0.01 per share. The foregoing description does not purport to be complete and is qualified in its entirety by reference to the full text of the Articles Supplementary, which is filed as Exhibit 3.1 to this Current Report on Form 8-K and incorporated herein by reference.

## Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">3.1</a>	<a href="#">Articles Supplementary to Company’s Charter reclassifying and designating all authorized shares of the Company’s 9.375% Series B Cumulative Redeemable Preferred Stock, par value \$0.01 per share, and 9.125% Series C Cumulative Redeemable Preferred Stock, par value \$0.01 per share as additional shares of the Company’s Preferred Stock.</a>
<a href="#">10.1</a>	<a href="#">Lease Termination Agreement, dated December 15, 2022, by and between Impac Funding Corporation and Jacaranda Holdings, LLC.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

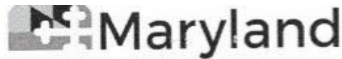
Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**IMPAC MORTGAGE HOLDINGS, INC.**

Date: December 21, 2022

By: /s/ Joseph Joffrion  
Name: Joseph Joffrion  
Title: General Counsel

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DEPARTMENT OF  
ASSESSMENTS AND TAXATION

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Michael L. Higgs, Jr., Director

Exhibit 3.1

Date: 12/16/2022

VENABLE LLP  
SUITE 900  
750 E PRATT ST  
BALTIMORE MD 21202-3142

THIS LETTER IS TO CONFIRM ACCEPTANCE OF THE FOLLOWING FILING:

ENTITY NAME : IMPAC MORTGAGE HOLDINGS, INC.  
DEPARTMENT ID : D04216743  
TYPE OF REQUEST : ARTICLES SUPPLEMENTARY  
DATE FILED : 12-16-2022  
TIME FILED : 11:20 AM  
RECORDING FEE : \$100.00  
EXPEDITED FEE : \$445.00  
COPY FEE : \$23.00  
FILING NUMBER : 1000362013873817  
CUSTOMER ID : 0003927993  
WORK ORDER NUMBER : 0005144568

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT  
IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK  
ORDER NUMBER ON ANY INQUIRIES.

Charter Division  
Baltimore Metro Area (410) 767-1350  
Outside Metro Area (888) 246-5941

301 West Preston Street-Room 801-Baltimore, Maryland 21201-2395  
Telephone (410)767-4950 / Toll free in Maryland (888)246-5941  
MRS (Maryland Relay Service) (800)735-2258 TTY/Voice  
Website: [www.dat.maryland.gov](http://www.dat.maryland.gov)

0013178059

CACCPPT

ENTITY TYPE: ORDINARY BUSINESS - STOCK  
STOCK: Y  
CLOSE: N  
EFFECTIVE DATE: 12-16-2022  
PRINCIPAL OFFICE: 11 EAST CHASE STREET  
BALTIMORE MD 21202  
RESIDENT AGENT: THE CORPORATION TRUST INCORPORATED  
2405 YORK ROAD  
SUITE 201  
LUTHERVILLE TIMONIUM MD 21093-2264

**IMPAC MORTGAGE HOLDINGS, INC.**

**ARTICLES SUPPLEMENTARY**

Impac Mortgage Holdings, Inc., a Maryland corporation (the "Corporation"), hereby certifies to the State Department of Assessments and Taxation of Maryland that:

FIRST: Pursuant to the charter of the Corporation (the "Charter"), the Corporation was previously authorized to issue 2,000,000 shares of the Company's 9.375% Series B Cumulative Redeemable Preferred Stock, par value \$0.01 per share (the "Series B Preferred Stock"), and 5,500,000 shares of the Company's 9.125% Series C Cumulative Redeemable Preferred Stock, par value \$0.01 per share (the "Series C Preferred Stock"), none of which are currently outstanding. Under a power contained in Section 6.3 of the Charter, the Board of Directors of the Corporation (the "Board"), by duly adopted resolutions, reclassified and designated all of the authorized shares of Series B Preferred Stock and all of the authorized shares of Series C Preferred Stock, none of which are currently outstanding, as additional shares of the Corporation's preferred stock, \$0.01 par value per share, without further designation as to class or series (the "Preferred Stock"), having the preferences, conversion and other rights, voting powers, restrictions, limitations as to dividends and other distributions, qualifications, and terms and conditions of redemption of the Preferred Stock as set forth in the Charter.

SECOND: The foregoing shares of Preferred Stock have been reclassified and designated by the Board under the authority contained in the Charter. After giving effect to such reclassification and designation of Preferred Stock as set forth herein, the Corporation has authority to issue 165,000,000 shares of common stock, \$0.01 par value per share, and 45,000,000 shares of Preferred Stock (of which 2,500,000 shares are designated as Series A-1 Junior Participating Preferred Stock, par value \$0.01 per share, and 35,000,000 shares are designated as 8.25% Series D Cumulative Redeemable Preferred Stock, par value \$0.01 per share). There has been no increase in the authorized shares of stock of the Corporation effected by these Articles Supplementary.

THIRD: These Articles Supplementary have been approved by the Board in the manner and by the vote required by law.

FOURTH: The undersigned officer of the Corporation acknowledges these Articles Supplementary to be the corporate act of the Corporation and, as to all matters or facts required to be verified under oath, the undersigned officer acknowledges that, to the best of his or her knowledge, information and belief, these matters and facts are true in all material respects and that this statement is made under the penalties of perjury.

[SIGNATURE PAGE FOLLOWS]

DEC 16 2022

**STATE OF MARYLAND**

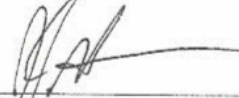
I hereby certify that this is a true and complete copy of the 3  
page document on file in this office. DATED: 12/16/2022  
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION:


BY: Dominic Sinclair, Custodian  
This stamp replaces our previous certification system. Effective: 6/95

IN WITNESS WHEREOF, the Corporation has caused these Articles Supplementary to be executed in its name and on its behalf by the undersigned Senior Vice President and attested by its Secretary this 14th day of December, 2022.

ATTEST:

IMPAC MORTGAGE HOLDINGS, INC.

  
\_\_\_\_\_  
Name: Justin Moio  
Title: Secretary

By:   
\_\_\_\_\_  
Name: Joe Griffin  
Title: Senior Vice President

DEC 16 2022

# CORPORATE CHARTER APPROVAL SHEET

**\*\* EXPEDITED SERVICE \*\***

**\*\* KEEP WITH DOCUMENT \*\***

DOCUMENT CODE 16 BUSINESS CODE 03  
# D04216743



1000362013873817

Close \_\_\_\_\_ Stock \_\_\_\_\_ Nonstock \_\_\_\_\_

P.A. \_\_\_\_\_ Religious \_\_\_\_\_

Merging (Transferor) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Surviving (Transferee) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ID # D04216743 ACK # 1000362013873817  
PAGES: 0003  
IMPAC MORTGAGE HOLDINGS, INC.

12/16/2022 AT 11:20 A WO # 0005144568

New Name \_\_\_\_\_

\_\_\_\_\_

### FEES REMITTED

Base Fee: 100  
Org. & Cap. Fee: \_\_\_\_\_  
Expedite Fee: 445  
Penalty: \_\_\_\_\_  
State Recordation Tax: \_\_\_\_\_  
State Transfer Tax: \_\_\_\_\_  
Certified Copies: \_\_\_\_\_  
Copy Fee: 23  
Certificates: \_\_\_\_\_  
Certificate of Status Fee: \_\_\_\_\_  
Personal Property Filings: \_\_\_\_\_  
Mail Processing Fee: \_\_\_\_\_  
Other: \_\_\_\_\_

TOTAL FEES: 568

Credit Card \_\_\_\_\_ Check  Cash \_\_\_\_\_

\_\_\_\_\_ Documents on \_\_\_\_\_ Checks

Approved By: 15

Keyed By: \_\_\_\_\_

COMMENT(S):

\_\_\_\_\_ Change of Name  
\_\_\_\_\_ Change of Principle Office  
\_\_\_\_\_ Change of Resident Agent  
\_\_\_\_\_ Change of Resident Agent Address  
\_\_\_\_\_ Resignation of Resident Agent  
\_\_\_\_\_ Designation of Resident Agent  
and Resident Agent's Address  
\_\_\_\_\_ Change of Business Code

\_\_\_\_\_ Adoption of Assumed Name

\_\_\_\_\_ Other Change(s)

Code 003

Attention: \_\_\_\_\_

Mail: Names and Address

VENABLE LLP  
SUITE 900  
750 E PRATT ST  
BALTIMORE MD 21202-3142

CUST ID: 0003927993  
WORK ORDER: 0005144568  
DATE: 12-16-2022 11:20 AM  
AMT. PAID: \$568.00



**LEASE TERMINATION AGREEMENT**

This LEASE TERMINATION AGREEMENT (this "Agreement") is entered into as of December 15, 2022, by and between IMPAC FUNDING CORPORATION, a California corporation ("Tenant") and JACARANDA HOLDINGS, LLC, a California limited liability company ("Landlord").

**RECITALS**

A. Landlord and Tenant are parties to that certain Office Lease (Building II) dated March 1, 2005, as amended by letter agreements dated March 31, 2006, August 18, 2006, September 18, 2006 and October 10, 2006, by Amendment to Office Lease dated as of September 1, 2015, by letter agreements dated January 11, 2016, January 25, 2016, and April 1, 2016, and by Second Amendment to Office Lease entered into in October 2016, the related guaranty by Impac Mortgage Holdings, Inc., and the Storage Space Lease dated June 1, 2018 (collectively, the "Lease"). Pursuant to the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, certain premises consisting of the first, second, fourth, and seventh floors of the building located at 19500 Jamboree Road, in the City of Irvine, State of California, as more particularly described in the Lease (the "Premises").

B. Tenant desires to surrender to Landlord all of Tenant's right, title and interest in and to the Premises and the Lease, and to terminate the Lease, and Landlord desires to accept said surrender and to terminate the Lease, all on and subject to the terms and conditions of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Early Termination of Lease.** On January 31, 2023 (the "Early Termination Date"), Tenant shall surrender to Landlord all of Tenant's right, title and interest in and to the Lease and any rights of occupancy or possession with respect to the Premises and the Lease shall terminate and be deemed terminated on the Early Termination date. Tenant shall pay, in accordance with Section 3 below, Base Rent and Tenant's Share of Direct Expenses for the entire Premises, and shall timely perform all of its other obligations under the Lease, through and including the Early Termination Date. Upon the Early Termination Date, Landlord and Tenant shall have no further rights, duties, or obligations to one another under or in connection with the Premises or Lease, except for (a) those obligations of Landlord and Tenant under this Agreement, (b) those obligations of Tenant under the Lease with respect to hazardous materials which expressly survive the expiration or earlier termination of the Lease, and (c) those indemnification obligations of Tenant or Landlord, respectively, which in accordance with the terms of the Lease expressly survive its expiration or earlier termination (and are not otherwise expressly released hereunder). The obligations set forth in (a), (b), and (c) of this Paragraph 1 are collectively referred to herein as the "Surviving Obligations". For avoidance of doubt, the parties agree that there will be no (and the Surviving Obligations shall not include) further reconciliation of estimated Direct Expenses under the Lease against actual Direct Expenses (or payment or reimbursement of underpayments or overpayments by either Landlord or Tenant), whether for calendar year 2022 or any other year.

2. **Condition of Premises; Improvements and Alterations.** Upon the Early Termination Date, Tenant shall surrender the Premises (and all keys and related items) to Landlord, in each case free of occupants and with all of Tenant's (and any subtenant's) furniture and other items of personal property removed, and otherwise in the surrender condition required by the Lease. Failure to do so shall be deemed a breach of this Agreement and a holdover under the Lease. Tenant hereby assigns, transfers, and quitclaims to Landlord all of Tenant's right, title, and interest in and to all alterations and improvements located in or serving

the Premises (which alterations and improvements Tenant shall abandon in place upon surrender of possession of the Premises to Landlord) and all certificates, permits, licenses and warranties relating to or affecting the use or occupancy of the Premises.

3. Relinquishment of Security Deposit; Termination Consideration; Final Rent Payment Generator. As a material consideration for Landlord entering into this Agreement, (i) the existing \$250,000 Security Deposit under the Lease shall be forfeited and retained by Landlord, (ii) within one (1) business day following full execution and delivery of this Agreement, Tenant shall pay to Landlord the amount of Three Million Dollars (\$3,000,000) (the "Termination Consideration"), together with the Base Rent and Tenant's Share of Direct Expenses due under the Lease for December 2022 and January 2023, a total of Eight Hundred Sixty-Four Thousand Five Hundred Thirty-Six Dollars and 96/100 Cents (\$864,536.96) (the "Final Rent Payment"), and (iii) on or before January 31, 2023, Tenant shall transfer title to the generator and related facilities currently serving the Premises (including any warranties and operating manuals) to Landlord (collectively, the "Generator"). The Termination Consideration and the Final Rent Payment shall be paid by wire transfer, as directed by Landlord, in immediately available funds. At Landlord's request, Tenant shall execute a bill of sale in favor of Landlord for the Generator (without representation or warranty except as to title) in a commercially reasonable form.

4. Signage. From and after the Early Termination Date, Tenant relinquishes to Landlord all of Tenant's building top signage rights, lobby signage rights, and directory signage rights. Tenant shall remove all of its signage at the Building on or before January 31, 2023, and shall repair any damage resulting therefrom (including repair/repainting of the Building top façade as necessary to match the rest of the Building top). If Tenant fails to do so, Landlord may, in addition to its other rights and remedies, remove such signage and make such repairs on Tenant's behalf, in which event Tenant shall reimburse Landlord, within ten (10) days after Landlord's statement or invoice therefor, the cost thereof plus a 10% administrative fee.

5. Releases.

(a) By Tenant. Except with respect to any Surviving Obligations of Landlord, effective on the Early Termination Date as to the Premises other than the Subleased Portion, and effective on the Sublease Termination Date as to the Subleased Portion, Tenant, on behalf of itself and its predecessors, successors, affiliates and assigns, and all other persons, firms and corporations claiming through Tenant, and each of them (collectively, the "Tenant Releasing Parties"), does hereby release Landlord and its predecessors, successors, affiliates, agents, property managers, and assigns, and its and their respective partners, officers, shareholders, agents, contractors, representatives, members, employees and attorneys (collectively, the "Landlord Released Parties"), of and from any and all claims, demands, disputes, damages, liabilities, obligations, controversies, debts, costs, expenses, lawsuits, actions, causes of action and other rights to relief, both legal and equitable, of every kind and nature, whether now known or unknown, suspected or unsuspected, past or present, contingent or fixed, which the Tenant Releasing Parties, or any of them, now have, had, or at any time hereafter may have, against the Landlord Released Parties, or any of them, arising out of or in connection with the Lease, the Premises, or any dealings with the Landlord Released Parties, or any of them, including, without limitation, any and all claims previously made by Tenant or its counsel relating to the Lease or any of the Landlord Released Parties. In this regard, Tenant, on behalf of the Tenant Releasing Parties, waives all rights it has or may hereafter have that any claim, demand, obligation or cause of action has, through ignorance, oversight or error, been omitted from the terms of this paragraph, and expressly waives all rights it may have, or claim to have, under the provisions of California Civil Code Section 1542, or equivalent law of any jurisdiction, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO  
CLAIMS THAT THE CREDITOR OR RELEASING  
PARTY DOES NOT KNOW OR SUSPECT TO EXIST

IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

It is understood by Tenant that if the facts or law with respect to which the foregoing release is given hereafter turn out to be other than or different from the facts or law in that connection not known to be or believed by Tenant to be true, then Tenant hereto expressly assumes the risk of the facts or law turning out to be so different, and agrees that the foregoing release shall be in all respects effective and not subject to termination or rescission based upon such differences in facts or law.

(b) By Landlord. Except with respect to any Surviving Obligations of Tenant, effective on the Early Termination Date as to the Premises other than the Subleased Portion, and effective on the Sublease Termination Date as to the Subleased Portion, Landlord, on behalf of itself and its predecessors, successors, affiliates and assigns, and all other persons, firms and corporations claiming through Landlord, and each of them (collectively, the "**Landlord Releasing Parties**"), does hereby release Tenant and its predecessors, successors, affiliates and assigns, and their respective partners, directors, officers, shareholders, agents, contractors, representatives, members, employees, attorneys and guarantors (collectively, the "**Tenant Released Parties**"), of and from any and all claims, demands, disputes, damages, liabilities, obligations, controversies, debts, costs, expenses, lawsuits, actions, causes of action and other rights to relief, both legal and equitable, of every kind and nature, whether now known or unknown, suspected or unsuspected, past or present, contingent or fixed, which the Landlord Releasing Parties, or any of them, now have, had, or at any time hereafter may have, against the Tenant Released Parties, or any of them, arising out of or in connection with the Lease, the Premises, the guaranty of Lease or any dealings with the Tenant Released Parties, or any of them; provided however, that the release granted in this Section 5(b) shall be subject to the provisions of Sections 6 and 7 of this Agreement. In this regard, Landlord, on behalf of the Landlord Releasing Parties, waives all rights it has or may hereafter have that any claim, demand, obligation or cause of action has, through ignorance, oversight or error, been omitted from the terms of this paragraph, and expressly waives all rights it may have, or claim to have, under the provisions of California Civil Code Section 1542, or equivalent law of any jurisdiction, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT IF KNOWN, BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

It is understood by Landlord that if the facts or law with respect to which the foregoing conditional release is given hereafter turn out to be other than or different from the facts or law in that connection not known to be or believed by Landlord to be true, then Landlord hereto expressly assumes the risk of the facts or law turning out to be so different, and agrees that the foregoing conditional release shall be in all respects effective and not subject to termination or rescission based upon such differences in facts or law.

6. Bankruptcy Event. The parties agree (and Tenant acknowledges Landlord's express reliance thereon) that upon (i) Tenant filing a voluntary petition or becoming the subject of an involuntary petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under an present or future federal, state or foreign act or law relating to bankruptcy or insolvency,

including without limitation, Chapters 7 and 11 of the United States Bankruptcy Code (collectively and each individually, a "Bankruptcy Event"), and (ii) the initiation in any such proceeding of an action to avoid or recover the payments made to Landlord under this Agreement (including, without limitation, the Termination Consideration) pursuant to the provisions of Chapter 5 of the Bankruptcy Code or any similar state or foreign law, the release set forth in Section 5(b) above, at Landlord's election, shall be null and void and Landlord shall retain any and all claims that may exist under the Lease or otherwise against Tenant and the Tenant Released Parties.

7. Representations and Warranties by Tenant. Tenant hereby makes the following representations and warranties to Landlord (all of which representations and warranties shall survive the mutual execution and delivery of this Agreement):

(a) Tenant has the full power, authority and legal right to enter into and to perform and observe the provisions of this Agreement without the authorization and consent of any other party or entity.

(b) Tenant has not assigned, sublet (except as hereinabove described), transferred or conveyed, and agrees not to assign, sublet, transfer or convey its interest in the Premises, the Lease or any claims or potential claims it may have against Landlord or any of the Landlord Released Parties.

(c) Tenant has relied on the legal advice of its attorneys, who are attorneys of its own choice, and that the terms of this Agreement have been completely read and explained to them by its respective attorneys, and that those terms are fully understood and voluntarily accepted.

(d) Tenant is not acting under any misapprehension as to the effect of this Agreement, and is acting freely and voluntarily and not under any coercion or duress, and Tenant believes that the consideration given by each party for this Agreement represents reasonably equivalent value.

(f) Tenant believes that the completion of this Agreement will enhance Tenant's overall financial position and Tenant has proffered and requested this Agreement to improve its financial position.

8. Representations and Warranties by Landlord. Landlord hereby makes the following representations and warranties to Tenant (all of which representations and warranties shall survive the mutual execution and delivery of this Agreement):

(a) Landlord has the full power, authority and legal right to enter into and to perform and observe the provisions of this Agreement without the authorization and consent of any other party or entity.

(b) Landlord has not assigned, transferred or conveyed any claims or potential claims it may have against Tenant or any of the Tenant Released Parties.

(c) It has relied on the legal advice of its attorneys, who are attorneys of its own choice, and that the terms of this Agreement have been completely read and explained to them by its respective attorneys, and that those terms are fully understood and voluntarily accepted.

(d) Landlord is not acting under any misapprehension as to the effect of this Agreement, and is acting freely and voluntarily and not under any coercion or duress, and Landlord believes that the consideration given by each party for this Agreement represents reasonably equivalent value.

9. Attorneys' Fees. In the event either party shall commence an action to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to receive from the other party, in addition to damages, equitable or other relief, and all reasonable costs and expenses incurred, including reasonable attorneys' fees and court costs and the fees and costs of expert witnesses, and fees incurred to enforce any judgment obtained. This provision with respect to attorneys' fees incurred to enforce a judgment shall be severable from all other provisions of this Agreement, shall survive any judgment, and shall not be deemed merged into the judgment.

10. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

(b) Further Assurances. Each of the parties hereto agrees to execute and deliver all such further documents and to take all such further actions as may be reasonably requested by the other party hereto to effectuate fully the terms and provisions of this Agreement, provided such documents or actions do not limit, reduce or impair the rights of the party upon whom such request is made.

(c) No Admission of Liability. This Agreement is entered into for the purpose of settlement and resolution of disputes and controversies only and nothing herein shall be deemed to imply, constitute or be construed as an admission of liability or wrongdoing on the part of any party.

(d) Binding Agreement: Full Force and Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto. Except as modified herein, the Lease remains in full force and effect.

(e) Nondisclosure of Agreement Terms. Landlord and Tenant acknowledge that the content of this Agreement, and any related documents are confidential information. Except to the extent disclosure is required by law, Landlord and Tenant shall each keep such confidential information strictly confidential and shall not disclose such confidential information to any person or entity other than to its respective financial and legal consultants, provided, however, that Tenant may disclose the terms pursuant to legal requirement.

(f) Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee regarding the subject matter hereof, and supersedes any and all prior and/or contemporaneous oral or written negotiations, agreements or understandings.

(g) Counterparts: Facsimile/PDF. This Agreement may be executed in any number of counterparts each of which shall be deemed an original and all of which shall constitute one and the same Agreement with the same effect as if all parties had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement and re-attached to any other counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. This Agreement may be executed and delivered electronically, by DocuSign, PDF, Adobe Acrobat, or similar readable format. The parties hereto also unequivocally agree that electronic signatures by the parties to this Agreement shall be accorded legal effect and that the parties hereby have agreed to conduct the transaction of this Agreement electronically.

[Signature page follows]

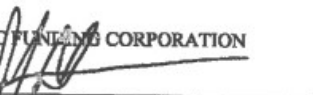
IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

LANDLORD:

JACARANDA HOLDINGS, LLC

By:   
Lance Lenhart  
Its: Manager

IMPACT FUNDING CORPORATION

By:   
Printed Name: Justin Mares  
Its: Secretary

By:   
Printed Name: Joseph Jefferson  
Its: J.P. General Counsel

\*NOTE:

Because Tenant is a California corporation, then one of the following alternative requirements must be satisfied:

(A) This Lease must be signed by two (2) officers of such corporation: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must identify the two (2) capacities.

(B) If the requirements of (A) above are not satisfied, then Tenant shall deliver to Landlord evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Lease.

Signature Page

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