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

FORM 10-Q

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

For the quarterly period ended March 31, 2018

or

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

For the transition period from to .

Commission File Number: 1-14100

IMPAC MORTGAGE HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Maryland (State or other jurisdiction of incorporation or organization)	**33-0675505** (I.R.S. Employer Identification No.)

19500 Jamboree Road, Irvine, California 92612
(Address of principal executive offices)

(949) 475-3600
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐	Accelerated filer ☒
Non-accelerated filer ☐(Do not check if a smaller reporting company)	Smaller reporting company ☐
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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Exchange Act Rule 12b-2) Yes ☐ No ☒

There were 20,953,756 shares of common stock outstanding as of May 7, 2018.

IMPAC MORTGAGE HOLDINGS, INC. AND SUBSIDIARIES
FORM 10-Q QUARTERLY REPORT

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PART I. FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

IMPAC MORTGAGE HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(in thousands, except share data)

	March 31, 2018	December 31, 2017
ASSETS	**(Unaudited)**	
Cash and cash equivalents	$ 29,485	$ 33,223
Restricted cash	5,704	5,876
Mortgage loans held-for-sale	655,506	568,781
Finance receivables	26,989	41,777
Mortgage servicing rights	174,067	154,405
Securitized mortgage trust assets	3,524,053	3,670,550
Goodwill	104,587	104,587
Intangible assets, net	20,532	21,582
Loans eligible for repurchase from Ginnie Mae	54,632	47,697
Other assets	27,379	33,222
Total assets	$ 4,622,934	$ 4,681,700
LIABILITIES		
Warehouse borrowings	$ 650,342	$ 575,363
MSR financings	45,000	35,133
Convertible notes, net	24,977	24,974
Long-term debt	45,337	44,982
Securitized mortgage trust liabilities	3,508,477	3,653,265
Liability for loans eligible for repurchase from Ginnie Mae	54,632	47,697
Contingent consideration	—	554
Other liabilities	33,970	34,585
Total liabilities	4,362,735	4,416,553
Commitments and contingencies (See Note 10)		
STOCKHOLDERS' EQUITY		
Series A-1 junior participating preferred stock, $0.01 par value; 2,500,000 shares authorized; none issued or outstanding	—	—
Series B 9.375% redeemable preferred stock, $0.01 par value; liquidation value $16,640; 2,000,000 shares authorized, 665,592 noncumulative shares issued and outstanding as of March 31, 2018 and December 31, 2017	7	7
Series C 9.125% redeemable preferred stock, $0.01 par value; liquidation value $35,127; 5,500,000 shares authorized; 1,405,086 noncumulative shares issued and outstanding as of March 31, 2018 and December 31, 2017	14	14
Common stock, $0.01 par value; 200,000,000 shares authorized; 20,952,679 and 20,949,679 shares issued and outstanding as of March 31, 2018 and December 31, 2017, respectively	210	209
Additional paid-in capital	1,234,149	1,233,704
Accumulated other comprehensive earnings, net of tax	25,578	—
Net accumulated deficit:		
Cumulative dividends declared	(822,520)	(822,520)
Retained deficit	(177,239)	(146,267)
Net accumulated deficit	(999,759)	(968,787)
Total stockholders' equity	260,199	265,147
Total liabilities and stockholders' equity	$ 4,622,934	$ 4,681,700

See accompanying notes to unaudited consolidated financial statements

IMPAC MORTGAGE HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE EARNINGS
(in thousands, except per share data)
(Unaudited)

	For the Three Months Ended March 31, 2018	For the Three Months Ended March 31, 2017
Revenues:		
Gain on sale of loans, net	$ 21,482	$ 37,319
Servicing fees, net	9,463	7,320
Gain (loss) on mortgage servicing rights, net	7,705	(977)
Real estate services fees, net	1,385	1,633
Other	90	47
Total revenues	40,125	45,342
Expenses:		
Personnel expense	17,742	24,919
Business promotion	9,731	10,231
General, administrative and other	8,275	8,023
Accretion of contingent consideration	—	845
Change in fair value of contingent consideration	—	539
Total expenses	35,748	44,557
Operating income	4,377	785
Other income (expense):		
Interest income	50,150	61,584
Interest expense	(49,130)	(61,138)
Change in fair value of long-term debt	1,224	(2,497)
Change in fair value of net trust assets, including trust REO gains	(2,138)	6,319
Total other income	106	4,268
Earnings before income taxes	4,483	5,053
Income tax expense	610	426
Net earnings	$ 3,873	$ 4,627
Other comprehensive earnings:		
Change in fair value of instrument specific credit risk	$ (1,440)	$ —
Total comprehensive earnings	$ 2,433	$ 4,627
Earnings per common share:		
Basic	$ 0.18	$ 0.29
Diluted	0.18	0.29

See accompanying notes to unaudited consolidated financial statements

IMPAC MORTGAGE HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
(in thousands, except share amounts)
(Unaudited)

	Preferred Shares Outstanding	Preferred Stock	Common Shares Outstanding	Common Stock	Additional Paid-In Capital	Cumulative Dividends Declared	Retained Deficit	Accumulated Other Comprehensive Earnings	Total Stockholders' Equity
Balance, December 31, 2017	2,070,678	$ 21	20,949,679	$ 209	$ 1,233,704	$ (822,520)	$ (146,267)	$ —	$ 265,147
Proceeds and tax benefit from exercise of stock options	—	—	3,000	1	15	—	—	—	16
Stock based compensation	—	—	—	—	430	—	—	—	430
Reclassification related to adoption of ASU 2016-01	—	—	—	—	—	—	(27,018)	27,018	—
Adjustment related to adoption of ASU 2016-16	—	—	—	—	—	—	(7,827)	—	(7,827)
Other comprehensive earnings	—	—	—	—	—	—	—	(1,440)	(1,440)
Net earnings	—	—	—	—	—	—	3,873	—	3,873
Balance, March 31, 2018	2,070,678	$ 21	20,952,679	$ 210	$ 1,234,149	$ (822,520)	$ (177,239)	$ 25,578	$ 260,199

See accompanying notes to unaudited consolidated financial statements

IMPAC MORTGAGE HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(Unaudited)

	For the Three Months Ended March 31, 2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net earnings	$ 3,873	$ 4,627
Loss on sale of mortgage servicing rights	—	414
Change in fair value of mortgage servicing rights	(9,180)	1,122
Gain on sale of mortgage loans	(28,851)	(31,595)
Change in fair value of mortgage loans held-for-sale	4,891	(5,203)
Change in fair value of derivatives lending, net	1,815	(79)
Provision (recovery) for repurchases	378	(1,666)
Origination of mortgage loans held-for-sale	(1,320,128)	(1,580,019)
Sale and principal reduction on mortgage loans held-for-sale	1,246,881	1,558,851
Gains from REO	(2,193)	(1,533)
Change in fair value of net trust assets, excluding REO	4,331	(4,786)
Change in fair value of long-term debt	(1,224)	2,497
Accretion of interest income and expense	14,531	25,550
Amortization of intangible and other assets	1,193	1,192
Accretion of contingent consideration	—	845
Change in fair value of contingent consideration	—	539
Amortization of debt issuance costs and discount on note payable	21	100
Stock-based compensation	430	500
Impairment of deferred charge	—	276
Excess tax benefit from share based compensation	—	12
Net change in other assets	(3,833)	2,046
Net change in other liabilities	(949)	(15,871)
Net cash used in operating activities	(88,014)	(42,181)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Net change in securitized mortgage collateral	116,205	182,824
Proceeds from the sale of mortgage servicing rights	—	481
Finance receivable advances to customers	(165,668)	(183,613)
Repayments of finance receivables	180,456	208,994
Purchase of premises and equipment	(109)	(291)
Proceeds from the sale of REO	5,418	6,859
Net cash provided by investing activities	136,302	215,254
CASH FLOWS FROM FINANCING ACTIVITIES:		
Repayment of MSR financing	(25,133)	—
Borrowings under MSR financing	35,000	35,133
Repayment of warehouse borrowings	(1,204,301)	(1,498,519)
Borrowings under warehouse agreements	1,279,280	1,519,778
Repayment of term financing	—	(30,000)
Payment of acquisition related contingent consideration	(554)	(7,958)
Repayment of securitized mortgage borrowings	(136,444)	(211,895)
Principal payments on capital lease	(59)	(101)
Debt issuance costs	—	(100)
Tax payments on stock based compensation awards	(3)	(21)
Proceeds from exercise of stock options	16	30
Net cash used in financing activities	(52,198)	(193,653)
Net change in cash, cash equivalents and restricted cash	(3,910)	(20,580)
Cash, cash equivalents and restricted cash at beginning of period	39,099	46,067
Cash, cash equivalents and restricted cash at end of period	$ 35,189	$ 25,487
NON-CASH TRANSACTIONS:		
Transfer of securitized mortgage collateral to real estate owned	$ 4,835	$ 2,267
Mortgage servicing rights retained from loan sales and issuance of mortgage backed securities	10,482	12,066

See accompanying notes to unaudited consolidated financial statements

IMPAC MORTGAGE HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO UNAUDITED CONSOLIDATED FINANCIAL STATEMENTS
(dollars in thousands, except share and per share data or as otherwise indicated)

Note 1.—Summary of Business and Financial Statement Presentation

Business Summary

Impac Mortgage Holdings, Inc. (the Company or IMH) is a Maryland corporation incorporated in August 1995 and has the following direct and indirect wholly-owned subsidiaries: Integrated Real Estate Service Corporation (IRES), Impac Mortgage Corp. (IMC), IMH Assets Corp. (IMH Assets) and Impac Funding Corporation (IFC).

The Company's operations include the mortgage lending operations and real estate services conducted by IRES and IMC and the long-term mortgage portfolio (residual interests in securitizations reflected as net trust assets and liabilities in the consolidated balance sheets) conducted by IMH. IMC's mortgage lending operations include the activities of CashCall Mortgage (CCM).

Financial Statement Presentation

The accompanying unaudited consolidated financial statements of IMH and its subsidiaries (as defined above) have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) for interim financial information and with the instructions to Form 10-Q and Rule 8-03 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements. In the opinion of management, all adjustments, consisting of normal recurring adjustments considered necessary for a fair presentation, have been included. Operating results for the three months ended March 31, 2018 are not necessarily indicative of the results that may be expected for the year ending December 31, 2018. These interim period condensed consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements, which are included in the Company's Annual Report on Form 10-K for the year ended December 31, 2017, filed with the United States Securities and Exchange Commission (SEC).

All significant intercompany balances and transactions have been eliminated in consolidation. In addition, certain amounts in the prior periods' consolidated financial statements have been reclassified to conform to the current period presentation.

Management has made a number of material estimates and assumptions relating to the reporting of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period to prepare these consolidated financial statements in conformity with GAAP. Additionally, other items affected by such estimates and assumptions include the valuation of trust assets and trust liabilities, contingencies, the estimated obligation of repurchase liabilities related to sold loans, the valuation of long-term debt, mortgage servicing rights, mortgage loans held-for-sale and derivative instruments, including interest rate lock commitments (IRLC). Actual results could differ from those estimates and assumptions.

Recent Accounting Pronouncements

Accounting Standards Update (ASU) No. 2014-09, 2015-04, 2016-08, 2016-10, 2016-12, 2016-20, 2017-13 and 2017-14, collectively implemented as Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC), *"Revenue from Contracts with Customers (Topic 606)"*, provides guidance for revenue recognition. This ASC's core principle requires a company to recognize revenue when it transfers promised goods or services to customers in an amount that reflects consideration to which the company expects to be entitled in exchange for those goods or services. The standard also clarifies the principal versus agent considerations, providing the evaluation must focus on whether the entity has control of the goods or services before they are transferred to the customer. The new standard permits the use of either the modified retrospective or full retrospective transition method. The Company's revenue is primarily generated from loan originations, loan servicing and real estate services. Origination revenue is comprised of fee income earned at origination of a loan, interest income earned for the period the loans are held and gain on sale on loans upon disposition of the loan. Servicing revenue is comprised of servicing fees and other ancillary fees in connection with our servicing activities. Real estate services revenue is comprised of income earned from various real estate services and support such as loss mitigation, loan modification, surveillance and disposition and monitoring services. The Company performed a review of the guidance as compared to current accounting policies and have evaluated all services rendered to customers as well as underlying contracts to determine the impact of this standard to the Company's revenue recognition process. The majority of services rendered by the Company in connection with loan originations, loan servicing and the long-term mortgage portfolio are not within the scope of FASB ASC 606. However, the Company identified real estate services revenues that were within the scope of FASB ASC 606 and the impact upon adoption was not materially different from the previous revenue recognition processes. The Company adopted this guidance on January 1, 2018, and the adoption of this ASU did not have a material impact on the Company's consolidated financial statements.

In January 2016, the FASB issued ASU 2016-01, "*Financial Instruments-Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities.*" The amendments in ASU 2016-01, among other things, requires equity investments (except those accounted for under the equity method of accounting, or those that result in consolidation of the investee) to be measured at fair value with changes in fair value recognized in net income; requires public business entities to use the exit price notion when measuring the fair value of financial instruments for disclosure purposes; requires separate presentation of financial assets and financial liabilities by measurement category and form of financial asset (i.e., securities or loans and receivables); requires separate presentation in other comprehensive income for the portion of the total change in the fair value of a liability resulting from a change in the instrument-specific credit risk when the entity has elected to measure the liability at fair value in accordance with the fair value option for financial instruments and eliminates the requirement for public business entities to disclose the method(s) and significant assumptions used to estimate the fair value that is required to be disclosed for financial instruments measured at amortized cost. The update is effective for interim and annual reporting periods beginning after December 15, 2017 on a modified retrospective basis, using a cumulative-effect adjustment to the balance sheet as of the beginning of the year adopted. The Company adopted this guidance on January 1, 2018, which resulted in a $27.0 million reclass, net of tax, between opening retained earnings and other comprehensive income (loss) within stockholders' equity.

In August 2016, the FASB issued ASU 2016-15, "*Statement of Cash Flows (Topic 230): Classification of Certain Cash Receipts and Cash Payments*." The update amends the guidance in Accounting Standards Codification 230, Statement of Cash Flows, and clarifies how entities should classify certain cash receipts and cash payments on the statement of cash flows with the objective of reducing the existing diversity in practice related to eight specific cash flow issues. In addition, in November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows (Topic 230), Restricted Cash* (ASU 2016-18). This ASU clarifies certain existing principles in FASB ASC 230, including providing additional guidance related to transfers between cash and restricted cash and how entities present, in their statement of cash flows, the cash receipts and cash payments that directly affect the restricted cash accounts. These ASUs will be effective for the Company's fiscal year beginning after December 15, 2017 and subsequent interim periods. The Company adopted this guidance retrospectively on January 1, 2018. The adoption of this ASU did not have a material impact on the consolidated financial statements.

In October 2016, the FASB issued ASU 2016-16, *"Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory."* This ASU requires entities to recognize at the transaction date the income tax consequences of intercompany asset transfers other than inventory. This ASU is effective for public business entities for annual and interim periods in fiscal years beginning after December 15, 2017. The adoption of this standard was applied on a modified retrospective basis through a cumulative-effect adjustment directly to retained earnings as of the beginning of the period of adoption. The Company adopted this guidance on January 1, 2018, which resulted in a $7.8 million cumulative effect adjustment to opening retained earnings.

In May 2017, the FASB issued ASU 2017-09, "*Compensation - Stock Compensation (Topic 718): Scope of Modification Accounting.*" The update provides guidance about which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting in Topic 718. This ASU is effective for annual reporting periods beginning after December 15, 2017. The Company adopted this guidance on January 1, 2018, and the adoption of this ASU did not have a material impact on the Company's consolidated financial statements.

In February 2018, the FASB issued ASU 2018-02, "*Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income.*" This ASU allows a reclassification from accumulated other comprehensive earnings (AOCE) to retained earnings for the stranded tax effects caused by the revaluation of deferred taxes resulting from the newly enacted corporate tax rate in the Tax Cuts and Jobs Act. The ASU is effective in years beginning after December 15, 2018, but permits early adoption in a period for which financial statements have not yet been issued. The Company does not expect the adoption of this ASU to have a material impact on its consolidated financial statements.

In February 2018, the FASB ASU 2018-03, "*Technical Corrections and Improvements to Financial Instruments—Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities*." This amendment clarifies certain aspects of the new guidance (ASU 2016-01) on recognizing and measuring financial instruments and presentation requirements for certain fair value option liabilities. ASU 2018-03 is effective for interim periods beginning after June 15, 2018 and will be effective for our 2018 annual reporting period. The standard requires entities to record a cumulative-effect adjustment to the statement of financial position at the beginning of the fiscal year in which the amendments are adopted. The Company does not expect the adoption of this ASU to have a material impact on its consolidated financial statements.

In March 2018, the FASB issued ASU 2018-05, "*Income Taxes (Topic 740) - Amendments to SEC Paragraphs Pursuant to SEC Staff Accounting Bulletin No. 118.*" This ASU codifies existing SEC guidance contained in SEC Staff Accounting Bulletin No. 118 (SAB 118), which expresses the view of the staff regarding application of existing guidance for the accounting for income taxes as it relates to the enactment of the Tax Cuts and Jobs Act (the TCJA) which was signed into law in the fourth quarter of 2017. In accordance with ASU 2018-05, the Company has recorded provisional estimates for the accounting impacts of the TCJA, deferred tax remeasurements, and other items, due to the uncertainty regarding how these provisions are to be implemented and additional anticipated forthcoming guidance. As management completes the analysis of the impacts of the TCJA, the Company may refine its current estimate and make adjustments, which will be recognized through income in the period such adjustments are identified, as required by ASU 2018-05.

Note 2.—Mortgage Loans Held-for-Sale

A summary of the unpaid principal balance (UPB) of mortgage loans held-for-sale by type is presented below:

	March 31, 2018	December 31, 2017
Government (1)	$ 179,150	$ 263,512
Conventional (2)	358,575	193,055
Other (3)	103,470	93,012
Fair value adjustment (4)	14,311	19,202
Total mortgage loans held for sale	$ 655,506	$ 568,781

(1) Includes all government-insured loans including Federal Housing Administration (FHA), Veterans Affairs (VA) and United States Department of Agriculture (USDA).
(2) Includes loans eligible for sale to Federal National Mortgage Association (Fannie Mae or FNMA) and Federal Home Loan Mortgage Corporation (Freddie Mac or FHLMC).
(3) Includes non-qualified mortgages (NonQM) and jumbo loans.
(4) Changes in fair value are included in gain on sale of loans, net in the accompanying consolidated statements of operations.

Gain on mortgage loans held-for-sale (LHFS), included in gain on sale of loans, net in the consolidated statements of operations, is comprised of the following the three months ended March 31, 2018 and 2017:

	For the Three Months Ended March 31, 2018	For the Three Months Ended March 31, 2017
Gain on sale of mortgage loans	$ 29,338	$ 38,240
Premium from servicing retained loan sales	10,482	12,066
Unrealized losses from derivative financial instruments	(2,100)	(1,145)
Realized gains from derivative financial instruments	12,045	1,125
Mark to market (loss) gain on LHFS	(4,891)	5,203
Direct origination expenses, net	(23,014)	(19,836)
Provision for repurchases	(378)	1,666
Total gain on sale of loans, net	$ 21,482	$ 37,319

Note 3.—Mortgage Servicing Rights

The Company retains mortgage servicing rights (MSRs) from its sales and securitization of certain mortgage loans or as a result of purchase transactions. MSRs are reported at fair value based on the income derived from the net projected cash flows associated with the servicing contracts. The Company receives servicing fees, less subservicing costs, on the UPB of the loans. The servicing fees are collected from the monthly payments made by the mortgagors or when the underlying real estate is foreclosed upon and liquidated. The Company may receive other remuneration from rights to various mortgagor-contracted fees, such as late charges, collateral reconveyance charges and nonsufficient fund fees, and the Company is generally entitled to retain the interest earned on funds held pending remittance (or float) related to its collection of mortgagor principal, interest, tax and insurance payments.

The following table summarizes the activity of MSRs for the three months ended March 31, 2018 and year ended December 31, 2017:

	March 31, 2018	December 31, 2017
Balance at beginning of period	$ 154,405	$ 131,537
Additions from servicing retained loan sales	10,482	56,049
Addition from purchases	—	5,618
Reductions from bulk sales (1)	—	(895)
Changes in fair value (2)	9,180	(37,904)
Fair value of MSRs at end of period	$ 174,067	$ 154,405

(1) In the first quarter of 2017, the Company sold substantially all of its NonQM MSRs.
(2) Changes in fair value are included within gain (loss) on MSRs, net in the accompanying consolidated statements of operations.

At March 31, 2018 and December 31, 2017, the outstanding principal balance of the mortgage servicing portfolio was comprised of the following:

	March 31, 2018	December 31, 2017
Government insured	$ 3,346,717	$ 2,834,680
Conventional (1)	13,403,157	13,493,463
NonQM	1,947	1,957
Total loans serviced	$ 16,751,821	$ 16,330,100

(1) At March 31, 2018 and December 31, 2017, $13.4 billion and $13.5 billion, respectively, of Fannie Mae and Freddie Mac servicing has been pledged as collateral as part of the MSR Financing (See Note 4.—Debt– MSR Financings). Pledged collateral

was approximately 79% and 81% of the fair value of MSRs in the consolidated balance sheets at March 31, 2018 and December 31, 2017, respectively.

The table below illustrates hypothetical changes in fair values of MSRs, caused by assumed immediate changes to key assumptions that are used to determine fair value. See Note 6.—Fair Value of Financial Instruments for a description of the key assumptions used to determine the fair value of MSRs.

Mortgage Servicing Rights Sensitivity Analysis	March 31, 2018	December 31, 2017
Fair value of MSRs	$ 174,067	$ 154,405
Prepayment Speed:		
Decrease in fair value from 10% adverse change	(4,418)	(5,643)
Decrease in fair value from 20% adverse change	(9,029)	(11,275)
Decrease in fair value from 30% adverse change	(13,752)	(16,807)
Discount Rate:		
Decrease in fair value from 10% adverse change	(6,449)	(5,461)
Decrease in fair value from 20% adverse change	(12,449)	(10,555)
Decrease in fair value from 30% adverse change	(18,043)	(15,316)

Sensitivities are hypothetical changes in fair value and cannot be extrapolated because the relationship of changes in assumptions to changes in fair value may not be linear. Also, the effect of a variation in a particular assumption is calculated without changing any other assumption, whereas a change in one factor may result in changes to another. Accordingly, no assurance can be given that actual results would be consistent with the results of these estimates. As a result, actual future changes in MSR values may differ significantly from those displayed above.

Gain (loss) on mortgage servicing rights, net is comprised of the following for the three months ended March 31, 2018 and 2017:

	For the Three Months Ended March 31, 2018	2017
Change in fair value of mortgage servicing rights	$ 9,180	$ (1,122)
Loss on sale of mortgage servicing rights	(2)	(414)
Realized and unrealized (losses) gains from hedging instruments	(1,473)	559
Gain (loss) on mortgage servicing rights, net	$ 7,705	$ (977)

Servicing fees, net is comprised of the following for the three months ended March 31, 2018 and 2017:

	For the Three Months Ended March 31, 2018	2017
Contractual servicing fees	$ 11,538	$ 8,366
Late and ancillary fees	151	85
Subservicing and other costs	(2,226)	(1,131)
Servicing fees, net	$ 9,463	$ 7,320

Loans Eligible for Repurchase from Ginnie Mae (GNMA)

The Company routinely sells loans in GNMA guaranteed mortgage-backed securities (MBS) by pooling eligible loans through a pool custodian and assigning rights to the loans to GNMA. When these GNMA loans are initially pooled and securitized, the Company meets the criteria for sale treatment and derecognizes the loans. The terms of the GNMA MBS program allow, but do not require, the Company to repurchase mortgage loans when the borrower has made no payments for three consecutive months. When the Company has the unconditional right, as servicer, to repurchase GNMA pool loans it has previously sold and are more than 90 days past due, the Company then re-recognizes the loans on its consolidated balance sheets in other assets, at their UPB, and records a corresponding liability in other liabilities in the consolidated balance sheets. At March 31, 2018 and December 31, 2017, loans eligible for repurchase from GNMA totaled $54.6 million and $47.7 million in UPB, respectively. As part of the Company's repurchase reserve, the Company records a repurchase provision to provide for estimated losses from the sale or securitization of all mortgage loans, including these loans.

The loans eligible for repurchase from GNMA are in the Company's servicing portfolio. The Company monitors the delinquency of the servicing portfolio and directs the subservicer to mitigate losses on delinquent loans.

Note 4.—Debt

Warehouse Borrowings

The Company, through its subsidiaries, enters into Master Repurchase Agreements with lenders providing warehouse facilities. The warehouse facilities are uncommitted facilities used to fund, and are secured by, residential mortgage loans from the time of funding until the time of settlement when sold to the investor. In accordance with the terms of the Master Repurchase Agreements, the Company is required to maintain cash balances with the lender as additional collateral for the borrowings, which are included in restricted cash in the accompanying consolidated balance sheets.

The following table presents certain information on warehouse borrowings and related accrued interest for the periods indicated:

	Maximum Borrowing Capacity	Balance Outstanding At March 31, 2018	Balance Outstanding At December 31, 2017	Maturity Date
Short-term borrowings:				
Repurchase agreement 1	$ 150,000	$ 127,272	$ 100,630	June 15, 2018
Repurchase agreement 2	35,000	31,172	31,632	May 28, 2018
Repurchase agreement 3 (1)	225,000	150,345	154,020	December 21, 2018
Repurchase agreement 4 (2)	250,000	131,745	152,772	May 28, 2018
Repurchase agreement 5	175,000	147,792	88,920	January 31, 2019
Repurchase agreement 6	200,000	61,848	47,389	June 28, 2018
Repurchase agreement 7	50,000	168	—	December 26, 2018
Total warehouse borrowings	$ 1,085,000	$ 650,342	$ 575,363	

(1) As of March 31, 2018 and December 31, 2017, $27.0 million and $41.8 million, respectively, are associated with finance receivables made to the Company's warehouse customers.
(2) In April 2018, the maturity of the line was extended for 30 days to May 28, 2018, while the annual renewal is completed.

MSR Financings

On August 17, 2017, IMC (Borrower), entered into a Line of Credit Promissory Note with a lender providing for a revolving line of credit of $30.0 million (FHLMC Financing). The Borrower is able to borrow up to 55% of the fair market value of FHLMC pledged mortgage servicing rights. The Line of Credit has a term until May 31, 2018 and will automatically renew for subsequent one year periods unless the lender provides the Borrowers 150 days' notice of its intention not to renew. Interest payments are payable monthly and accrue interest at the rate per annum equal to one-month LIBOR plus 4.0% and the balance of the obligation may be prepaid at any time. The obligations under the Line of Credit are secured by FHLMC pledged mortgage servicing rights and is guaranteed by Integrated Real Estate Services, Corp. In February 2018, the maximum borrowing capacity of the revolving line of credit was increased to $50.0 million and the term was extended to January 31, 2019. At March 31, 2018, $30.0 million was outstanding under the FHLMC Financing and was secured by $65.7 million of mortgage servicing rights.

On February 10, 2017, IMC (Borrower), entered into a Loan and Security Agreement (Agreement) with a lender providing for a revolving loan commitment of $40.0 million for a period of two years (FNMA Financing). The Borrower is able to borrow up to 55% of the fair market value of FNMA pledged servicing rights. Upon the two year anniversary of the Agreement, any amounts outstanding will automatically be converted into a term loan due and payable in full on the one year anniversary of the conversion date. Interest payments are payable monthly and accrue interest at the rate per annum equal to one-month LIBOR plus 4.0% and the balance of the obligation may be prepaid at any time. The Borrower initially drew down $35.1 million, and used a portion of the proceeds to pay off the Term Financing (approximately $30.1 million) originally entered into in June 2015 as discussed below. The Borrower also paid the lender an origination fee of $100 thousand, which is deferred and amortized over the life of the FNMA Financing. At March 31, 2018, $15.0 million was outstanding under the FNMA Financing and was secured by $71.4 million of mortgage servicing rights.

Convertible Notes

In May 2015, the Company issued an additional $25.0 million Convertible Promissory Notes (2015 Convertible Notes). The 2015 Convertible Notes mature on or before May 9, 2020 and accrue interest at a rate of 7.5% per annum, to be paid quarterly. The Company had approximately $50 thousand in transaction costs, which were deferred and amortized over the life of the 2015 Convertible Notes.

Noteholders may convert all or a portion of the outstanding principal amount of the 2015 Convertible Notes into shares of the Company's common stock (Conversion Shares) at a rate of $21.50 per share, subject to adjustment for stock splits and dividends (Conversion Price). The Company has the right to convert the entire outstanding principal of the 2015 Convertible Notes into Conversion Shares at the Conversion Price if the market price per share of the common stock, as measured by the average volume-weighted closing stock price per share of the common stock on the NYSE AMERICAN (or any other U.S. national securities exchange then serving as the principal such exchange on which the shares of common stock are listed), reaches the level of $30.10 for any twenty (20) trading days in any period of thirty (30) consecutive trading days after the Closing Date. Upon conversion of the 2015 Convertible Notes by the Company, the entire amount of accrued and unpaid interest (and all other amounts owing) under the 2015 Convertible Notes are immediately due and payable. Furthermore, if the conversion of the 2015 Convertible Notes by the Company occurs prior to the third anniversary of the Closing Date, then the entire amount of interest under the 2015 Convertible Notes through the third anniversary is immediately due and payable. To the extent the Company pays any cash dividends on its shares of common stock prior to conversion of the 2015 Convertible Notes, upon conversion of the 2015 Convertible Notes, the Noteholders will also receive such dividends on an as-converted basis of the 2015 Convertible Notes less the amount of interest paid by the Company prior to such dividend.

Unless an event of default has occurred and is continuing, each purchaser of the 2015 Convertible Notes agrees, for the three years after the Closing Date, to vote all Conversion Shares for each of the Company's nominees for election to the Company's board of directors and not to nominate any other candidate for election to the board of directors at any time within such three year period.

Long-term Debt

Junior Subordinated Notes

The Company carries its Junior Subordinated Notes at estimated fair value as more fully described in Note 6.—*Fair Value of Financial Instruments*. The following table shows the remaining principal balance and fair value of junior subordinated notes issued as of March 31, 2018 and December 31, 2017:

	March 31, 2018	December 31, 2017
Junior Subordinated Notes (1)	$ 62,000	$ 62,000
Fair value adjustment	(16,663)	(17,018)
Total Junior Subordinated Notes	$ 45,337	$ 44,982

(1) Stated maturity of March 2034; requires quarterly distributions initially at a variable rate of 3-month LIBOR plus 3.75% per annum.

Note 5.—Securitized Mortgage Trusts

Securitized Mortgage Trust Assets

Securitized mortgage trust assets, which are recorded at their estimated fair value (FMV), are comprised of the following at March 31, 2018 and December 31, 2017:

	March 31, 2018	December 31, 2017
Securitized mortgage collateral	$ 3,513,901	$ 3,662,008
REO	10,152	8,542
Total securitized mortgage trust assets	$ 3,524,053	$ 3,670,550

Securitized Mortgage Trust Liabilities

Securitized mortgage trust liabilities, which are recorded at their estimated FMV, are comprised of the following at March 31, 2018 and December 31, 2017:

	March 31, 2018	December 31, 2017
Securitized mortgage borrowings	$ 3,508,477	$ 3,653,265

Changes in fair value of net trust assets, including trust REO losses, are comprised of the following for the three months ended March 31, 2018 and 2017:

	For the Three Months Ended March 31,	
	2018	2017
Change in fair value of net trust assets, excluding REO	$ (4,331)	$ 4,786
Gains from REO	2,193	1,533
Change in fair value of net trust assets, including trust REO gains	$ (2,138)	$ 6,319

Note 6.—Fair Value of Financial Instruments

The use of fair value to measure the Company's financial instruments is fundamental to its consolidated financial statements and is a critical accounting estimate because a substantial portion of its assets and liabilities are recorded at estimated fair value.

FASB ASC 825 requires disclosure of the estimated fair value of certain financial instruments and the methods and significant assumptions used to estimate such fair values. The following table presents the estimated fair value of financial instruments included in the consolidated financial statements as of the dates indicated:

	March 31, 2018				December 31, 2017			
	Carrying Amount	Estimated Fair Value			Carrying Amount	Estimated Fair Value		
		Level 1	Level 2	Level 3		Level 1	Level 2	Level 3
Assets								
Cash and cash equivalents	$ 29,485	$ 29,485	$ —	$ —	$ 33,223	$ 33,223	$ —	$ —
Restricted cash	5,704	5,704	—	—	5,876	5,876	—	—
Mortgage loans held-for-sale	655,506	—	655,506	—	568,781	—	568,781	—
Finance receivables	26,989	—	26,989	—	41,777	—	41,777	—
Mortgage servicing rights	174,067	—	—	174,067	154,405	—	—	154,405
Derivative assets, lending, net	3,854	—	—	3,854	4,777	—	420	4,357
Securitized mortgage collateral	3,513,901	—	—	3,513,901	3,662,008	—	—	3,662,008
Liabilities								
Warehouse borrowings	$ 650,342	$ —	$ 650,342	$ —	$ 575,363	$ —	$ 575,363	$ —
MSR financings	45,000	—	—	45,000	35,133	—	—	35,133
Convertible notes	24,977	—	—	24,977	24,974	—	—	24,974
Contingent consideration	—	—	—	—	554	—	—	554
Long-term debt	45,337	—	—	45,337	44,982	—	—	44,982
Securitized mortgage borrowings	3,508,477	—	—	3,508,477	3,653,265	—	—	3,653,265
Derivative liabilities, lending, net	892	—	892	—	—	—	—	—

The fair value amounts above have been estimated by management using available market information and appropriate valuation methodologies. Considerable judgment is required to interpret market data to develop the estimates of fair value in both inactive and orderly markets. Accordingly, the estimates presented are not necessarily indicative of the amounts that could be realized in a current market exchange. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

For securitized mortgage collateral and securitized mortgage borrowings, the underlying Alt-A (non-conforming) residential and commercial loans and mortgage-backed securities market have experienced significant declines in market activity, along with a lack of orderly transactions. The Company’s methodology to estimate fair value of these assets and liabilities include the use of internal pricing techniques such as the net present value of future expected cash flows (with observable market participant assumptions, where available) discounted at a rate of return based on the Company’s estimates of market participant requirements. The significant assumptions utilized in these internal pricing techniques, which are based on the characteristics of the underlying collateral, include estimated credit losses, estimated prepayment speeds and appropriate discount rates.

Refer to Recurring Fair Value Measurements below for a description of the valuation methods used to determine the fair value of investment securities available-for-sale, securitized mortgage collateral and borrowings, derivative assets and liabilities, long-term debt, mortgage servicing rights and mortgage loans held-for-sale.

The carrying amount of cash, cash equivalents and restricted cash approximates fair value.

Finance receivables carrying amounts approximate fair value due to the short-term nature of the assets and do not present unanticipated interest rate or credit concerns.

Warehouse borrowings carrying amounts approximate fair value due to the short-term nature of the liabilities and do not present unanticipated interest rate or credit concerns.

Convertible notes are recorded at amortized cost. The estimated fair value is determined using a discounted cash flow model using estimated market rates.

MSR financings carrying amount approximates fair value as the underlying facility bears interest at a rate that is periodically adjusted based on a market index.

Fair Value Hierarchy

The application of fair value measurements may be on a recurring or nonrecurring basis depending on the accounting principles applicable to the specific asset or liability or whether management has elected to carry the item at its estimated fair value.

FASB ASC 820-10-35 specifies a hierarchy of valuation techniques based on whether the inputs to those techniques are observable or unobservable. Observable inputs reflect market data obtained from independent sources, while unobservable inputs reflect the Company's market assumptions. These two types of inputs create the following fair value hierarchy:

- Level 1—Quoted prices (unadjusted) in active markets for identical instruments or liabilities that an entity has the ability to assess at measurement date.
- Level 2—Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; inputs other than quoted prices that are observable for an asset or liability, including interest rates and yield curves observable at commonly quoted intervals, prepayment speeds, loss severities, credit risks and default rates; and market-corroborated inputs.
- Level 3—Valuations derived from valuation techniques in which one or more significant inputs or significant value drivers is unobservable.

This hierarchy requires the Company to use observable market data, when available, and to minimize the use of unobservable inputs when estimating fair value.

As a result of the lack of observable market data resulting from inactive markets, the Company has classified its investment securities available-for-sale, mortgage servicing rights, securitized mortgage collateral and borrowings, derivative assets and liabilities (trust and IRLCs), and long-term debt as Level 3 fair value measurements. Level 3 assets and liabilities measured at fair value on a recurring basis were approximately 85% and 99% and 87% and 99%, respectively, of total assets and total liabilities measured at estimated fair value at March 31, 2018 and December 31, 2017.

Recurring Fair Value Measurements

The Company assesses the financial instruments on a quarterly basis to determine the appropriate classification within the fair value hierarchy, as defined by ASC Topic 810. Transfers between fair value classifications occur when there are changes in pricing observability levels. Transfers of financial instruments among the levels occur at the beginning of the reporting period. There were no material transfers between our Level 1 and Level 2 classified instruments during the three months ended March 31, 2018.

The following tables present the Company's assets and liabilities that are measured at estimated fair value on a recurring basis, including financial instruments for which the Company has elected the fair value option at March 31, 2018 and December 31, 2017, based on the fair value hierarchy:

	Recurring Fair Value Measurements					
	March 31, 2018			December 31, 2017		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
Assets						
Mortgage loans held-for-sale	$ —	$ 655,506	$ —	$ —	$ 568,781	$ —
Derivative assets, lending, net (1)	—	—	3,854	—	420	4,357
Mortgage servicing rights	—	—	174,067	—	—	154,405
Securitized mortgage collateral	—	—	3,513,901	—	—	3,662,008
Total assets at fair value	$ —	$ 655,506	$ 3,691,822	$ —	$ 569,201	$ 3,820,770
Liabilities						
Securitized mortgage borrowings	$ —	$ —	$ 3,508,477	$ —	$ —	$ 3,653,265
Long-term debt	—	—	45,337	—	—	44,982
Contingent consideration	—	—	—	—	—	554
Derivative liabilities, lending, net (2)	—	892	—	—	—	—
Total liabilities at fair value	$ —	$ 892	$ 3,553,814	$ —	$ —	$ 3,698,801

(1) At March 31, 2018, derivative assets, lending, net included $3.9 million in IRLCs and is included in other assets in the accompanying consolidated balance sheets. At December 31, 2017, derivative assets, lending, net included $4.4 million in IRLCs and $420 thousand in Hedging instruments, respectively, and is included in other assets in the accompanying consolidated balance sheets.

(2) At March 31, 2018, derivative liabilities, lending, net included $892 thousand in Hedging Instruments and is included in other liabilities in the accompanying consolidated balance sheets.

The following tables present reconciliations for all assets and liabilities measured at estimated fair value on a recurring basis using significant unobservable inputs (Level 3) for the three months ended March 31, 2018 and 2017:

	Level 3 Recurring Fair Value Measurements For the Three Months Ended March 31, 2018					
	Securitized mortgage collateral	Securitized mortgage borrowings	Mortgage servicing rights	Interest rate lock commitments, net	Long-term debt	Contingent consideration
Fair value, December 31, 2017	$ 3,662,008	$ (3,653,265)	$ 154,405	$ 4,357	$ (44,982)	$ (554)
Total gains (losses) included in earnings:						
Interest income (1)	5,688	—	—	—	—	—
Interest expense (1)	—	(20,080)	—	—	(139)	—
Change in fair value	(32,755)	28,424	9,180	(503)	1,224	—
Change in instrument specific credit risk	—	—	—	—	(1,440)(2)	—
Total gains (losses) included in earnings	(27,067)	8,344	9,180	(503)	(355)	—
Transfers in and/or out of Level 3	—	—	—	—	—	—
Purchases, issuances and settlements:						
Purchases	—	—	—	—	—	—
Issuances	—	—	10,482	—	—	—
Settlements	(121,040)	136,444	—	—	—	554
Fair value, March 31, 2018	$ 3,513,901	$ (3,508,477)	$ 174,067	$ 3,854	$ (45,337)	$ —
Unrealized gains (losses) still held (3)	$ (533,589)	$ 2,694,742	$ 174,067	$ 3,854	$ 16,663	$ —

(1) Amounts primarily represent accretion to recognize interest income and interest expense using effective yields based on estimated fair values for trust assets and trust liabilities. Net interest income, including cash received and paid, was $2.2 million for three months ended March 31, 2018. The difference between accretion of interest income and expense and the amounts of interest income and expense recognized in the consolidated statements of operations is primarily from contractual interest on the securitized mortgage collateral and borrowings.

(2) Amount represents the change in instrument specific credit risk in other comprehensive earnings in the consolidated statements of operations and comprehensive earnings as required by the adoption of ASU 2016-01 on January 1, 2018.
(3) Represents the amount of unrealized gains (losses) relating to assets and liabilities classified as Level 3 that are still held and reflected in the fair values at March 31, 2018.

	Level 3 Recurring Fair Value Measurements For the Three Months Ended March 31, 2017					
	Securitized mortgage collateral	Securitized mortgage borrowings	Mortgage servicing rights	Interest rate lock commitments, net	Long-term debt	Contingent consideration
Fair value, December 31, 2016	$ 4,021,891	$ (4,017,603)	$ 131,537	$ 11,169	$ (47,207)	$ (31,072)
Total gains (losses) included in earnings:						
Interest income (1)	15,484	—	—	—	—	—
Interest expense (1)	—	(40,695)	—	—	(340)	—
Change in fair value	51,052	(46,266)	(1,122)	1,164	(2,497)	(1,384)
Total gains (losses) included in earnings	66,536	(86,961)	(1,122)	1,164	(2,837)	(1,384)
Transfers in and/or out of Level 3	—	—	—	—	—	—
Purchases, issuances and settlements:						
Purchases	—	—	—	—	—	—
Issuances	—	—	12,066	—	—	—
Settlements	(185,091)	211,896	(895)	—	—	7,958
Fair value, March 31, 2017	$ 3,903,336	$ (3,892,668)	$ 141,586	$ 12,333	$ (50,044)	$ (24,498)
Unrealized gains (losses) still held (2)	$ (825,087)	$ 2,977,521	$ 141,586	$ 12,333	$ 20,719	$ (24,498)

(1) Amounts primarily represent accretion to recognize interest income and interest expense using effective yields based on estimated fair values for trust assets and trust liabilities. Net interest income, including cash received and paid, was $2.1 million for the three months ended March 31, 2017. The difference between accretion of interest income and expense and the amounts of interest income and expense recognized in the consolidated statements of operations is primarily from contractual interest on the securitized mortgage collateral and borrowings.
(2) Represents the amount of unrealized gains (losses) relating to assets and liabilities classified as Level 3 that are still held and reflected in the fair values at March 31, 2017.

The following table presents quantitative information about the valuation techniques and unobservable inputs applied to Level 3 fair value measurements for financial instruments measured at fair value on a recurring and nonrecurring basis at March 31, 2018:

Financial Instrument	Estimated Fair Value	Valuation Technique	Unobservable Input	Range of Inputs	Weighted Average
Assets and liabilities backed by real estate					
Securitized mortgage collateral, and	$ 3,513,901	DCF	Prepayment rates	1.7 - 25.1 %	7.1 %
Securitized mortgage borrowings	(3,508,477)		Default rates	0.01 - 4.2 %	1.1 %
			Loss severities	9.9 - 84.7 %	46.1 %
			Discount rates	3.9 - 25.0 %	4.6 %
Other assets and liabilities					
Mortgage servicing rights	$ 174,067	DCF	Discount rate	9.0 - 14.0 %	9.7 %
			Prepayment rates	6.9 - 88.8 %	10.3 %
Derivative assets - IRLCs, net	3,854	Market pricing	Pull-through rate	15.1 - 99.9 %	78.5 %
Long-term debt	(45,337)	DCF	Discount rate	9.9 %	9.9 %

DCF = Discounted Cash Flow

For assets and liabilities backed by real estate, a significant increase in discount rates, default rates or loss severities would result in a significantly lower estimated fair value. The effect of changes in prepayment speeds would have differing effects depending on the seniority or other characteristics of the instrument. For other assets and liabilities, a significant increase in discount rates would result in a significantly lower estimated fair value. A significant increase in one-month LIBOR would result in a significantly higher estimated fair value for derivative liabilities, net, securitized trusts. The Company believes that the imprecision of an estimate could be significant.

The following tables present the changes in recurring fair value measurements included in net earnings for the three months ended March 31, 2018 and 2017:

	Recurring Fair Value Measurements Changes in Fair Value Included in Net Earnings For the Three Months Ended March 31, 2018						
			Change in Fair Value of				
	Interest Income (1)	Interest Expense (1)	Net Trust Assets	Long-term Debt	Other Revenue and Expense	Gain on sale of loans, net	Total
Securitized mortgage collateral	$ 5,688	$ —	$ (32,755)	$ —	$ —	$ —	$ (27,067)
Securitized mortgage borrowings	—	(20,080)	28,424	—	—	—	8,344
Derivative liabilities, net, securitized trusts	—	—	—	—	—	—	—
Long-term debt	—	(139)	—	1,224	—	—	1,085
Mortgage servicing rights (2)	—	—	—	—	9,180	—	9,180
Mortgage loans held-for-sale	—	—	—	—	—	(4,891)	(4,891)
Derivative assets — IRLCs	—	—	—	—	—	(503)	(503)
Derivative liabilities — Hedging Instruments	—	—	—	—	285	(1,597)	(1,312)
Total	**$ 5,688**	**$ (20,219)**	**$ (4,331)**(3)	**$ 1,224**	**$ 9,465**	**$ (6,991)**	**$ (15,164)**

(1) Amounts primarily represent accretion to recognize interest income and interest expense using effective yields based on estimated fair values for trust assets and trust liabilities.
(2) Included in loss on MSRs, net in the consolidated statements of operations.
(3) For the three months ended March 31, 2018, change in the fair value of net trust assets, excluding REO was $4.3 million.

	Recurring Fair Value Measurements Changes in Fair Value Included in Net Earnings For the Three Months Ended March 31, 2017						
			Change in Fair Value of				
	Interest Income (1)	Interest Expense (1)	Net Trust Assets	Long-term Debt	Other Revenue and Expense	Gain on sale of loans, net	Total
Securitized mortgage collateral	$ 15,484	$ —	$ 51,052	$ —	$ —	$ —	$ 66,536
Securitized mortgage borrowings	—	(40,695)	(46,266)	—	—	—	(86,961)
Derivative liabilities, net, securitized trusts	—	—	—	—	—	—	—
Long-term debt	—	(340)	—	(2,497)	—	—	(2,837)
Mortgage servicing rights (2)	—	—	—	—	(1,122)	—	(1,122)
Contingent consideration	—	—	—	—	(1,384)	—	(1,384)
Mortgage loans held-for-sale	—	—	—	—	—	5,203	5,203
Derivative assets — IRLCs	—	—	—	—	—	1,164	1,164
Derivative liabilities — Hedging Instruments	—	—	—	—	1,223	(2,309)	(1,086)
Total	**$ 15,484**	**$ (41,035)**	**$ 4,786** (3)	**$ (2,497)**	**$ (1,283)**	**$ 4,058**	**$ (20,487)**

(1) Amounts primarily represent accretion to recognize interest income and interest expense using effective yields based on estimated fair values for trust assets and trust liabilities.
(2) Included in loss on MSRs, net in the consolidated statements of operations.
(3) For the three months ended March 31, 2017, change in the fair value of net trust assets, excluding REO was $4.8 million.

The following is a description of the measurement techniques for items recorded at estimated fair value on a recurring basis.

Mortgage servicing rights—The Company elected to carry its MSRs arising from its mortgage loan origination operation at estimated fair value. The fair value of MSRs is based upon market prices for similar instruments and a discounted cash flow model. The valuation model incorporates assumptions that market participants would use in estimating the fair value of servicing. These assumptions include estimates of prepayment speeds, discount rate, cost to service, escrow account earnings, contractual servicing fee income, prepayment and late fees, among other considerations. Mortgage servicing rights are considered a Level 3 measurement at March 31, 2018.

Mortgage loans held-for-sale—The Company elected to carry its mortgage loans held-for-sale originated or acquired at estimated fair value. Fair value is based on quoted market prices, where available, prices for other traded mortgage loans with similar characteristics, and purchase commitments and bid information received from market participants. Given the meaningful level of secondary market activity for mortgage loans, active pricing is available for similar assets and accordingly, the Company classifies its mortgage loans held-for-sale as a Level 2 measurement at March 31, 2018.

Securitized mortgage collateral—The Company elected to carry its securitized mortgage collateral at fair value. These assets consist primarily of non-conforming mortgage loans securitized between 2002 and 2007. Fair value measurements are based on the Company's internal models used to compute the net present value of future expected cash flows with observable market participant assumptions, where available. The Company's assumptions include its expectations of inputs that other market participants would use in pricing these assets. These assumptions include judgments about the underlying collateral, prepayment speeds, estimated future credit losses, forward interest rates, investor yield requirements and certain other factors. As of March 31, 2018, securitized mortgage collateral had UPB of $4.0 billion, compared to an estimated fair value on the Company's balance sheet of $3.5 billion. The aggregate UPB exceeds the fair value by $0.5 billion at March 31, 2018. As of March 31, 2018, the UPB of loans 90 days or more past due was $0.5 billion compared to an estimated fair value of $0.2 billion. The aggregate UPB of loans 90 days or more past due exceed the fair value by $0.3 billion at March 31, 2018. Securitized mortgage collateral is considered a Level 3 measurement at March 31, 2018.

Securitized mortgage borrowings—The Company elected to carry its securitized mortgage borrowings at fair value. These borrowings consist of individual tranches of bonds issued by securitization trusts and are primarily backed by non-conforming mortgage loans. Fair value measurements include the Company's judgments about the underlying collateral and assumptions such as prepayment speeds, estimated future credit losses, forward interest rates, investor yield requirements and certain other factors. As of March 31, 2018, securitized mortgage borrowings had an outstanding principal balance of $4.0 billion, net of $2.2 billion in bond losses, compared to an estimated fair value of $3.5 billion. The aggregate outstanding principal balance exceeds the fair value by $0.5 billion at March 31, 2018. Securitized mortgage borrowings are considered a Level 3 measurement at March 31, 2018.

Contingent consideration—Contingent consideration was applicable to the acquisition of CCM and was estimated and recorded at fair value at the acquisition date as part of purchase price consideration. Additionally, each reporting period, the Company estimated the change in fair value of the contingent consideration and any change in fair value is recognized in the Company's consolidated statements of operations if it is determined to not be a measurement period adjustment. The estimate of the fair value of contingent consideration required significant judgment and assumptions to be made about future operating results, discount rates and probabilities of various projected operating result scenarios. In the fourth quarter of 2017, the earn-out period ended and the remaining $554 thousand in contingent consideration payments were paid during the three months ended March 31, 2018. Contingent consideration was considered a Level 3 measurement at March 31, 2017 and as of March 31, 2018, we have no further contingent consideration liability.

Long-term debt—The Company elected to carry its remaining long-term debt (consisting of junior subordinated notes) at fair value. These securities are measured based upon an analysis prepared by management, which considered the Company's own credit risk, including settlements with trust preferred debt holders and discounted cash flow analysis. As of March 31, 2018, long-term debt had UPB of $62.0 million compared to an estimated fair value of $45.3 million. The aggregate UPB exceeds the fair value by $16.7 million at March 31, 2018. The long-term debt is considered a Level 3 measurement at March 31, 2018.

Derivative assets and liabilities, Lending—The Company's derivative assets and liabilities are carried at fair value as required by GAAP and are accounted for as free standing derivatives. The derivatives include IRLCs with prospective residential mortgage borrowers whereby the interest rate on the loan is determined prior to funding and the borrowers have locked in that interest rate. These commitments are determined to be derivative instruments in accordance with GAAP. The derivatives also include hedging instruments (typically TBA MBS) used to hedge the fair value changes associated with changes in interest rates relating to its mortgage lending originations as well as mortgage servicing rights. The Company hedges the period from the interest rate lock (assuming a fall-out factor) to the date of the loan sale. The estimated fair value of IRLCs are based on underlying loan types with similar characteristics using the TBA MBS market, which is actively quoted and easily validated through external sources. The data inputs used in this valuation include, but are not limited to, loan type, underlying loan amount, note rate, loan program and expected sale date of the loan, adjusted for current market conditions. These valuations are adjusted at the loan level to consider the servicing release premium and loan pricing adjustments specific to each loan. For all IRLCs, the base value is then adjusted for the anticipated Pull-through Rate. The anticipated Pull-through Rate is an unobservable input based on historical experience, which results in classification of IRLCs as a Level 3 measurement at March 31, 2018.

The fair value of the Hedging Instruments is based on the actively quoted TBA MBS market using observable inputs related to characteristics of the underlying MBS stratified by product, coupon and settlement date. Therefore, the Hedging Instruments are classified as a Level 2 measurement at March 31, 2018.

The following table includes information for the derivative assets and liabilities, lending for the periods presented:

	Notional Amount		Total Gains (Losses) (1) For the Three Months Ended March 31,	
	March 31, 2018	December 31, 2017	2018	2017
Derivative – IRLC's	$ 354,117	$ 398,225	$ (503)	$ 1,164
Derivative – TBA MBS	407,936	687,500	10,448	(1,184)

(1) Amounts included in gain on sale of loans, net within the accompanying consolidated statements of operations.

Nonrecurring Fair Value Measurements

The Company is required to measure certain assets and liabilities at estimated fair value from time to time. These fair value measurements typically result from the application of specific accounting pronouncements under GAAP. The fair value measurements are considered nonrecurring fair value measurements under FASB ASC 820-10.

The following tables present financial and non-financial assets and liabilities measured using nonrecurring fair value measurements at March 31, 2018 and 2017, respectively:

	Nonrecurring Fair Value Measurements					
	March 31, 2018			March 31, 2017		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
REO (1)	$ —	$ 1,307	$ —	$ —	$ 6,342	$ —
Deferred charge (2)	—	—	—	—	—	8,409

(1) Balance represents REO at March 31, 2018 which have been impaired subsequent to foreclosure.
(2) With the adoption of ASU 2016-16 on January 1, 2018, $7.8 million in deferred charge was eliminated with a cumulative effect adjustment to opening retained earnings.

	Total Gains (Losses) (1) For the Three Months Ended March 31,	
	2018	2017
REO (2)	$ 2,193	$ 1,533
Deferred charge (3)	—	(277)

(1) Total losses reflect losses from all nonrecurring measurements during the period.

(2) For the three months ended March 31, 2018 and 2017, the Company recorded $2.2 million and $1.5 million, respectively, in gains which represent recovery of the net realizable value (NRV) attributable to an improvement in state specific loss severities on properties held during the period which resulted in an increase to NRV.
(3) For the three months ended March 2017, the Company recorded $277 thousand in income tax expense resulting from impairment write-downs of deferred charge based on changes in estimated cash flows and lives of the related mortgages retained in the securitized mortgage collateral. With the adoption of ASU 2016-16 on January 1, 2018, there will no longer be impairment of deferred charge.

Real estate owned—REO consists of residential real estate acquired in satisfaction of loans. Upon foreclosure, REO is adjusted to the estimated fair value of the residential real estate less estimated selling and holding costs, offset by expected contractual mortgage insurance proceeds to be received, if any. Subsequently, REO is recorded at the lower of carrying value or estimated fair value less costs to sell. REO balance representing REOs which have been impaired subsequent to foreclosure are subject to nonrecurring fair value measurement and included in the nonrecurring fair value measurements tables. Fair values of REO are generally based on observable market inputs, and considered Level 2 measurements at March 31, 2018.

Deferred charge— Deferred charge represented the deferral of income tax expense on inter-company profits that resulted from the sale of mortgages from taxable subsidiaries to IMH in prior years. The Company evaluated the deferred charge for impairment quarterly using internal estimates of estimated cash flows and lives of the related mortgages retained in the securitized mortgage collateral. If the deferred charge was determined to be impaired, it was recognized as a component of income tax expense. On January 1, 2018, the Company adopted ASU 2016-16, which resulted in a $7.8 million cumulative effect adjustment to opening retained earnings eliminating the remaining deferred charge on the balance sheet. Deferred charge was considered a Level 3 measurement at March 31, 2017.

Note 7.—Income Taxes

The Company calculates its quarterly tax provision pursuant to the guidelines in ASC 740 Income Taxes. ASC 740 requires companies to estimate the annual effective tax rate for current year ordinary income. In calculating the effective tax rate, permanent differences between financial reporting and taxable income are factored into the calculation, but temporary differences are not. The estimated annual effective tax rate represents the best estimate of the tax provision in relation to the best estimate of pre-tax ordinary income or loss. The estimated annual effective tax rate is then applied to year-to-date ordinary income or loss to calculate the year-to-date interim tax provision.

The Company recorded income tax expense of $610 thousand and $426 thousand for the three months ended March 31, 2018 and 2017, respectively. Tax expense for the three months ended March 31, 2018 is primarily the result of state income taxes from states where the Company does not have net operating loss carryforwards or state minimum taxes, including AMT. Tax expense for the three months ended March 31, 2017 is primarily the result of amortization of the deferred charge and state income taxes from states where the Company does not have net operating loss carryforwards or state minimum taxes, including AMT.

The deferred charge represents the deferral of income tax expense on inter-company profits that resulted from the sale of mortgages from taxable subsidiaries to IMH prior to 2008. The deferred charge amortization and/or impairment, which does not result in any tax liability to be paid, is calculated based on the change in the estimated fair value of the underlying securitized mortgage collateral during the period. Prior to the adoption of ASU 2016-16 on January 1, 2018, the deferred charge was included in other assets in the accompanying consolidated balance sheets and was amortized as a component of income tax expense in the accompanying consolidated statements of operations.

As of December 31, 2017, the Company had estimated federal net operating loss (NOL) carryforwards of approximately $619.9 million. Federal NOL carryforwards begin to expire in 2027. As of December 31, 2017, the Company had estimated California NOL carryforwards of approximately $431.0 million, which begin to expire in 2028. The Company may not be able to realize the maximum benefit due to the nature and tax entities that holds the NOL.

Note 8.—Reconciliation of Earnings Per Share

Basic net earnings per share is computed by dividing net earnings available to common stockholders (numerator) by the weighted average number of vested, common shares outstanding during the period (denominator). Diluted net earnings per share is computed on the basis of the weighted average number of shares of common stock outstanding plus the effect of dilutive potential common shares outstanding during the period using the if-converted method. Dilutive potential common shares include shares issuable upon conversion of Convertible Notes, dilutive effect of outstanding stock options and deferred stock units (DSUs).

	For the Three Months Ended March 31,	
	2018	2017
Numerator for basic earnings per share:		
Net earnings	$ 3,873	$ 4,627
Numerator for diluted earnings per share:		
Net earnings	$ 3,873	$ 4,627
Interest expense attributable to convertible notes (1)	—	454
Net earnings plus interest expense attributable to convertible notes	$ 3,873	$ 5,081
Denominator for basic earnings per share (2):		
Basic weighted average common shares outstanding during the period	20,951	16,025
Denominator for diluted earnings per share (2):		
Basic weighted average common shares outstanding during the period	20,951	16,025
Net effect of dilutive convertible notes (1)	—	1,163
Net effect of dilutive stock options and DSU's	151	234
Diluted weighted average common shares	21,102	17,422
Net earnings per common share:		
Basic	$ 0.18	$ 0.29
Diluted	$ 0.18	$ 0.29

(1) Adjustments to diluted earnings per share for the convertible notes for the three months ended March 31, 2018 were excluded from the calculation as they are anti-dilutive.
(2) Number of shares presented in thousands.

At March 31, 2018, there were 1.2 million anti-dilutive stock options outstanding. There were 838 thousand anti-dilutive stock options outstanding the three months ended March 31, 2017.

Note 9.—Segment Reporting

The Company has three primary reporting segments which include mortgage lending, long-term mortgage portfolio and real estate services. Unallocated corporate and other administrative costs, including the costs associated with being a public company, are presented in Corporate and other.

Statement of Operations Items for the Three Months Ended March 31, 2018:	Mortgage Lending	Real Estate Services	Long-term Portfolio	Corporate and other	Consolidated
Gain on sale of loans, net	$ 21,482	$ —	$ —	$ —	$ 21,482
Real estate services fees, net	—	1,385	—	—	1,385
Servicing fees, net	9,463	—	—	—	9,463
Gain on mortgage servicing rights, net	7,705	—	—	—	7,705
Other revenue	—	—	84	6	90
Other operating expense	(31,548)	(638)	(65)	(3,497)	(35,748)
Other income (expense)	334	—	196	(424)	106
Net (loss) earnings before income tax expense	$ 7,436	$ 747	$ 215	$ (3,915)	4,483
Income tax expense					610
Net earnings					$ 3,873

Statement of Operations Items for the Three Months Ended March 31, 2017:	Mortgage Lending	Real Estate Services	Long-term Portfolio	Corporate and other	Consolidated
Gain on sale of loans, net	$ 37,319	$ —	$ —	$ —	$ 37,319
Real estate services fees, net	—	1,633	—	—	1,633
Servicing fees, net	7,320	—	—	—	7,320
Loss on mortgage servicing rights, net	(977)	—	—	—	(977)
Other revenue	14	—	61	(28)	47
Accretion of contingent consideration	(845)	—	—	—	(845)
Change in fair value of contingent consideration	(539)	—	—	—	(539)
Other operating expense	(38,085)	(995)	(86)	(4,007)	(43,173)
Other income (expense)	407	—	4,713	(852)	4,268
Net (loss) earnings before income tax expense	$ 4,614	$ 638	$ 4,688	$ (4,887)	$ 5,053
Income tax expense					426
Net earnings					$ 4,627

Balance Sheet Items as of:	Mortgage Lending	Real Estate Services	Long-term Portfolio	Corporate and other	Consolidated
Total Assets at March 31, 2018 (1)	$ 1,089,230	$ —	$ 3,523,949	$ 9,755	$ 4,622,934
Total Assets at December 31, 2017 (1)	$ 992,983	$ 251	$ 3,678,377	$ 10,089	$ 4,681,700

(1) All segment asset balances exclude intercompany balances.

Note 10.—Commitments and Contingencies

Legal Proceedings

The Company is a defendant in or a party to a number of legal actions or proceedings that arise in the ordinary course of business. In some of these actions and proceedings, claims for monetary damages are asserted against the Company. In view of the inherent difficulty of predicting the outcome of such legal actions and proceedings, the Company generally cannot predict what the eventual outcome of the pending matters will be, what the timing of the ultimate resolution of these matters will be, or what the eventual loss related to each pending matter may be, if any.

In accordance with applicable accounting guidance, the Company establishes an accrued liability for litigation when those matters present loss contingencies that are both probable and estimable. In any case, there may be an exposure to losses in excess of any such amounts whether accrued or not. Any estimated loss is subject to significant judgment and is based upon currently available information, a variety of assumptions, and known and unknown uncertainties. The matters underlying the estimated loss will change from time to time, and actual results may vary significantly from the current estimate. Therefore, an estimate of possible loss represents what the Company believes to be an estimate of possible loss only for certain matters meeting these criteria. It does not represent the Company's maximum loss exposure.

Based on the Company's current understanding of these pending legal actions and proceedings, management does not believe that judgments or settlements arising from pending or threatened legal matters, individually or in the aggregate, will have a material adverse effect on the consolidated financial position, operating results or cash flows of the Company. However, in light of the inherent uncertainties involved in these matters, some of which are beyond the Company's control, and the very large or indeterminate damages sought in some of these matters, an adverse outcome in one or more of these matters could be material to the Company's results of operations or cash flows for any particular reporting period.

The legal matter updates summarized below are ongoing and may have an effect on the Company's business and future financial condition and results of operations:

On April 30, 2012, a purported class action was filed entitled Marentes v. Impac Mortgage Holdings, Inc., alleging that certain loan modification activities of the Company constitute an unfair business practice, false advertising and marketing, and that the fees charged are improper. The complaint seeks unspecified damages, restitution, injunctive relief, attorney's fees and prejudgment interest. On August 22, 2012, the plaintiff filed an amended complaint adding Impac Funding Corporation as a defendant and on October 2, 2012, the plaintiff dismissed Impac Mortgage Holdings, Inc., without prejudice. Trial is currently scheduled for June 2018.

On November 1, 2016, a qui tam action was filed under seal entitled United States of America ex rel Jeremy Calva, et al. v. Impac Secured Assets Corp., et al. The matter was unsealed on November 3, 2017. The complaint alleges the defendants violated the False Claims Act by misrepresenting loan delinquency rates for loans deposited into certain securitization trusts, not notifying the trustee of certain trusts that delinquent loans were deposited into the trusts, not notifying anyone that Company affiliates were the originator of most loans as well as the sponsor, depositor, issuer, and master servicer of certain trusts, causing government entities to buy bonds in those trusts. The complaint seeks an order that the defendants cease and desist from submitting false claims to the plaintiffs, as well as civil penalties, damages, attorneys' fees, and costs incurred in the case. Neither the United States, nor any of the states or cities named as plaintiff in the matter elected to intervene in the case. The defendants filed a motion to dismiss the complaint on March 23, 2018.

The Company is a party to other litigation and claims which are normal in the course of our operations. While the results of such other litigation and claims cannot be predicted with certainty, we believe the final outcome of such matters will not have a material adverse effect on our financial condition or results of operations. The Company believes that it has meritorious defenses to the claims and intends to defend these claims vigorously and as such the Company believes the final outcome of such matters will not have a material adverse effect on its financial condition or results of operations. Nevertheless, litigation is uncertain and the Company may not prevail in the lawsuits and can express no opinion as to their ultimate resolution. An adverse judgment in any of these matters could have a material adverse effect on the Company's financial position and results of operations.

Please refer to IMH's report on Form 10-K for the year ended December 31, 2017 for a description of litigation and claims.

Repurchase Reserve

When the Company sells mortgage loans, it makes customary representations and warranties to the purchasers about various characteristics of each loan such as the origination and underwriting guidelines, including but not limited to the validity of the lien securing the loan, property eligibility, borrower credit, income and asset requirements, and compliance with applicable federal, state and local law. The Company's whole loan sale agreements generally require it to repurchase loans if the Company breached a representation or warranty given to the loan purchaser.

The following table summarizes the repurchase reserve activity, within other liabilities on the consolidated balance sheets, related to previously sold loans for the three months ended March 31, 2018 and year ended December 31, 2017:

	March 31, 2018	December 31, 2017
Beginning balance	$ 6,020	$ 5,408
Provision for repurchases	378	1,557
Settlements	(946)	(945)
Total repurchase reserve	$ 5,452	$ 6,020

Short-Term Loan Commitments

The Company uses a portion of its warehouse borrowing capacity to provide secured short-term revolving financing to small and medium-size mortgage originators to finance mortgage loans from the closing of the mortgage loans until sold to investors (Finance Receivables). As of March 31, 2018, the warehouse lending operations had warehouse lines to non-affiliated customers totaling $122.5 million, of which there was an outstanding balance of $27.0 million in finance receivables compared to $41.8 million as of December 31, 2017. The finance receivables are generally secured by residential mortgage loans as well as personal guarantees.

Commitments to Extend Credit

The Company enters into IRLCs with prospective borrowers whereby the Company commits to lend a certain loan amount under specific terms and interest rates to the borrower. These loan commitments are treated as derivatives and are carried at fair value. See Note 6. — Fair Value of Financial Instruments for more information.

Note 11.—Equity and Share Based Payments

The following table summarizes activity, pricing and other information for the Company’s stock options for the three months ended March 31, 2018:

	Number of Shares	Weighted-Average Exercise Price
Options outstanding at December 31, 2017	1,582,754	$ 13.61
Options granted	—	—
Options exercised	(3,000)	5.39
Options forfeited/cancelled	(72,623)	16.31
Options outstanding at March 31, 2018	1,507,131	13.50
Options exercisable at March 31, 2018	917,801	$ 12.04

As of March 31, 2018, there was approximately $2.5 million of total unrecognized compensation cost related to stock option compensation arrangements granted under the plan, net of estimated forfeitures. That cost is expected to be recognized over the remaining weighted average period of 1.8 years.

The following table summarizes activity, pricing and other information for the Company's DSU's, also referred to as deferred stock units as the issuance of the stock is deferred until termination of service, for the three months ended March 31, 2018:

	Number of Shares	Weighted-Average Grant Date Fair Value
DSU's outstanding at December 31, 2017	100,750	$ 10.41
DSU's granted	—	—
DSU's exercised	—	—
DSU's forfeited/cancelled	—	—
DSU's outstanding at March 31, 2018	100,750	$ 10.41

As of March 31, 2018, there was approximately $203 thousand of total unrecognized compensation cost related to the DSU compensation arrangements granted under the plan. That cost is expected to be recognized over a weighted average period of 2.2 years.

Note 12.—Subsequent Events

Subsequent events have been evaluated through the date of this filing.

ITEM 2: MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

(dollars in thousands, except per share data or as otherwise indicated)

Unless the context otherwise requires, the terms "Company," "we," "us," and "our" refer to Impac Mortgage Holdings, Inc. (the Company or IMH), a Maryland corporation incorporated in August 1995, and its direct and indirect wholly-owned subsidiaries, Integrated Real Estate Service Corporation (IRES), Impac Mortgage Corp. (IMC), IMH Assets Corp. (IMH Assets), and Impac Funding Corporation (IFC).

Forward-Looking Statements

This report on Form 10-Q contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Forward-looking statements, some of which are based on various assumptions and events that are beyond our control, may be identified by reference to a future period or periods or by the use of forward-looking terminology, such as "may," "will," "believe," "expect," "likely," "should," "could," "seem to," "anticipate," "plan," "intend," "project," "assume," or similar terms or variations on those terms or the negative of those terms. The forward-looking statements are based on current management expectations. Actual results may differ materially as a result of several factors, including, but not limited to the following: failure to increase origination volume and ability to successfully leverage our marketing platform to expand volumes of our other loan products; successful development, marketing, sale and financing of new mortgage products, including expansion of non-Qualified Mortgage originations and government loan programs; inability to successfully reduce prepayment on our mortgage loans, ability to successfully diversify our loan products; ability to increase our market share and geographic footprint in the various residential mortgage businesses; ability to manage and sell MSRs as needed; volatility in the mortgage industry; unexpected interest rate fluctuations and margin compression; our ability to manage personnel expenses in relation to mortgage production levels; our ability to successfully use warehousing capacity; increased competition in the mortgage lending industry by larger or more efficient companies; issues and system risks related to our technology; ability to successfully create cost and product efficiencies through new technology; more than expected increases in default rates or loss severities and mortgage related losses; ability to obtain additional financing, through lending and repurchase facilities, debt or equity funding, strategic relationships or otherwise; the terms of any financing, whether debt or equity, that we do obtain and our expected use of proceeds from any financing; increase in loan repurchase requests and ability to adequately settle repurchase obligations; failure to create brand awareness; the outcome, including any settlements, of litigation or regulatory actions pending against us or other legal contingencies; and our compliance with applicable local, state and federal laws and regulations and other general market and economic conditions.

For a discussion of these and other risks and uncertainties that could cause actual results to differ from those contained in the forward-looking statements, see "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the Company's Annual Report on Form 10-K for the period ended December 31, 2017, and other reports we file under the Securities Exchange Act of 1934. This document speaks only as of its date and we do not undertake, and specifically disclaim any obligation, to release publicly the results of any revisions that may be made to any forward-looking statements to reflect the occurrence of anticipated or unanticipated events or circumstances after the date of such statements.

The Mortgage Industry and Discussion of Relevant Fiscal Periods

The mortgage industry is subject to current events that occur in the financial services industry including changes to regulations and compliance requirements that result in uncertainty surrounding the actions of states, municipalities and government agencies, including the Consumer Financial Protection Bureau (CFPB) and Federal Housing Finance Agency (FHFA). These events can also include changes in economic indicators, interest rates, price competition, geographic shifts, disposable income, housing prices, market liquidity, market anticipation, environmental conditions, such as hurricanes and floods, and customer perception, as well as others. The factors that affect the industry change rapidly and can be unforeseeable making it difficult to predict and manage an operation in the financial services industry.

Current events can diminish the relevance of "quarter over quarter" and "year-to-date over year-to-date" comparisons of financial information. In such instances, we attempt to present financial information in Management's Discussion and Analysis of Financial Condition and Results of Operations that is the most relevant to our financial information.

Selected Financial Results

	For the Three Months Ended		
	March 31, 2018	December 31, 2017	March 31, 2017
Revenues:			
Gain on sale of loans, net	$ 21,482	$ 19,545	$ 37,319
Servicing fees, net	9,463	8,327	7,320
Gain (loss) on mortgage servicing rights, net	7,705	(17,721)	(977)
Real estate services fees, net	1,385	1,364	1,633
Other	90	140	47
Total revenues	40,125	11,655	45,342
Expenses:			
Personnel expense	17,742	20,294	24,919
Business promotion	9,731	9,532	10,231
General, administrative and other	8,275	12,931	8,023
Accretion of contingent consideration	—	109	845
Change in fair value of contingent consideration	—	(2,273)	539
Total expenses	35,748	40,593	44,557
Operating income (loss):	4,377	(28,938)	785
Other income (expense):			
Net interest income	1,020	1,253	446
Change in fair value of long-term debt	1,224	(292)	(2,497)
Change in fair value of net trust assets	(2,138)	(365)	6,319
Total other income	106	596	4,268
Net earnings (loss) before income taxes	4,483	(28,342)	5,053
Income tax expense	610	16,563	426
Net earnings (loss)	$ 3,873	$ (44,905)	$ 4,627
Other comprehensive earnings:			
Change in fair value of instrument specific credit risk	(1,440)	—	—
Total comprehensive earnings	$ 2,433	$ (44,905)	$ 4,627
Diluted weighted average common shares	21,102	20,949	17,422
Diluted earnings per share	$ 0.18	$ (2.14)	$ 0.29

Status of Operations

Summary Highlights

- Mortgage servicing portfolio increased to $16.8 billion at March 31, 2018 from $16.3 billion at December 31, 2017 and $13.2 billion at March 31, 2017.
- Servicing fees, net increased to $9.5 million for the three months ended March 31, 2018 from $8.3 million for the three months ended December 31, 2017 and $7.3 million for the three months ended March 31, 2017.
- NonQM mortgage origination volumes increased to $248.2 million in the first quarter of 2018 from $235.0 million in the fourth quarter of 2017 and $184.3 million in the first quarter of 2017.
- Mortgage servicing rights (MSRs) increased to $174.1 million at March 31, 2018 as compared to $154.4 million at December 31, 2017 and $141.6 million at March 31, 2017.

For the first quarter of 2018, we reported net earnings of $3.9 million, or $0.18 per diluted common share, as compared to net earnings of $4.6 million, or $0.29 per diluted common share, for the first quarter of 2017. For the first quarter of 2018, adjusted operating income (loss) (as defined below) was $4.4 million, or $0.21 per diluted common share, as compared to $2.2 million, or $0.12 per diluted common share, for the first quarter of 2017.

Net earnings primarily decreased due to a decline in gain on sale of loans revenue as a result of a decrease in origination volumes as well as a decline in margins. Gain on sale margins decreased by 73 basis point (bps) to 163 bps in the first quarter of 2018, as compared to 236 bps in the first quarter of 2017 reflecting the margin compression resulting from the historically low interest rate environment, in which the Company was able to generate significantly larger volume with wide gain on sale margins. Despite the decline in net earnings as compared to the first quarter of 2017, adjusted operating income (loss) increased as a result of the change in estimated fair value of MSRs and a decline in operating expenses.

Operating income (loss), excluding the changes in contingent consideration (adjusted operating income (loss)), which is not considered an accounting principle generally accepted in the United States of America (non-GAAP) financial measurement; see the discussion and reconciliation on non-GAAP financial measures below.

Net earnings (loss) include fair value adjustments for changes in the contingent consideration (which ended in December 2017), long-term debt and net trust assets. The contingent consideration is related to the CashCall Mortgage (CCM) acquisition transaction, while the other fair value adjustments are related to our legacy portfolio. These fair value adjustments are non-cash items and are not related to current operating results. Although we are required to record change in fair value and accretion of the contingent consideration, management believes operating income excluding contingent consideration changes and the related accretion is more useful to discuss our ongoing and future operations.

We calculate adjusted operating (loss) income excluding changes in contingent consideration and operating (loss) income excluding changes in contingent consideration per share as performance measures, which are considered non-GAAP financial measures, to further aid our investors in understanding and analyzing our core operating results and comparing them among periods. Operating income (loss) excluding changes in contingent consideration and operating (loss) income excluding changes in contingent consideration per share exclude certain items that we do not consider part of our core operating results. These non-GAAP financial measures are not intended to be considered in isolation or as a substitute for net earnings before income taxes, net earnings or diluted earnings per share (EPS) prepared in accordance with GAAP. The table below shows operating income excluding these items:

	For the Three Months Ended		
	March 31, 2018	December 31, 2017	March 31, 2017
Net earnings (loss):	$ 3,873	$ (44,905)	$ 4,627
Total other (income) expense	(106)	(596)	(4,268)
Income tax expense	610	16,563	426
Operating income (loss):	$ 4,377	$ (28,938)	$ 785
Accretion of contingent consideration	—	109	845
Change in fair value of contingent consideration	—	(2,273)	539
Adjusted operating income (loss)	$ 4,377	$ (31,102)	$ 2,169
Diluted weighted average common shares	21,102	20,949	17,422
Diluted adjusted operating income (loss) per share	$ 0.21	$ (1.48)	$ 0.12
Diluted earnings (loss) per share	$ 0.18	$ (2.14)	$ 0.29
Adjustments:			
Total other (income) expense (1)	(0.01)	(0.03)	(0.27)
Income tax expense	0.04	0.79	0.02
Accretion of contingent consideration	—	0.01	0.05
Change in fair value of contingent consideration	—	(0.11)	0.03
Diluted adjusted operating income (loss) per share	$ 0.21	$ (1.48)	$ 0.12

(1) Except for when anti-dilutive, convertible debt interest expense, net of tax, is included for calculating diluted earnings per share (EPS) and is excluded for purposes of reconciling GAAP diluted EPS to non-GAAP diluted adjusted operating income (loss) per share.

Originations

	For the Three Months Ended				
(in millions)	**March 31, 2018**	**December 31, 2017**	**% Change**	**March 31, 2017**	**% Change**
Retail	$ 631.1	$ 932.3	(32)%	$ 1,066.2	(41)%
Correspondent	479.6	467.0	3	271.2	77
Wholesale	209.4	254.5	(18)	242.6	(14)
Total originations	$ 1,320.1	$ 1,653.8	(20)	$ 1,580.0	(16)

During the first quarter of 2018, total originations decreased 20% to $1.3 billion as compared to $1.7 billion in the fourth quarter of 2017 and decreased 16% as compared to $1.6 billion in the first quarter of 2017. The decrease in originations from the fourth and first quarters of 2017 was a result of higher interest rates. From January 2017 through the first quarter of 2018, interest rates have increased 100 bps from the historically low interest rate environment the previous years, causing a sharp drop in refinance volume.

Our loan products primarily include conventional loans eligible for sale to Fannie Mae and Freddie Mac, loans eligible for government insurance (government loans) by the Federal Housing Administration (FHA), Veterans Affairs (VA), United States Department of Agriculture (USDA) and also NonQM mortgages.

Originations by Loan Type:

	For the Three Months Ended March 31,	
(in millions)	**2018**	**2017**
Conventional	$ 520.1	$ 967.3
Government (1)	551.8	428.4
NonQM	248.2	184.3
Total originations	$ 1,320.1	$ 1,580.0

(1) Includes all government-insured loans including FHA, VA and USDA.

During the first quarter of 2018, the origination volume of NonQM loans increased to $248.2 million, as compared to $235.0 million in the fourth quarter of 2017 and $184.3 million in the first quarter of 2017. In the first quarter of 2018, the retail channel accounted for 23% of NonQM originations while the wholesale and correspondent channels accounted for 77% of NonQM production. In the fourth quarter of 2017, the retail channel accounted for just 27% of NonQM originations, while the wholesale and correspondent channels accounted for 73% of NonQM production. The NonQM loans originated since 2016 have all been sold on a servicing released basis.

We continue to believe there is an underserved mortgage market for borrowers with good credit who may not meet the qualified mortgage (QM) guidelines set out by the Consumer Financial Protection Bureau (CFPB). NonQM borrowers generally have a good credit history but income documentation that does not allow them to qualify for an agency loan, such as a self-employed borrower. We have established strict lending guidelines, including determining the prospective borrowers' ability to repay the mortgage, which we believe will keep delinquencies and foreclosures at acceptable levels. We continue to refine our guidelines to expand our reach to the underserved market of credit worthy borrowers who can fully document and substantiate an ability to repay mortgage loans, but unable to obtain financing through traditional programs (QM loans), for example self-employed borrowers.

We have established investor relationships for these products that provide us with an exit strategy for these nonconforming loans. In the first quarter of 2018, our NonQM origination volume was $248.2 million with an average FICO of 720 and a weighted average LTV of 66%.

Originations by Purpose:

(in millions)	For the Three Months Ended March 31, 2018	%	2017	%
Refinance	$ 878.4	67 %	$ 1,244.4	79 %
Purchase	441.7	33	335.6	21
Total originations	$ 1,320.1	100	$ 1,580.0	100

During the first quarter of 2018, refinance volume decreased approximately 29% to $878.4 million as compared to $1.2 billion in the first quarter of 2017 as a result of rising interest rates throughout 2017 and continuing in the first quarter of 2018. Despite the 16% decrease in origination volumes during the first quarter of 2018, purchase money transactions increased 32% to $441.7 million as compared to $335.6 million in the first quarter of 2017.

Mortgage servicing portfolio

(in millions)	March 31, 2018	December 31, 2017	% Change	March 31, 2017	% Change
Mortgage servicing portfolio	$ 16,751.8	$ 16,330.1	3 %	$ 13,241.9	27 %

The mortgage servicing portfolio increased to $16.8 billion at March 31, 2018 as compared to $16.3 billion at December 31, 2017 and $13.2 billion at March 31, 2017. During 2018, we have continued with our strategy of growing the mortgage servicing portfolio. During the three months ended March 31, 2018, the mortgage servicing portfolio increased due to servicing retained loan sales of $974.7 million in unpaid principal balance (UPB). As a result, the UPB of our mortgage servicing portfolio increased 27% to $16.8 billion as of March 31, 2018 from March 31, 2017. The servicing portfolio generated net servicing income of $9.5 million in the first quarter of 2018, a 29% increase over the net servicing fees of $7.3 million in the first quarter of 2017. Delinquencies within the servicing portfolio have decreased slightly and remain low at 0.72% for 60+ days delinquent as of March 31, 2018 as compared to 0.81% as of December 31, 2017. With the acquisition of MSRs in the second quarter of 2017, we added Specialized Loan Servicing LLC as a subservicer in addition to our current subservicer LoanCare, LLC.

The following table includes information about our mortgage servicing portfolio:

(in millions)	At March 31, 2018	% 60+ days delinquent (1)	At December 31, 2017	% 60+ days delinquent (1)
Fannie Mae	$ 7,269.2	0.21 %	$ 7,518.2	0.32 %
Freddie Mac	6,133.9	0.22	5,975.3	0.29
Ginnie Mae	3,346.7	2.48	2,834.7	2.90
Other	2.0	16.67	1.9	16.67
Total servicing portfolio	$ 16,751.8	0.72	$ 16,330.1	0.81

(1) Based on loan count.

During the three months ended March 31, 2018, our warehouse borrowing capacity increased from $960.0 million to $1.1 billion. In addition to funding our mortgage loan originations, we also used a portion of our warehouse borrowing capacity to provide re-warehouse facilities to our customers, correspondent sellers and other small mortgage banking companies represented as finance receivables on the consolidated balance sheets. The outstanding balance of finance receivables decreased to $27.0 million at March 31, 2018 as compared to $41.8 million at December 31, 2017. The warehouse lending division funding volumes decreased to $165.7 million during the first quarter of 2018 as compared to $183.6 million for the first quarter of 2017. By leveraging our re-warehousing division, our strategy is to increase the capture rate of our approved correspondent sellers business as well as expand our active customer base to include new customers seeking warehouse lines.

For the first quarter of 2018, real estate services fees were $1.4 million as compared to $1.4 million in the fourth quarter of 2017 and $1.6 million in the first quarter of 2017. Most of our real estate services business is generated from our long-term mortgage portfolio, as the long-term mortgage portfolio continues to decline, we expect real estate services and the related revenues to decline.

In our long-term mortgage portfolio, the residual interests generated cash flows of $1.8 million in the first quarter of 2018 as compared to $1.7 million in the fourth quarter of 2017 and $5.1 million in the first quarter of 2017. The estimated fair value of the net residual interests decreased $1.7 million in the first quarter of 2018 to $15.6 million at March 31, 2018, as a result of an increase in forward LIBOR as well as residual cash flows received partially offset by an improvement in performance from certain trusts.

For additional information regarding the long-term mortgage portfolio refer to Financial Condition and Results of Operations below.

Liquidity and Capital Resources

During the three months ended March 31, 2018, we funded our operations primarily from mortgage lending revenues and to a lesser extent real estate services fees and cash flows from our residual interests in securitizations. Mortgage lending revenues include gains on sale of loans, net, and other mortgage related income, and real estate services fees including portfolio loss mitigation fees primarily generated from our long-term mortgage portfolio. Additionally, we funded mortgage loan originations using warehouse facilities which are repaid once the loan is sold. We may continue to manage our capital through the financing or sale of mortgage servicing rights. We may also seek to raise capital by issuing debt or equity, including offering shares through the "At-the-Market" offering (ATM) program we initiated in 2015.

On August 17, 2017, IMC (Borrower), issued a Line of Credit Promissory Note with a lender providing for a revolving line of credit of $30.0 million (Freddie Mac Financing). The Borrower is able to borrow up to 55% of the fair market value of Freddie Mac pledged mortgage servicing rights. In February 2018, the maximum borrowing capacity of the revolving line of credit was increased to $50.0 million and the term was extended to January 31, 2019. Interest payments are payable monthly and accrue interest at the rate per annum equal to LIBOR plus 4.0% and the balance of the obligation may be prepaid at any time. The obligations under the Freddie Mac Financing are secured by Freddie Mac pledged mortgage servicing rights and Integrated Real Estate Services, Corp. is a guarantor. At March 31, 2018, $30.0 million was outstanding under the Freddie Mac Financing and was secured by $65.7 million of mortgage servicing rights.

In February 2017, we entered into a Loan and Security Agreement (Agreement) with a lender providing for a revolving loan commitment of up to $40.0 million for a period of two years (Fannie Mae Financing) to finance MSRs. We are able to borrow up to 55% of the fair market value of Fannie Mae pledged servicing rights. Upon the two year anniversary of the Agreement, any amounts outstanding will automatically be converted into a term loan due and payable in full on the one year anniversary of the conversion date. Interest payments are payable monthly and accrue interest at the rate per annum equal to one-month LIBOR plus 4.0%. The balance of the obligation may be prepaid at any time. At March 31, 2018, the outstanding balance of the Fannie Mae Financing was $15.0 million and was secured by $71.4 million of mortgage servicing rights.

During 2018, with the earn-out ending on December 31, 2017, we paid the remaining $554 thousand in contingent consideration payments related to the CCM acquisition for the fourth quarter of 2017.

Our results of operations and liquidity are materially affected by conditions in the markets for mortgages and mortgage-related assets, as well as the broader financial markets and the general economy. Concerns over economic recession, geopolitical issues, unemployment, the availability and cost of financing, the mortgage market and real estate market conditions contribute to increased volatility and diminished expectations for the economy and markets. Volatility and uncertainty in the marketplace may make it more difficult for us to obtain financing or raise capital on favorable terms or at all. Our operations and profitability may be adversely affected if we are unable to obtain cost-effective financing.

It is important for us to sell or securitize the loans we originate and, when doing so, maintain the option to also sell the related MSRs associated with these loans. Some investors of ours have raised concerns about the high prepayment speeds of our loans and this has resulted and could further result in adverse pricing or delays in our ability to sell or securitize loans and related MSRs on a timely and profitable basis. In the fourth quarter of 2017, we expanded our investor base for loans eligible for sale to Fannie Mae to include additional whole loan investors. In the first and second quarters of 2018, we successfully completed servicing released loan sales to these investors and expect to continue to utilize this alternative exit strategy for Fannie Mae eligible loans. We remain an approved Seller and Servicer in good standing with Fannie Mae.

We believe that current cash balances, cash flows from our mortgage lending operations, the sale of mortgage servicing rights, real estate services fees generated from our long-term mortgage portfolio, and residual interest cash flows from our long-term mortgage portfolio are adequate for our current operating needs. We believe the mortgage and real estate services market is volatile, highly competitive and subject to increased regulation. Competition in mortgage lending comes primarily from mortgage bankers, commercial banks, credit unions and other finance companies which operate in our market area as well as throughout the United States. We compete for loans principally on the basis of the interest rates and loan fees we charge, the types of loans we originate and the quality of services we provide to borrowers, brokers and sellers. Additionally, performance of the long-term mortgage portfolio is subject to the current real estate market and economic conditions. Cash flows from our residual interests in securitizations are sensitive to delinquencies, defaults and credit losses associated with the securitized loans. Losses in excess of current estimates will reduce the residual interest cash receipts from our long-term mortgage portfolio.

While we continue to pay our obligations as they become due, the ability to continue to meet our current and long-term obligations is dependent upon many factors, particularly our ability to successfully operate our mortgage lending segment, real estate services segment and realizing cash flows from the long-term mortgage portfolio. Our future financial performance and profitability are dependent in large part upon the ability to expand our mortgage lending platform successfully.

Critical Accounting Policies

We define critical accounting policies as those that are important to the portrayal of our financial condition and results of operations. Our critical accounting policies require management to make difficult and complex judgments that rely on estimates about the effect of matters that are inherently uncertain due to the effect of changing market conditions and/or consumer behavior. In determining which accounting policies meet this definition, we considered our policies with respect to the valuation of our assets and liabilities and estimates and assumptions used in determining those valuations. We believe the most critical accounting issues that require the most complex and difficult judgments and that are particularly susceptible to significant change to our financial condition and results of operations include those issues included in Management's Discussion and Analysis of Results of Operations in IMH's report on Form 10-K for the year ended December 31, 2017. Such policies have not changed during 2018.

Financial Condition and Results of Operations

Financial Condition

As of March 31, 2018 compared to December 31, 2017

The following table shows the condensed consolidated balance sheets for the following periods:

	March 31, 2018	December 31, 2017	Increase (Decrease)	% Change
ASSETS				
Cash	$ 29,485	$ 33,223	$ (3,738)	(11)%
Restricted cash	5,704	5,876	(172)	(3)
Mortgage loans held-for-sale	655,506	568,781	86,725	15
Finance receivables	26,989	41,777	(14,788)	(35)
Mortgage servicing rights	174,067	154,405	19,662	13
Securitized mortgage trust assets	3,524,053	3,670,550	(146,497)	(4)
Goodwill	104,587	104,587	—	—
Intangibles, net	20,532	21,582	(1,050)	(5)
Loans eligible for repurchase from Ginnie Mae	54,632	47,697	6,935	15
Other assets	27,379	33,222	(5,843)	(18)
Total assets	$ 4,622,934	$ 4,681,700	$ (58,766)	(1)%
LIABILITIES & EQUITY				
Warehouse borrowings	$ 650,342	$ 575,363	$ 74,979	13 %
MSR financings	45,000	35,133	9,867	n/a
Convertible notes	24,977	24,974	3	0
Contingent consideration	—	554	(554)	(100)
Long-term debt (Par value; $62,000)	45,337	44,982	355	1
Securitized mortgage trust liabilities	3,508,477	3,653,265	(144,788)	(4)
Liability for loans eligible for repurchase from Ginnie Mae	54,632	47,697	6,935	15
Repurchase reserve	5,452	6,020	(568)	(9)
Other liabilities	28,518	28,565	(47)	(0)
Total liabilities	4,362,735	4,416,553	(53,818)	(1)
Total equity	260,199	265,147	(4,948)	(2)
Total liabilities and stockholders' equity	$ 4,622,934	$ 4,681,700	$ (58,766)	(1)%
Book value per share	$ 12.42	12.66	(0.24)	(2)%

At March 31, 2018, cash decreased $3.7 million from $33.2 million at December 31, 2017. Cash balances decreased primarily due to the payment of operating expenses, $3.0 million increase in warehouse haircuts (difference between loan balance funded and amount advanced by warehouse lender) associated with the increase in mortgage loans held-for-sale (LHFS) and a $554 thousand earn-out payments to CashCall Inc. based upon CCM earnings for the fourth quarter of 2017. Partially offsetting the decrease in cash was $9.9 million in net borrowings under the MSR financing facilities and $1.8 million in residual cash flows.

LHFS increased $86.7 million to $655.5 million at March 31, 2018 as compared to $568.8 million at December 31, 2017. The increase was due to $1.3 billion in originations during the first quarter of 2018 partially offset by $1.2 billion in loan sales. As a normal course of our origination and sales cycle, loans held-for-sale at the end of any period are generally sold within one or two subsequent months.

Finance receivables decreased $14.8 million to $27.0 million at March 31, 2018 as compared to $41.8 million at December 31, 2017. The decrease was primarily due to $165.7 million in fundings offset by $179.9 million in settlements during the quarter ended March 31, 2018.

MSRs increased $19.7 million to $174.1 million at March 31, 2018 as compared to $154.4 million at December 31, 2017. The increase was due to servicing retained loan sales of $974.7 million in UPB as well as a mark-to-market increase in fair value of $9.2 million. At March 31, 2018, we serviced $16.8 billion in UPB for others as compared to $16.3 billion at December 31, 2017.

As part of the CCM acquisition, we recorded goodwill of $104.6 million, which is evaluated on a quarterly basis for impairment. Prior to the fourth quarter of 2017, the estimated fair value of CCM substantially exceeded its carrying value. As of December 31, 2017 and March 31, 2018, the estimated fair value of CCM did not substantially exceed its carrying value. The significant assumptions in the assessment include expected future origination levels and expected future gain on sale margins. CCM is a consumer direct call center that provides residential mortgages. Given that the mortgage industry often fluctuates with prevailing interest rates, the mortgage origination market is inherent with uncertainty. In addition, the ongoing dynamic mortgage compliance landscape contributes to the uncertainty of the mortgage market. Each of these factors can have an affect on expected mortgage origination volumes as well as the gain on sale margins which generally tend to follow origination volumes, more originations means higher margins, lower originations mean lower margins. Given the macroeconomic environment that exists today, it is difficult to predict volumes and margins into the future. If our assumptions are not correct, it is possible that an assessment of the estimated fair value of CCM will not exceed its carrying value in the future, in which case impairment of goodwill will be recorded.

Warehouse borrowings increased $75.0 million to $650.3 million at March 31, 2018 as compared to $575.4 million at December 31, 2017. The increase was due to an increase in LHFS at March 31, 2018. We increased our total borrowing capacity to $1.1 billion from $960.0 million at December 31, 2017.

We have separate Agreements with two lenders providing for MSR financing facilities of up to $50.0 million and $40.0 million. The $50.0 million facility allows us to borrow up to 55% of the fair market value of Freddie Mac pledged mortgage servicing rights. The $40.0 million facility allows us to borrow up to 55% of the fair market value of Fannie Mae pledged mortgage servicing rights. At March 31, 2018, the balance outstanding on the Freddie Mac and Fannie Mae facilities was $30.0 million and $15.0 million, respectively.

The changes in total assets and liabilities, at fair market value, are primarily attributable to decreases in our trust assets and trust liabilities as summarized below.

	March 31, 2018	December 31, 2017	Increase (Decrease)	% Change
Securitized mortgage collateral	$ 3,513,901	$ 3,662,008	$ (148,107)	(4)%
Other trust assets	10,152	8,542	1,610	19
Total trust assets	3,524,053	3,670,550	(146,497)	(4)
Securitized mortgage borrowings	$ 3,508,477	$ 3,653,265	$ (144,788)	(4)%
Total trust liabilities	3,508,477	3,653,265	(144,788)	(4)
Residual interests in securitizations	$ 15,576	$ 17,285	$ (1,709)	(10)%

We receive cash flows from our residual interests in securitizations to the extent they are available after required distributions to bondholders and maintaining specified overcollateralization levels and other specified parameters (such as maximum delinquency and cumulative default) within the trusts. The estimated fair value of the residual interests, represented by the difference in the fair value of total trust assets and total trust liabilities, was $15.6 million at March 31, 2018 as compared to $17.3 million at December 31, 2017.

We update our collateral assumptions quarterly based on recent delinquency, default, prepayment and loss experience. Additionally, we update the forward interest rates and investor yield (discount rate) assumptions based on information derived from market participants. During the three months ended March 31, 2018, actual losses were relatively flat and were in line with forecasted losses for the majority of trusts with residual value. Principal payments and liquidations of securitized mortgage collateral and securitized mortgage borrowings also contributed to the reduction in trust assets and liabilities. The decrease in residual fair value at March 31, 2018 was the result of an increase in forward LIBOR as well as in increase in residual cash flows during the quarter.

- The estimated fair value of securitized mortgage collateral decreased $148.1 million during the three months ended March 31, 2018, primarily due to reductions in principal from borrower payments and transfers of loans to Real Estate Owned (REO) for single-family and multi-family collateral. Additionally, other trust assets increased $1.6 million during the three months ended March 31, 2018, primarily due to an increase of $4.8 million in REO from foreclosures and a $2.2 million increase in the net realizable value (NRV) of REO. Partially offsetting the increase was REO liquidations of $5.4 million.

- The estimated fair value of securitized mortgage borrowings decreased $144.8 million during the three months ended March 31, 2018, primarily due to reductions in principal balances from principal payments during the period for single-family and multi-family collateral as well as a decrease in loss assumptions.

To estimate fair value of the assets and liabilities within the securitization trusts each reporting period, management uses an industry standard valuation and analytical model that is updated monthly with current collateral, real estate, derivative, bond and cost (servicer, trustee, etc.) information for each securitization trust. We employ an internal process to validate the accuracy of the model as well as the data within this model. We use the valuation model to generate the expected cash flows to be collected from the trust assets and the expected required bondholder distribution (trust liabilities). To the extent that the trusts are over collateralized, we may receive the excess interest as the holder of the residual interest. The information above provides us with the future expected cash flows for the securitized mortgage collateral, real estate owned, securitized mortgage borrowings, derivative assets/liabilities, and the residual interests.

To determine the discount rates to apply to these cash flows, we gather information from the bond pricing services and other market participants regarding estimated investor required yields for each bond tranche. Based on that information and the collateral type and vintage, we determine an acceptable range of expected yields an investor would require including an appropriate risk premium for each bond tranche. We use the blended yield of the bond tranches together with the residual interests to determine an appropriate yield for the securitized mortgage collateral in each securitization.

The following table presents changes in the trust assets and trust liabilities for the three months ended March 31, 2018:

				TRUST LIABILITIES	
	Level 3 Recurring Fair Value Measurement	NRV (1)		Level 3 Recurring Fair Value Measurement	
	Securitized mortgage collateral	Real estate owned	Total trust assets	Securitized mortgage borrowings	Net trust assets
Recorded book value at December 31, 2017	**$ 3,662,008**	**$ 8,542**	**$ 3,670,550**	**$ (3,653,265)**	**$ 17,285**
Total gains/(losses) included in earnings:					
Interest income	5,688	—	5,688	—	5,688
Interest expense	—	—	—	(20,080)	(20,080)
Change in FV of net trust assets, excluding REO (2)	(32,755)	—	(32,755)	28,424	(4,331)
Gains from REO – not at FV but at NRV (2)	—	2,193	2,193	—	2,193
Total gains (losses) included in earnings	(27,067)	2,193	(24,874)	8,344	(16,530)
Transfers in and/or out of level 3	—	—	—	—	—
Purchases, issuances and settlements	(121,040)	(583)	(121,623)	136,444	14,821
Recorded book value at March 31, 2018	**$ 3,513,901**	**$ 10,152**	**$ 3,524,053**	**$ (3,508,477)**	**$ 15,576**

(1) Accounted for at net realizable value.
(2) Represents change in fair value of net trust assets, including trust REO (losses) gains in the consolidated statements of operations for the three months ended March 31, 2018.

Inclusive of gains from REO, total trust assets above reflect a net loss of $30.6 million for the three months ended March 31, 2018 as a result of a decrease in fair value from securitized mortgage collateral of $32.8 million partially offset by gains from REO of $2.2 million. Net gains on trust liabilities were $28.4 million from the decrease in fair value of securitized mortgage borrowings. As a result, non-interest income—net trust assets totaled a decrease of $2.1 million for the three months ended March 31, 2018.

The table below reflects the net trust assets as a percentage of total trust assets (residual interests in securitizations):

	March 31, 2018	December 31, 2017
Net trust assets	$ 15,576	$ 17,285
Total trust assets	3,524,053	3,670,550
Net trust assets as a percentage of total trust assets	0.44 %	0.47 %

For the three months ended March 31, 2018, the estimated fair value of the net trust assets decreased slightly as a percentage of total trust assets. The decrease was primarily due to an increase in forward LIBOR as well as cash received.

Since the consolidated and unconsolidated securitization trusts are nonrecourse to us, our economic risk is limited to our residual interests in these securitization trusts. Therefore, in the following table we have netted trust assets and trust liabilities to present these residual interests more simply. Our residual interests in securitizations are segregated between our single-family (SF) residential and multi-family (MF) residential portfolios and are represented by the difference between trust assets and trust liabilities.

The following tables present the estimated fair value of our residual interests, by securitization vintage year, and other related assumptions used to derive these values at March 31, 2018 and December 31, 2017:

	Estimated Fair Value of Residual Interests by Vintage Year at March 31, 2018			Estimated Fair Value of Residual Interests by Vintage Year at December 31, 2017		
Origination Year	**SF**	**MF**	**Total**	**SF**	**MF**	**Total**
2002-2003 (1)	$ 8,168	$ 646	$ 8,814	$ 8,311	$ 663	$ 8,974
2004	1,764	737	2,501	2,041	970	3,011
2005	13	8	21	54	85	139
2006	—	4,240	4,240	—	5,161	5,161
Total	**$ 9,945**	**$ 5,631**	**$ 15,576**	**$ 10,406**	**$ 6,879**	**$ 17,285**
Weighted avg. prepayment rate	8.0 %	7.6 %	7.9 %	8.0 %	7.2 %	7.9 %
Weighted avg. discount rate	16.8 %	18.0 %	17.2 %	17.0 %	18.0 %	17.4 %

(1) 2002-2003 vintage year includes CMO 2007-A, since the majority of the mortgages collateralized in this securitization were originated during this period.

We utilize a number of assumptions to value securitized mortgage collateral, securitized mortgage borrowings and residual interests. These assumptions include estimated collateral default rates and loss severities (credit losses), collateral prepayment rates, forward interest rates and investor yields (discount rates). We use the same collateral assumptions for securitized mortgage collateral and securitized mortgage borrowings as the collateral assumptions determine collateral cash flows which are used to pay interest and principal for securitized mortgage borrowings and excess spread, if any, to the residual interests. However, we use different investor yield (discount rate) assumptions for securitized mortgage collateral and securitized mortgage borrowings and the discount rate used for residual interests based on underlying collateral characteristics, vintage year, assumed risk and market participant assumptions. The increase in the estimated fair value of the 2006 multi-family residual interests was due to a reduction in future loss assumptions and recoveries within certain trusts.

The table below reflects the estimated future credit losses and investor yield requirements for trust assets by product (SF and MF) and securitization vintage at March 31, 2018:

	Estimated Future Losses (1)		Investor Yield Requirement (2)	
	SF	MF	SF	MF
2002-2003	5 %	* (3)	6 %	7 %
2004	6	* (3)	5	5
2005	8	* (3)	4	4
2006	15	* (3)	5	4
2007	8	* (3)	6	3

(1) Estimated future losses derived by dividing future projected losses by UPB at March 31, 2018.
(2) Investor yield requirements represent our estimate of the yield third-party market participants would require to price our trust assets and liabilities given our prepayment, credit loss and forward interest rate assumptions.
(3) Represents less than 1%.

Despite the increase in housing prices through March 31, 2018, housing prices in many parts of the country are still at levels which have significantly reduced or eliminated equity for loans originated after 2003. Future loss estimates are significantly higher for mortgage loans included in securitization vintages after 2005 which reflect severe home price deterioration and defaults experienced with mortgages originated during these periods.

Long-Term Mortgage Portfolio Credit Quality

We use the Mortgage Bankers Association (MBA) method to define delinquency as a contractually required payment being 30 or more days past due. We measure delinquencies from the date of the last payment due date in which a payment was received. Delinquencies for loans 60 days delinquent or greater, foreclosures and delinquent bankruptcies were $797.1 million or 19.2% of the long-term mortgage portfolio as of March 31, 2018 as compared to $821.8 million or 19.1% at December 31, 2017.

The following table summarizes the gross UPB of loans in our mortgage portfolio, included in securitized mortgage collateral, that were 60 or more days delinquent (utilizing the MBA method) as of the periods indicated:

Securitized mortgage collateral	March 31, 2018	Total Collateral	December 31, 2017	Total Collateral
60 - 89 days delinquent	$ 97,513	2.3 %	$ 112,188	2.6 %
90 or more days delinquent	332,295	8.0	336,525	7.8
Foreclosures (1)	170,309	4.1	174,871	4.1
Delinquent bankruptcies (2)	197,030	4.7	198,212	4.6
Total 60 or more days delinquent	$ 797,147	19.2	$ 821,796	19.1
Total collateral	$ 4,154,084	100.0	$ 4,301,316	100.0

(1) Represents properties in the process of foreclosure.
(2) Represents bankruptcies that are 30 days or more delinquent.

The following table summarizes the gross securitized mortgage collateral and REO at NRV, that were non-performing as of the dates indicated (excludes 60-89 days delinquent):

	March 31, 2018	Total Collateral %	December 31, 2017	Total Collateral %
90 or more days delinquent, foreclosures and delinquent bankruptcies	$ 699,634	16.8 %	$ 709,608	16.5 %
Real estate owned	10,152	0.2	8,542	0.2
Total non-performing assets	$ 709,786	17.0	$ 718,150	16.7

Non-performing assets consist of non-performing loans (mortgages that are 90 or more days delinquent, including loans in foreclosure and delinquent bankruptcies) plus REO. It is our policy to place a mortgage on nonaccrual status when it becomes 90 days delinquent and to reverse from revenue any accrued interest, except for interest income on securitized mortgage collateral when the scheduled payment is received from the servicer. The servicers are required to advance principal and interest on loans within the securitization trusts to the extent the advances are considered recoverable. IFC, a subsidiary of IMH and master servicer, may be required to advance funds, or in most cases cause the loan servicers to advance funds, to cover principal and interest payments not received from borrowers depending on the status of their mortgages. As of March 31, 2018, non-performing assets (UPB of loans 90 or more days delinquent, foreclosures and delinquent bankruptcies plus REO) as a percentage of the total collateral was 17.0%. At December 31, 2017, non-performing assets to total collateral was 16.7%. Non-performing assets decreased by approximately $8.4 million at March 31, 2018 as compared to December 31, 2017. At March 31, 2018, the estimated fair value of non-performing assets (representing the fair value of loans 90 or more days delinquent, foreclosures and delinquent bankruptcies plus REO) was $197.6 million or 4.3% of total assets. At December 31, 2017, the estimated fair value of non-performing assets was $212.7 million or 4.5% of total assets.

REO, which consists of residential real estate acquired in satisfaction of loans, is carried at the lower of cost or net realizable value less estimated selling costs. Adjustments to the loan carrying value required at the time of foreclosure are included in the change in the fair value of net trust assets. Changes in our estimates of net realizable value subsequent to the time of foreclosure and through the time of ultimate disposition are recorded as change in fair value of net trust assets including trust REO gains (losses) in the consolidated statements of operations.

For the three months ended March 31, 2018 and 2017, we recorded an increases in net realizable value of REO in the amount of $2.2 million and $1.5 million, respectively. Increases of the net realizable value reflect increases in value of the REO subsequent to foreclosure date, but prior to the date of sale.

The following table presents the balances of REO:

	March 31, 2018	December 31, 2017
REO	$ 14,936	$ 15,519
Impairment (1)	(4,784)	(6,977)
Total	$ 10,152	$ 8,542

(1) Impairment represents the cumulative write-downs of net realizable value subsequent to foreclosure.

In calculating the cash flows to assess the fair value of the securitized mortgage collateral, we estimate the future losses embedded in our loan portfolio. In evaluating the adequacy of these losses, management takes many factors into consideration. For instance, a detailed analysis of historical loan performance data is accumulated and reviewed. This data is analyzed for loss performance and prepayment performance by product type, origination year and securitization issuance. The data is also broken down by collection status. Our estimate of losses for these loans is developed by estimating both the rate of default of the loans and the amount of loss severity in the event of default. The rate of default is assigned to the loans based on their attributes (*e.g.*, original loan-to-value, borrower credit score, documentation type, geographic location, etc.) and collection status. The rate of default is based on analysis of migration of loans from each aging category. The loss severity is determined by estimating the net proceeds from the ultimate sale of the foreclosed property. The results of that analysis are then applied to the current mortgage portfolio and an estimate is created. We believe that pooling of mortgages with similar characteristics is an appropriate methodology in which to evaluate the future loan losses.

Management recognizes that there are qualitative factors that must be taken into consideration when evaluating and measuring losses in the loan portfolios. These items include, but are not limited to, economic indicators that may affect the borrower's ability to pay, changes in value of collateral, political factors, employment and market conditions, competitor's performance, market perception, historical losses, and industry statistics. The assessment for losses is based on delinquency trends and prior loss experience and management's judgment and assumptions regarding various matters, including general economic conditions and loan portfolio composition. Management continually evaluates these assumptions and various relevant factors affecting credit quality and inherent losses.

Results of Operations

For the Three Months Ended March 31, 2018 compared to the Three Months Ended March 31, 2017

	For the Three Months Ended March 31,			
	2018	**2017**	**Increase (Decrease)**	**% Change**
Revenues	$ 40,125	$ 45,342	$ (5,217)	(12)%
Expenses (1)	(35,748)	(44,557)	8,809	20
Net interest income	1,020	446	574	129
Change in fair value of long-term debt	1,224	(2,497)	3,721	149
Change in fair value of net trust assets, including trust REO gains (losses)	(2,138)	6,319	(8,457)	(134)
Income tax expense	(610)	(426)	(184)	(43)
Net earnings	$ 3,873	$ 4,627	$ (754)	(16)
Earnings per share available to common stockholders—basic	$ 0.18	$ 0.29	$ (0.10)	(36)%
Earnings per share available to common stockholders—diluted	$ 0.18	$ 0.29	$ (0.11)	(37)%

(1) Includes changes in contingent consideration liability resulting in expense of $0.5 million for the three months ended March 31, 2017.

Revenues

	For the Three Months Ended March 31,			
	2018	**2017**	**Increase (Decrease)**	**% Change**
Gain on sale of loans, net	$ 21,482	$ 37,319	$ (15,837)	(42)%
Servicing fees, net	9,463	7,320	2,143	29
Gain (loss) on mortgage servicing rights, net	7,705	(977)	8,682	889
Real estate services fees, net	1,385	1,633	(248)	(15)
Other revenues	90	47	43	91
Total revenues	$ 40,125	$ 45,342	$ (5,217)	(12)%

Gain on sale of loans, net. For the three months ended March 31, 2018, gain on sale of loans, net totaled $21.5 million compared to $37.3 million in the comparable 2017 period. The $15.8 million decrease is primarily due to a $10.1 million increase in mark-to-market loses on LHFS, an $8.9 million decrease in premiums from the sale of mortgage loans, a $1.6 million decrease in premiums from servicing retained loan sales, a $3.2 million increase in direct loan origination expenses and a $2.0 million increase in provision for repurchases. Partially offsetting the decrease in gain on sale of loans, net was a $10.0 million increase in realized and unrealized net gains on derivative financial instruments.

The overall decrease in gain on sale of loans, net was primarily due to a 16% decrease in volume as well as a decrease in gain on sale margins. For the three months ended March 31, 2018, we originated and sold $1.3 billion and $1.2 billion of loans, respectively, as compared to $1.6 billion and $1.5 billion of loans originated and sold, respectively, during the same period in 2017. Margins decreased to approximately 163 bps for the three months ended March 31, 2018 as compared to 236 bps for the same period in 2017. The increase in interest rates during the quarter as compared to the first quarter of 2017, as well as an increase in direct origination expenses as a result of an increase in competition for volume were the primary drivers in margin compression.

Servicing fees, net. For the three months ended March 31, 2018, servicing fees, net was $9.5 million compared to $7.3 million in the comparable 2017 period. The increase in servicing fees, net was the result of the servicing portfolio increasing 28% to an average balance of $16.6 billion for the three months ended March 31, 2018 as compared to an average balance of $13.0 billion for the three months ended March 31, 2017. The increase in the average balance of the servicing portfolio is a result of our efforts during the past year to retain servicing. During the three months ended March 31, 2018, we had $974.7 million in servicing retained loan sales.

Gain (loss) on mortgage servicing rights, net.

	For the Three Months Ended March 31,			
	2018	2017	Increase (Decrease)	% Change
Realized and unrealized gains (losses) from hedging instruments	$ (1,473)	$ 559	$ (2,032)	(364)
Loss on sale of mortgage servicing rights	(2)	(414)	412	100
Changes in fair value:				
Due to changes in valuation market rates, inputs or assumptions	16,200	3,108	13,092	421
Other changes in fair value:				
Scheduled principal prepayments	(3,108)	(1,705)	(1,403)	(82)
Voluntary prepayments	(3,912)	(2,525)	(1,387)	(55)
Total changes in fair value	$ 9,180	$ (1,122)	$ 10,302	918
Gain (loss) on mortgage servicing rights, net	$ 7,705	$ (977)	$ 8,682	889

For the three months ended March 31, 2018, gain (loss) on MSRs, net was a gain of $7.7 million compared to a loss of $977 thousand in the comparable 2017 period. For the three months ended March 31, 2018, we recorded an $9.2 million gain from a change in fair value of MSRs primarily the result of mark-to-market changes related to an increase in interest rates resulting in a reduction in prepayment speeds partially offset by an increase in scheduled and voluntary prepayments. Partially offsetting the gain was $1.5 million in realized and unrealized losses from hedging instruments related to MSRs.

Real estate services fees, net. For the three months ended March 31, 2018, real estate services fees, net were $1.4 million compared to $1.6 million in the comparable 2017 period. The $201 thousand decrease was primarily the result of a decrease in transactions related to the decline in the number of loans and the UPB of the long-term mortgage portfolio as compared to 2017.

Expenses

	For the Three Months Ended March 31,			
	2018	2017	Increase (Decrease)	% Change
Personnel expense	$ 17,742	$ 24,919	$ (7,177)	(29)%
Business promotion	9,731	10,231	(500)	(5)
General, administrative and other	8,275	8,023	252	3
Accretion of contingent consideration	—	845	(845)	(100)
Change in fair value of contingent consideration	—	539	(539)	(100)
Total expenses	$ 35,748	$ 44,557	$ (8,809)	(20)%

Total expenses were $35.7 million for the three months ended March 31, 2018, compared to $44.6 million for the comparable period of 2017. Personnel expense decreased $7.2 million to $17.7 million for the three months ended

March 31, 2018. The decrease is primarily related to staff reduction in the first quarter of 2018 as well as a reduction in commission expense due to a decrease in loan originations. As a result of the reduction in loan origination volumes, we continue to reduce overhead to more closely align staffing levels to origination volumes in the current economic environment. As a result of the staff reductions in the first quarter of 2018, average headcount decreased 20% for the first quarter of 2018 as compared to the same period in 2017.

Business promotion decreased $500 thousand to $9.7 million for the three months ended March 31, 2018. During the first quarter of 2018, business promotion decreased as compared to 2017 despite efforts to increase NonQM and purchase money production with the reduction in refinance activity as a result of the increase in interest rates. Our centralized call center purchases leads and promotes its business through radio and television advertisements.

General, administrative and other expenses increased to $8.3 million for the three months ended March 31, 2018, compared to $8.0 million for the same period in 2017. The increase was primarily related to a $640 thousand increase in legal and professional fees associated with defending litigation matters.   Partially offsetting the increase was a $155 thousand decrease in occupancy expense, a $133 thousand decrease in premises and equipment expense and a $100 thousand decrease in other general and administrative expenses.

As part of the acquisition of CCM, we recorded accretion and change in fair value of the contingent consideration liability from the close of the transaction in March 2015 through the end of the earn-out period in December 2017. With the end of the earn-out period in December 2017 and the final contingent consideration payment in the first quarter of 2018, we have no contingent consideration liability.   However, we continue to record goodwill of $104.6 million, and intangible assets, net of $20.5 million. Goodwill is evaluated on a quarterly basis for impairment while the intangible assets are amortized over the useful lives of the various intangible assets.

Net Interest Income (Expense)

We earn net interest income primarily from mortgage assets, which include securitized mortgage collateral, loans held-for-sale and finance receivables, or collectively, “mortgage assets,” and, to a lesser extent, interest income earned on cash and cash equivalents. Interest expense is primarily interest paid on borrowings secured by mortgage assets, which include securitized mortgage borrowings and warehouse borrowings and to a lesser extent, interest expense paid on long-term debt, Convertible Notes, MSR Financing and Term Financing. Interest income and interest expense during the period primarily represents the effective yield, based on the fair value of the trust assets and liabilities.

The following tables summarize average balance, interest and weighted average yield on interest-earning assets and interest-bearing liabilities, for the periods indicated. Cash receipts and payments on derivative instruments hedging interest rate risk related to our securitized mortgage borrowings are not included in the results below. These cash receipts and payments are included as a component of the change in fair value of net trust assets.

	For the Three Months Ended March 31,					
	2018			2017		
	Average Balance	Interest	Yield	Average Balance	Interest	Yield
ASSETS						
Securitized mortgage collateral	$ 3,587,954	$ 43,137	4.81 %	$ 3,962,613	$ 57,921	5.85 %
Mortgage loans held-for-sale	566,684	6,617	4.67	283,314	3,199	4.52
Finance receivables	23,083	382	6.62	28,511	428	6.00
Other	31,597	14	0.18	36,939	36	0.39
Total interest-earning assets	$ 4,209,318	$ 50,150	4.77	$ 4,311,377	$ 61,584	5.71
LIABILITIES						
Securitized mortgage borrowings	$ 3,580,871	$ 40,958	4.58	$ 3,955,136	$ 55,811	5.64 %
Warehouse borrowings (1)	577,962	6,125	4.24	305,035	2,981	3.91
MSR financing facilities	34,047	497	5.84	19,518	242	4.96
Long-term debt	45,159	1,069	9.47	48,626	1,219	10.03
Convertible notes	24,966	471	7.55	24,963	471	7.55
Term financing	—	—	—	13,619	407	11.95
Other	245	10	16.33	570	7	4.91
Total interest-bearing liabilities	$ 4,263,250	$ 49,130	4.61	$ 4,367,467	$ 61,138	5.60
Net Interest Spread (2)		$ 1,020	0.16 %		$ 446	0.11 %
Net Interest Margin (3)			0.10 %			0.04 %

(1) Warehouse borrowings include the borrowings from mortgage loans held-for-sale and finance receivables.
(2) Net interest spread is calculated by subtracting the weighted average yield on interest-bearing liabilities from the weighted average yield on interest-earning assets.
(3) Net interest margin is calculated by dividing net interest spread by total average interest-earning assets.

Net interest spread increased $574 thousand for the three months ended March 31, 2018 primarily attributable to an increase in the net interest spread between loans held-for-sale and finance receivables and their related warehouse borrowings and a decrease in interest expense related to the payoff of the Term Financing as well as settlement of the Trust Preferred Securities in 2017. Partially offsetting the increase in net spread was an increase in interest expense as a result of the MSR financing facility. As a result, the net interest margin increased to 0.10% for the three months ended March 31, 2018 from 0.04% for the three months ended March 31, 2017.

During the quarter ended March 31, 2018, the yield on interest-earning assets decreased to 4.77% from 5.71% in the comparable 2017 period. The yield on interest-bearing liabilities decreased to 4.61% for the three months ended March 31, 2018 from 5.60% for the comparable 2017 period. In connection with the fair value accounting for securitized mortgage collateral and borrowings and long-term debt, interest income and interest expense is recognized using effective yields based on estimated fair values for these instruments. The decrease in yield for securitized mortgage collateral and securitized mortgage borrowings is primarily related to increased prices on mortgage-backed bonds which resulted in a decrease in yield as compared to the previous period.

Change in the fair value of long-term debt.

Long-term debt (consisting of junior subordinated notes) is measured based upon an internal analysis, which considers our own credit risk and discounted cash flow analyses. Improvements in our financial results and financial condition in the future could result in additional increases in the estimated fair value of the long-term debt, while deterioration in financial results and financial condition could result in a decrease in the estimated fair value of the long-term debt.

In the first quarter of 2018, we adopted ASU 2016-01, which effectively bifurcates the market and instrument specific credit risk components of changes in long-term debt. The market portion will continue to be a component of net earnings (loss) as the change in fair value of long-term debt, but the instrument specific credit risk portion will be a component of accumulated other comprehensive earnings (loss). During the first quarter of 2018, the fair value of the long-term debt increased by $215 thousand. The $215 thousand change was the result of a $1.4 million change in the instrument specific credit risk partially offset by a $1.2 million change in the market risk during the quarter.

Change in fair value of net trust assets, including trust REO (losses) gains

	For the Three Months Ended March 31,	
	2018	**2017**
Change in fair value of net trust assets, excluding REO	$ (4,331)	$ 4,786
Gains from REO	2,193	1,533
Change in fair value of net trust assets, including trust gains	$ (2,138)	$ 6,319

The change in fair value related to our net trust assets (residual interests in securitizations) was a loss of $2.1 million for the three months ended March 31, 2018. The change in fair value of net trust assets, excluding REO was due to $4.3 million in losses from changes in fair value of securitized mortgage borrowings and securitized mortgage collateral primarily associated with an increase in LIBOR, partially offset by updated assumptions on certain later vintage trusts with improved performance. Additionally, the NRV of REO increased $2.2 million during the period attributed to lower expected loss severities on properties held in the long-term mortgage portfolio during the period.

The change in fair value related to our net trust assets (residual interests in securitizations) was a gain of $6.3 million for the three months ended March 31, 2017. The change in fair value of net trust assets, including REO was due to $4.8 million in gains from changes in fair value of securitized mortgage borrowings and securitized mortgage collateral primarily associated updated loss assumptions and recoveries on a certain later vintage multifamily trust with improved performance. Additionally, the NRV of REO increased $1.5 million during the period as a result of lower expected loss severities on properties held in the long-term mortgage portfolio.

Income Taxes

We recorded income tax expense of $610 thousand for the three months ended March 31, 2018, primarily the result of state income taxes from states where we do not have net operating loss carryforwards or state minimum taxes, including AMT. For the three months ended March 31, 2017, we recorded income tax expense of $426 thousand primarily the result of amortization of the deferred charge, federal alternative minimum tax (AMT), and state income taxes from states where we do not have net operating loss carryforwards or state minimum taxes, including AMT. The deferred charge represented the deferral of income tax expense on inter-company profits that resulted from the sale of mortgages from taxable subsidiaries to IMH prior to 2008. The deferred charge amortization and/or impairment, which does not result in any tax liability to be paid was calculated based on the change in fair value of the underlying securitized mortgage collateral during the period. At December 31, 2017, the deferred charge was included in other assets in the accompanying consolidated balance sheets and was amortized as a component of income tax expense in the accompanying consolidated statements of operations. With the adoption of ASU 2016-16 on January 1, 2018, the deferred charge was eliminated with a cumulative effect adjustment to opening retained earnings and it will no longer be amortized as a component of income tax expense.

As of December 31, 2017, we had estimated federal net operating loss (NOL) carryforwards of approximately $619.9 million. Federal net operating loss carryforwards begin to expire in 2027. As of December 31, 2017, we had estimated California NOL carryforwards of approximately $431.0 million, which begin to expire in 2028. We may not be able to realize the maximum benefit due to the nature and tax entities that holds the NOL

Results of Operations by Business Segment

We have three primary operating segments: Mortgage Lending, Long-Term Mortgage Portfolio and Real Estate Services. Unallocated corporate and other administrative costs, including the cost associated with being a public company, are presented in Corporate. Segment operating results are as follows:

Mortgage Lending

	For the Three Months Ended March 31,			
	2018	2017	Increase (Decrease)	% Change
Gain on sale of loans, net	$ 21,482	$ 37,319	$ (15,837)	(42)%
Servicing fees, net	9,463	7,320	2,143	29
Loss on mortgage servicing rights, net	7,705	(977)	8,682	889
Other	—	14	(14)	(100)
Total revenues	38,650	43,676	(5,026)	(12)
Other income	334	406	(72)	(18)
Personnel expense	(17,206)	(22,958)	5,752	25
Business promotion	(9,711)	(10,211)	500	5
General, administrative and other	(4,631)	(4,915)	284	6
Accretion of contingent consideration	—	(845)	845	100
Change in fair value of contingent consideration	—	(539)	539	100
Earnings before income taxes	$ 7,436	$ 4,614	$ 2,822	61

For the three months ended March 31, 2018, gain on sale of loans, net totaled $21.5 million compared to $37.3 million in the comparable 2017 period. The $15.8 million decrease is primarily due to a $10.1 million increase in mark-to-market loses on LHFS, an $8.9 million decrease in premiums from the sale of mortgage loans, a $1.6 million decrease in premiums from servicing retained loan sales, a $3.2 million increase in direct loan origination expenses and a $2.0 million increase in provision for repurchases. Partially offsetting the decrease in gain on sale of loans, net was a $10.0 million increase in realized and unrealized net gains on derivative financial instruments.

The overall decrease in gain on sale of loans, net was primarily due to a 16% decrease in volume as well as a decrease in gain on sale margins. For the three months ended March 31, 2018, we originated and sold $1.3 billion and $1.2 billion of loans, respectively, as compared to $1.6 billion and $1.5 billion of loans originated and sold, respectively, during the same period in 2017. Margins decreased to approximately 163 bps for the three months ended March 31, 2018 as compared to 236 bps for the same period in 2017. The increase in interest rates during the quarter as compared to the first quarter of 2017, as well as an increase in direct origination expenses as a result of an increase in competition for volume were the primary drivers in margin compression.

For the three months ended March 31, 2018, servicing fees, net was $9.5 million compared to $7.3 million in the comparable 2017 period. The increase in servicing fees, net was the result of the servicing portfolio increasing 28% to an average balance of $16.6 billion for the three months ended March 31, 2018 as compared to an average balance of $13.0 billion for the three months ended March 31, 2017. The increase in the average balance of the servicing portfolio is a result of our efforts during the past year to retain servicing. During the three months ended March 31, 2018, we had $974.7 million in servicing retained loan sales.

For the three months ended March 31, 2018, gain (loss) on MSRs, net was a gain of $7.7 million compared to a loss of $977 thousand in the comparable 2017 period. For the three months ended March 31, 2018, we recorded an $9.2 million gain from a change in fair value of MSRs primarily the result of mark-to-market changes related to an increase in interest rates resulting in a reduction in prepayment speeds partially offset by an increase in scheduled and voluntary prepayments. Partially offsetting the gain was $1.5 million in realized and unrealized losses from hedging instruments related to MSRs.

For the three months ended March 31, 2018, other income decreased to $334 thousand as compared to $406 thousand in the comparable 2017 period. The $72 thousand decrease in other income was due to a $254 thousand increase in other expense was due to an increase in interest expense related to a 74% increase in the average balance of the MSR financing facilities in the first quarter of 2018 as compared to 2017. Partially offsetting the decrease was a

$176 thousand increase in net interest spread between loans held-for-sale, finance receivables and their related warehouse borrowing expense.

Personnel expense was $17.2 million for the three months ended March 31, 2018, compared to $23.0 million for the comparable period of 2017. The $5.8 million decrease is primarily related to staff reduction in the first quarter of 2018 as well as a reduction in commission expense due to a decrease in loan originations. As a result of the reduction in loan origination volumes, we continue to right size the organization to more closely align staffing levels to origination volumes. As a result of the staff reductions in the first quarter of 2018, average headcount decreased 23% for the first quarter of 2018 as compared to the same period in 2017.

Business promotion decreased $500 thousand to $9.7 million for the three months ended March 31, 2018. During the first quarter of 2018, business promotion decreased as compared to 2017 despite efforts to increase NonQM and purchase money production with the reduction in refinance activity as a result of the increase in interest rates. Our centralized call center purchases leads and promotes its business through radio and television advertisements.

General, administrative and other expenses decreased to $4.6 million for the three months ended March 31, 2018, compared to $4.9 million for the same period in 2017. The decrease was primarily related to a $132 thousand decrease in equipment expense, a $120 thousand decrease in occupancy expense as well as a $32 thousand decrease in other general and administrative expenses.

As part of the acquisition of CCM, we recorded accretion and change in fair value of the contingent consideration liability from the close of the transaction in March 2015 through the end of the earn-out period in December 2017. With the end of the earn-out period in December 2017 and the final contingent consideration payment in the first quarter of 2018, we have no contingent consideration liability.

Long-Term Mortgage Portfolio

	For the Three Months Ended March 31,			
	2018	**2017**	**Increase (Decrease)**	**% Change**
Other revenue	$ 84	$ 61	$ 23	38 %
Total expenses	(65)	(86)	21	24
Net interest income	1,110	891	219	25
Change in fair value of long-term debt	1,224	(2,497)	3,721	149
Change in fair value of net trust assets, including trust REO gains	(2,138)	6,319	(8,457)	(134)
Total other income	196	4,713	(4,517)	96
Earnings before income taxes	$ 215	$ 4,688	$ (4,473)	95 %

For the three months ended March 31, 2018, net interest income totaled $1.1 million as compared to $891 thousand for the comparable 2017 period. Net interest income increased $219 thousand for the three months ended March 31, 2018 primarily attributable to a $150 decrease in interest expense on the long-term debt and a $69 thousand increase in net interest spread on the long-term mortgage portfolio. The reduction in interest expense on the long-term debt was due to the exchange of trust preferred securities in May 2017, partially offset by an increase in three-month LIBOR as compared to the prior year.

In the first quarter of 2018, we adopted ASU 2016-01, which effectively bifurcates the market and instrument specific credit risk components of changes in long-term debt. The market portion will continue to be a component of net earnings (loss) as the change in fair value of long-term debt, but the instrument specific credit risk portion will be a component of accumulated other comprehensive earnings (loss). During the first quarter of 2018, the fair value of the long-term debt increased by $215 thousand. The $215 thousand change was the result of a $1.4 million change in the instrument specific credit risk partially offset by a $1.2 million change in the market risk during the quarter.

The change in fair value related to our net trust assets (residual interests in securitizations) was a loss of $2.1 million for the three months ended March 31, 2018. The change in fair value of net trust assets, excluding REO was due to $4.3 million in losses from changes in fair value of securitized mortgage borrowings and securitized mortgage collateral primarily associated with an increase in LIBOR, partially offset by updated assumptions on certain later vintage trusts with improved performance. Additionally, the NRV of REO increased $2.2 million during the period attributed to lower expected loss severities on properties held in the long-term mortgage portfolio during the period.

Real Estate Services

	For the Three Months Ended March 31,			
	2018	2017	Increase (Decrease)	% Change
Real estate services fees, net	$ 1,385	$ 1,633	$ (248)	(15)%
Personnel expense	(572)	(791)	219	28
General, administrative and other	(66)	(204)	138	68
Earnings before income taxes	$ 747	$ 638	$ 138	22 %

For the three months ended March 31, 2018, real estate services fees, net were $1.4 million compared to $1.6 million in the comparable 2017 period. The $248 thousand decrease in real estate services fees, net was the result of a $197 thousand decrease in loss mitigation fees, a $92 thousand decrease in real estate and recovery fees, partially offset by a $41 thousand increase in real estate service fees. The $248 thousand decrease is primarily the result of a decrease in transactions related to the decline in the number of loans and the UPB of the long-term mortgage portfolio as compared to 2017.

For the three months ended March 31, 2018, the $219 thousand reduction in personnel expense and $138 thousand reduction in general, administrative and other expense were due to a reduction in personnel and personnel related costs as a result of a decrease in transactions related to the decline in the number of loans and the UPB of the long-term mortgage portfolio as compared to 2017.

Corporate

The corporate segment includes all compensation applicable to the corporate services groups, public company costs as well as debt expense related to the Convertible Notes, Term Financing and capital leases. This corporate services group supports all operating segments. A portion of the corporate services costs is allocated to the operating segments. The costs associated with being a public company as well as the interest expense related to the Convertible Notes and capital leases are not allocated to our other segments and remain in this segment.

	For the Three Months Ended March 31,			
	2018	2017	Increase (Decrease)	% Change
Interest expense	$ (424)	$ (852)	428	50 %
Other expenses	(3,491)	(4,035)	544	13
Net loss before income taxes	$ (3,915)	$ (4,887)	$ 972	20 %

For the three months ended March 31, 2018, interest expense decreased to $424 thousand as compared to $852 thousand for the comparable 2017 period. The $428 thousand decrease in interest expense was primarily due a $407 thousand reduction in interest expense related to the payoff of the Term Financing in February 2017.

For the three months ended March 31, 2018, other expenses decreased to $3.5 million as compared to $4.0 million for the comparable 2017 period. The decrease was primarily due to a $1.2 million reduction in benefits associated with a change to a more cost effective benefits provider and a reduction in payroll taxes as a result of the staff reductions made during the first quarter of 2018 as well as the new Tax Act which was passed in December 2017. Offsetting the decrease in other expenses was a $711 thousand increase in legal and professional fees associated with defending litigation.

ITEM 3: QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to a variety of operational and market risks. Refer to the complete discussion of operational and market risks included in Part II, Item 7 of our report on Form 10-K for the year ended December 31, 2017. There has been no material change to the types of market and operational risks faced by us.

Interest Rate Risk

Our interest rate risk arises from the financial instruments and positions we hold. This includes mortgage loans held for sale, MSRs and derivative financial instruments. These risks are regularly monitored by executive management that identify and manage the sensitivity of earnings or capital to changing interest rates to achieve our overall financial objectives.

Our principal market exposure is to interest rate risk, specifically changes in long-term Treasury rates and mortgage interest rates due to their impact on mortgage-related assets and commitments. We are also exposed to changes in short-term interest rates, such as LIBOR, on certain variable rate borrowings including our MSR financing and mortgage warehouse borrowings. We anticipate that such interest rates will remain our primary benchmark for market risk for the foreseeable future.

Our business is subject to variability in results of operations in both the mortgage origination and mortgage servicing activities due to fluctuations in interest rates. In a declining interest rate environment, we would expect our mortgage production activities' results of operations to be positively impacted by higher loan origination volumes and gain on sale margins. Furthermore, with declining rates, we would expect the market value of our MSRs to decline due to higher actual and projected loan prepayments related to our loan servicing portfolio. Conversely, in a rising interest rate environment, we would expect a negative impact on the results of operations of our mortgage production activities but a positive impact on the market values of our MSRs. The interaction between the results of operations of our mortgage activities is a core component of our overall interest rate risk strategy.

We utilize a discounted cash flow analysis to determine the fair value of MSRs and the impact of parallel interest rate shifts on MSRs. The primary assumptions in this model are prepayment speeds, discount rates, costs of servicing and default rates. However, this analysis ignores the impact of interest rate changes on certain material variables, such as the benefit or detriment on the value of future loan originations, non-parallel shifts in the spread relationships between MBS, swaps and U.S. Treasury rates and changes in primary and secondary mortgage market spreads. We use a forward yield curve, which we believe better presents fair value of MSRs because the forward yield curve is the market's expectation of future interest rates based on its expectation of inflation and other economic conditions.

Interest rate lock commitments (IRLCs) represent an agreement to extend credit to a mortgage loan applicant, or an agreement to purchase a loan from a third-party originator, whereby the interest rate on the loan is set prior to funding. Our mortgage loans held for sale, which are held in inventory awaiting sale into the secondary market, and our interest rate lock commitments, are subject to changes in mortgage interest rates from the date of the commitment through the sale of the loan into the secondary market. As such, we are exposed to interest rate risk and related price risk during the period from the date of the lock commitment through the earlier of (i) the lock commitment cancellation or expiration date; or (ii) the date of sale into the secondary mortgage market. Loan commitments generally range between 15 and 60 days; and our holding period of the mortgage loan from funding to sale is typically within 20 days.

We manage the interest rate risk associated with our outstanding IRLCs and mortgage loans held for sale by entering into derivative loan instruments such as forward loan sales commitments or To-Be-Announced mortgage backed securities (TBA Forward Commitments). We expect these derivatives will experience changes in fair value opposite to changes in fair value of the derivative IRLCs and mortgage loans held-for-sale, thereby reducing earnings volatility. We take into account various factors and strategies in determining the portion of the mortgage pipeline (derivative loan commitments) and mortgage loans held for sale we want to economically hedge. Our expectation of how many of our IRLCs will ultimately close is a key factor in determining the notional amount of derivatives used in hedging the position.

Mortgage loans held-for-sale are financed by our warehouse lines of credit which generally carry variable rates. Mortgage loans held for sale are carried on our balance sheet on average for only 7 to 25 days after closing and prior to being sold. As a result, we believe that any negative impact related to our variable rate warehouse borrowings resulting from a shift in market interest rates would not be material to our consolidated financial statements.

Sensitivity Analysis

We have exposure to economic losses due to interest rate risk arising from changes in the level or volatility of market interest rates. We assess this risk based on changes in interest rates using a sensitivity analysis. The sensitivity analysis measures the potential impact on fair values based on hypothetical changes (increases and decreases) in interest rates.

Our total market risk is influenced by a wide variety of factors including market volatility and the liquidity of the markets. There are certain limitations inherent in the sensitivity analysis presented, including the necessity to conduct the analysis based on a single point in time and the inability to include the complex market reactions that normally would arise from the market shifts modeled.

We used March 31, 2018 market rates on our instruments to perform the sensitivity analysis. The estimates are based on the market risk sensitivity and assume instantaneous, parallel shifts in interest rate yield curves. Management uses sensitivity analysis, such as those summarized below, based on a hypothetical 25 basis point increase or decrease in interest rates, to monitor the risks associated with changes in interest rates. We believe the use of a 50 basis point shift up and down (100 basis point range) is appropriate given the relatively short time period that the mortgage loans pipeline is held on our balance sheet and exposed to interest rate risk (during the processing, underwriting and closing stages of the mortgage loans which can last up to approximately 60 days). We also actively manage our risk management strategy for our mortgage loans pipeline (through the use of economic hedges such as forward loan sale commitments and mandatory delivery commitments) and generally adjust our hedging position daily. In analyzing the interest rate risks associated with our MSRs, management also uses multiple sensitivity analyses (hypothetical 25 and 50 basis point increases and decreases) to review the interest rate risk associated with our MSRs.

At a given point in time, the overall sensitivity of our mortgage loans pipeline is impacted by several factors beyond just the size of the pipeline. The composition of the pipeline, based on the percentage of IRLC's compared to mortgage loans held for sale, the age and status of the IRLC's, the interest rate movement since the IRLC's were entered into, the channels from which the IRLC's originate, and other factors all impact the sensitivity.

These sensitivities are hypothetical and presented for illustrative purposes only. Changes in fair value based on variations in assumptions generally cannot be extrapolated because the relationship of the change in fair value may not be linear.

The following table summarizes the estimated changes in the fair value of our mortgage pipeline, MSRs and related derivatives that are sensitive to interest rates as of March 31, 2018 given hypothetical instantaneous parallel shifts in the yield curve:

	Changes in Fair Value			
	Down 50 bps	Down 25 bps	Up 25 bps	Up 50 bps
Total mortgage pipeline (1)	(643)	(322)	123	133
Mortgage servicing rights (2)	(16,660)	(7,603)	6,005	10,502

(1) Represents unallocated mortgage loans held for sale, IRLCs and hedging instruments that are considered "at risk" for purposes of illustrating interest rate sensitivity. IRLCs and hedging instruments are considered to be unallocated when we have not committed the underlying mortgage loans for sale.

(2) Includes hedging instruments used to hedge fair value changes associated with changes in interest rates relating to mortgage servicing rights.

ITEM 4: CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

The Company maintains disclosure controls and procedures (as defined in the Securities Exchange Act of 1934 Rules 13a-15(e) or 15d-15(e)) designed at a reasonable assurance level to ensure that information required to be disclosed in reports filed or submitted under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by the Company in its reports that it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

As required by Rules 13a-15 and 15d-15 under the Exchange Act, in connection with the filing of this Quarterly Report on Form 10-Q, our management, under the supervision and with the participation of our CEO and CFO, conducted an evaluation of our disclosure controls and procedures, as such term is defined under Rule 13a-15(e). Based on that evaluation, the Company's chief executive officer and chief financial officer concluded that, as March 31, 2018, the Company's disclosure controls and procedures were effective at a reasonable assurance level.

Changes in Internal Control Over Financial Reporting

There has been no change in the Company's internal control over financial reporting during the Company's quarter ended March 31, 2018, that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1: LEGAL PROCEEDINGS

Legal Proceedings

Information with respect to this item may be found in Note 10 – Commitments and Contingencies of the Notes to Consolidated Financial Statements included in Part I, Item 1 of this Quarterly Report on Form 10-Q, which is incorporated herein by reference.

ITEM 1A: RISK FACTORS

None.

ITEM 2: UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3: DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4: MINE SAFETY DISCLOSURES

None.

ITEM 5: OTHER INFORMATION

Employment Agreement with Rian Furey, Chief Operating Officer and President, Direct Lending

The Company entered into an employment agreement effective April 1, 2018 with Rian Furey as Chief Operating Officer and President of Direct Lending. The term of the employment agreement is until December 31, 2019, unless terminated earlier or the parties agree in writing to an extension. Mr. Furey also executed a confidentiality, non-disclosure and non-recruiting agreement with the Company.

Base Salary, Incentive Compensation and Other Compensation. Pursuant to the agreement, Mr. Furey will receive a base annual salary of $500,000. Mr. Furey will also be eligible to receive incentive compensation consisting of quarterly and annual bonuses. He will be paid a quarterly bonus of $187,500 per quarter for the second, third and fourth quarters of 2018 and, during 2019, he will be eligible to receive MBO (management by objectives) quarterly bonuses of up to $175,000 per quarter, based on his performance (as measured by performance objectives established for each calendar quarter) and the Company's profitability during the year. Mr. Furey will also receive an annual bonus of $500,000 in 2018, 20% of which will be paid in January 2019 with the remainder to be paid on or around the time of the filing of the Company's Annual Report on Form 10-K for the year ending December 31, 2018. In 2019, he will receive an annual bonus of $550,000, 20% of which will be paid in January 2020 with the remainder to be paid on or around the time of the filing of the Company's Annual Report on Form 10-K for the year ending December 31, 2019.

Mr. Furey is eligible to participate in the Company's stock option program. Grants under this program are typically made annually and are at the discretion of the Company's Board of Directors. Mr. Furey is also eligible to receive five weeks of paid vacation, be reimbursed for reasonable and necessary business expenses, and receive, as he becomes eligible, all other benefits of employment generally available to the Company's other employees including medical, dental, life and disability insurance benefits.

Severance Compensation. Generally, either party may terminate the agreement with at least 30 days' written notice. If (a) Mr. Furey is terminated by the Company without cause, or (b) there is a substantial diminution of his duties, authority, pay or responsibilities without performance or market justification as determined by the Company, or there is a sale (including a sale of all or substantially all of its assets) or change in control of the Company, and Mr. Furey terminates his employment after providing the Company 30 days' written notice giving the Company the opportunity to cure such circumstances in all material respects, then Mr. Furey will receive the following:

(i) any unpaid amounts of accrued salary, vacation time and benefits through the date of termination;

(ii) a pro-rata portion of the incentive compensation through the date of termination; and

(iii) provided a general release is executed, a severance payment of $500,000, payable in equal installments over the following 12 months.

If (a) Mr. Furey resigns, (b) he is terminated due to disability rendering him unable to perform his essential functions for three months during any 12 month period and there is no vacant position to which he can be transferred, (c) he dies, or (d) the Company terminates Mr. Furey for cause, he will receive all accrued salary, vacation time and benefits through the date of termination. In the case of termination due to disability, Mr. Furey will also receive a pro rata portion of his incentive compensation through the date of termination.

Pursuant to the employment agreement, “cause”, which will be determined only by an affirmative majority vote of the Board, includes (a) conviction of, or entry of plea of nolo contendere to a crime of dishonesty or a felony leading to incarceration of more than 90 days or a penalty or fine of $100,000 or more, (b) material and substantial failure by the employee to perform his duties after notice (and given a reasonable time to correct any failures, if possible), (c) willful misconduct or gross negligence by the employee in connection with service to the Company which caused or is causing material harm to the Company or (d) employee’s material breach of any term of the employment agreement or any other obligation.

Company’s Right of Assignment upon a Change of Control. In the event of a merger in which the Company is not the surviving entity, or of a sale of all or substantially all of the Company’s assets, the Company has the option to assign the employment agreement to any business entity that succeeds to all or substantially all of the Company’s business.

ITEM 6: EXHIBITS

(a)	Exhibits:
10.1	Employment Agreement effective as of January 1, 2018 between Impac Mortgage Corp, Impac Mortgage Holdings, Inc. and George Mangiaracina.
10.2	Employment Agreement dated as of April 1, 2018 between Impac Mortgage Corp. and Rian Furey.
10.3	Employment agreement effective as of January 1, 2018 between Impac Mortgage Holdings, Inc. and Joseph Tomkinson (incorporated by reference from exhibit 10.16 the Registrant’s Annual Report on Form 10-K for the year ended December 31, 2017).
10.4	Amendment dated February 7, 2018 to Line of Credit Promissory Note with Merchants Bank of Indiana (incorporated by reference from exhibit 10.15(b) the Registrant’s Annual Report on Form 10-K for the year ended December 31, 2017).
31.1	Certification of Chief Executive Officer pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Chief Financial Officer pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certifications of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from Impac Mortgage Holdings, Inc.’s Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, formatted in XBRL (Extensible Business Reporting Language): (1) the Condensed Consolidated Balance Sheets, (2) the Condensed Consolidated Statements of Operations, (3) the Condensed Consolidated Statements of Cash Flows, and (4) Notes to Consolidated Financial Statements, tagged as blocks of text.

* This exhibit shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in any filings.

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, thereunto duly authorized.

IMPAC MORTGAGE HOLDINGS, INC.

/s/ TODD R. TAYLOR
Todd R. Taylor
Chief Financial Officer
(authorized officer of registrant and principal financial officer)

May 10, 2018

KEY EXECUTIVE EMPLOYMENT AGREEMENT

This Key Executive Employment Agreement ("Agreement") is effective as of January 1, 2018, between Impac Mortgage Corp., a California Corporation and Impac Mortgage Holdings, Inc. ("IMH"), a Maryland corporation, (jointly referred to as "Employer") and George Mangiaracina ("Employee") on the following terms and conditions.

WHEREAS, Employer engages in the business of providing residential mortgages to individuals;

WHEREAS Employee desires to become employed by Employer as President of Employer and its related subsidiaries on the terms and conditions set forth in this Agreement; and

WHEREAS Employer desires the services of Employee in order to obtain his specialized experience, abilities, and knowledge and is therefore willing to engage his services on the terms and conditions set forth below.

THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement and for other valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. Term of Employment.

The initial term of Employee under this Agreement shall begin on January 1, 2018 and end on December 31, 2019 (the "Initial Term") and does not extend automatically. The Initial Term, together with any extensions agreed to in writing by an amendment signed by Employer and Employee, is hereinafter referred to as the "Term."

2. Place of Employment.

Unless the parties agree otherwise in writing, during the Term, Employee shall perform the services he is required to perform under this Agreement at Employer's offices, located in Orange County, California, provided, however, that Employer may from time to time require Employee to travel temporarily to other locations on Employer's business.

3. Duties.

a. Employer shall employ Employee as the President of Employer and its related subsidiaries, and Employee shall perform such duties as customarily required of such a position, as identified in Exhibit A to this agreement. Employee will initially report to Joseph Tomkinson.

b. The employment relationship between the parties shall be governed by the general employment policies and practices of Employer, as they may be amended from time to time, including but not limited to those relating to protecting confidential information and assignment of inventions and those pertaining to legal compliance and business ethics, provided, however, that when the terms of this Agreement differ from or conflict with Employer's general employment policies or practices, this Agreement shall control.

4. Outside Business Activities.

Subject to the terms and conditions set forth in this Agreement, Employer agrees to employ Employee as the President of Employer and its subsidiaries, and Employee hereby accepts this employment. During the Term, Employee shall devote his full-time and best efforts to performing his duties to Employer's business and affairs.

5. Time and Effort Required.

During the Term, Employee shall devote such time, interest, and effort to the performance of this Agreement as may, in the view of Employer, be fairly and reasonably necessary. Employee commits to move to California by the end of 2018 to be able to commit sufficient time to be present at the Company to carry out his duties hereunder. Employee does not need to become a California resident to satisfy this requirement.

6. Competitive Activities.

During the Term, Employee shall not, directly or indirectly, whether as partner, employee, creditor, shareholder, or otherwise, promote, participate, or engage in any activity or other business competitive with Employer's business.

7. Base Salary.

Employee shall receive for services rendered an annual base salary of $750,000.00 payable on a semi-monthly basis in accordance with Employer's normal payroll practices, subject to all applicable tax withholdings and other authorized deductions.

Employee may elect to defer any portion of his Base Salary, Executive Bonus or Annual Bonus into an approved Employer sponsored deferred compensation plan, provided that Employer has no obligation to provide such a deferred compensation plan.

8. Bonus Compensation.

In addition to the base salary, Employer will be eligible to receive the following Bonus Compensation, subject to all applicable tax withholdings and other authorized deductions;

a. *Executive Bonus*. Employee will receive bonuses of $375,000 on April 1, 2018 and also on October 1, 2018. Also, on December 1, 2019 Employee will receive a bonus of $750,000.

b. *Annual Bonus*. Employee will be eligible for a discretionary Annual Bonus to be communicated to Employee by December 31 of 2018 and 2019. The amount of such a bonus, if any, will be in the complete and sole discretion of the Board of Directors of IMH. If such a Bonus is declared, then the first $250,000 of such a bonus shall be paid in cash. Said payment will be made with 20% of it paid by January 31 and the balance of the cash paid within 10 of the date the 10K is filed by IMH. Any amount in excess of $250,000 shall be paid one half in cash and one half shall be paid in Restricted IMH stock. The amount of stock will be determined by valuing the stock at the average closing price of the stock on the 20 trading days prior to that year's 10K filing. Any such stock will then vest on the yearly anniversary date starting one year after the grant and shall be in 3 equal installments over the following 3 years. (See Exhibit B for an example). This discretionary Bonus shall be based upon predetermined criteria being achieved. In order to be eligible for an Annual Bonus the Employee must be actively employed by Employer (without consideration for any extended salary or severance) on December 31 of the year in which he is seeking an Annual Bonus. The criteria for 2018 shall be as follows and the criteria for 2019 shall be as preagreed by the parties , which preagreement shall be completed on or before December 1, 2018:

1. Execution of "The Strategic Discussion, Mission Critical Initiatives and Vision for 2018" presented by Employee to the Board of Directors in January, 2018, with updated initiatives and financial projections for 2019 to be presented in the Fourth Quarter of 2018.

2. Assisting the CFO with addressing the Key Risk Areas as identified in the "Enterprise Risk Management Update" presented by the CRO to the Board of Directors in January, 2018.

3. Assisting the CFO with addressing the "Internal Audit and Sox Status Report" presented by the Head of Internal Audit to the Board of Directors in January, 2018.

4. Improving the overall performance and direction of the Company as measured by GAAP and operating income, capital raise activities, merchant banking activities, including merger, acquisition and business combinations, and with respect to 2019, the performance of IMH stock.

9. Stock Options.

a. Employee will be eligible to participate in the stock option program of Employer's parent company, Impac Mortgage Holdings, Inc. ("Parent Company"). Grants under this program are typically made annually and are up to the complete discretion of the Board of Directors of the Parent Company.

b. The terms and conditions of the stock options are subject to the standard terms and conditions of the plan under which the stock options are issued to all Company employees. If a conflict arises between this Agreement and any such option agreement or plan, the option agreement and plan shall govern.

10. Additional Benefits.

During the Term, Employee shall be entitled to receive ail other benefits of employment generally available to Employer's other employees when and as he becomes eligible for them, including, medical, dental, life, and disability insurance benefits.

Employer reserves the right to modify, suspend, or discontinue any and all of the above benefit plans, policies, and practices at any time without notice to or recourse by Employee, as long as such action is taken generally with respect to other similarly situated persons and does not single out Employee.

11. Vacation.

Employee shall be entitled to accrue 10 hours of vacation total paid off time per each pay period and otherwise in accordance with Employer's policies and practices in effect with respect to Employer's other employees. The days selected for Employee's vacation shall be mutually agreeable to Employer and Employee so that Employer's business operations will not be unduly interrupted.

12. Expense Reimbursement.

During the Term, Employer shall reimburse Employee promptly for reasonable and necessary business expenses made and substantiated in accordance with applicable law and the policies and procedures established from time to time by Employer with respect to Employer's other employees. Employer shall furnish Employee with reasonable office space, assistance, and facilities, in addition Employer will make available reasonably acceptable Company corporate housing for Employee until December 31, 2018.

13. Ownership of Intangibles and Confidential Proprietary Information Obligations.

Simultaneously with executing this Agreement, Employee agrees to execute the Employer's Confidentiality, Non-Disclosure, and Non-Recruiting Agreement and Employee Assignment of Interest in Inventions Agreement, a copy of which is attached hereto and incorporated herein as Exhibit C.

14. Indemnification by Employer.

Employer shall, to the maximum extent permitted by law, indemnify and hold Employee harmless for any acts or decisions made in good faith while performing services for Employer. Employer is currently in the process of preparing and providing new Indemnity Agreements to its Officers and Directors and Employee will be provided and given the same Indemnification rights provided to such Officers and Directors, however it is understood that such indemnification rights will not be applicable as to any action brought against Employee by Employer. Until such time as the new Indemnity Agreement is provided to Employee, Employer shall pay and advance, subject to any legal limitations, all expenses, including reasonable attorneys fees and costs of court approved settlements, actually and necessarily incurred by Employee in connection with the defense of any action, suit or proceed and in connection with any appeal that has been brought against Employee by reason of his service as an officer or agent of Employer, with the exception of any action brought against Employee by Employer

15. Termination of Employment; Termination Date.

The date on which Employee's employment by Employer is deemed to have ceased, as defined in the provisions below (or upon the Term of this Agreement being reached), is referred to as the "Termination Date."

16. Termination Without Cause With Severance Payment.

a. Employer may terminate Employee without Cause (as defined herein) by providing Employee with written notice thereof.

b. If Employee's employment is terminated under this Section , Employee shall receive payment for any unpaid Executive Bonus, plus the pro-rata remainder of his Base Salary from the Termination Date to December 31, 2019, plus a Severance Payment of $750,000 along with any unpaid amounts for all accrued salary, vacation time, and benefits under benefit plans of Employer through the Termination Date, which for purposes of this Section shall be the date specified in the notice from Employer and Employer shall pay the premium for COBRA insurance coverage for Employee and his family for 6 months for such coverage as was previously provided to Employee. Any restricted stock grants to Employee prior to that date which have not yet vested shall continue to vest over the remaining vesting schedule. To receive the benefits under this Section Employee must execute a general release in favor of Employer in a form acceptable to Employer. A sample of the release is attached hereto as Exhibit D, but it is subject to Employer's right to reasonably modify that document in the future.

c. After the Termination Date, Employer shall not pay to Employee any other compensation or payment of any kind. Except as otherwise provided in this Section , all other benefits provided by Employer to Employee under this Agreement or otherwise shall cease as of the Termination Date.

d. The payments to be paid under Section 15a for the remainder of the Base Salary, Executive Bonus, Annual Bonus if declared and not yet paid and Severance shall be paid within 30 days of the Termination Date.

17. <u>Termination for Cause by Employee</u>.

In the event of substantial diminution in Employee's duties, authority, pay or responsibilities, without organizational performance or market justification as determined by Employer, if someone other than Employee is designated as CEO of Employer upon the resignation or termination of employment of Joseph Tomkinson or in the event of a sale (including a sale of all or substantially all of its assets) or change in control of IMH, Employee may terminate his employment for cause, provided, however, that Employee shall give Employer 30 days' written notice before any such termination, specifying the nature of the circumstance allegedly justifying such termination by Employee, and Employer shall have until the end of such 30-day period to cure such circumstances in all material respects. A termination in these circumstances shall be treated as a termination without cause, and Employee shall be entitled to the severance payment and benefits as set forth in Section 15b, above and Employer shall pay the premiums for Employee's insurance coverage under COBRA for the same insurance coverage provided by Employer to Employee and his family for 6 months for such coverage previously provided to Employee and his family, as then provided by Employer. The Termination Date under this Section 17 shall be the day after the 30- day cure period expires if Employer fails to cure those circumstances in all material respects by the expiration of that cure period.

18. <u>Termination for Cause by Employer</u>.

a. *Termination; Payment of Accrued Salary, Unused Vacation Time and Benefits*. Employer may terminate Employee's employment with Employer at any time for Cause (as defined below), provided, however, that (i) Employer shall give written notice specifying the circumstances upon which a determination of Cause has been made, and (ii) Employee shall have a 30-day period to cure such circumstances, if they are curable. The Board may proceed with a termination pursuant to this Section in the event the Employee does not cure the specified circumstances within the 30-day period. In that Event Employee shall not be entitled to the benefits described in Section 15b, and Employee shall receive payment for all accrued salary, unused vacation time, and benefits under Employer's benefit plans through the Termination Date, which for purposes of this Section shall be the date on which notice of termination is given. Employer shall have no further obligation to pay any compensation of any kind (including, without limitation, any incentive compensation or portion of incentive compensation that otherwise may have become due and payable to Employee with respect to the year in which such Termination Date occurs, which for purposes of this Agreement shall be the date specified in Employer's notice) or severance payment of any kind or to make any payment in lieu of notice except as specified in Section 18c herein. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

b. *Definition of Cause*. "Cause" means the occurrence or existence of any of the following with respect to Employee, as determined by an affirmative majority vote of Impac Mortgage Holding, Inc's Board of Directors:

(1) Employee is convicted of (or pleads nolo contendere to (A) a crime of dishonesty or breach of trust, including such a crime involving either the property of Employer (or any affiliate, subsidiary, or related entity of Employer) or, the property entrusted to Employer (or any affiliate, subsidiary, or related entity of Employer) by its clients, including fraud, or embezzlement or other misappropriation of funds belonging to Employer (or any affiliate, subsidiary, or related entity of Employer) or any of their respective clients, or (B) a felony leading to incarceration of more than 90 days or the payment of a penalty or fine of $ 100,000 or more;

(2) Employee materially and substantially fails to perform Employee's job duties properly assigned to Employee after being provided 30 days prior written notification by the Board of Directors of Impac Mortgage Holdings, Inc setting forth those duties that are not being performed by Employee; provided that Employee shall have a reasonable time to correct any such failures to the extent that such failures are correctable and Employer may not terminal Employee for "cause" on the basis of any such failure that is cured with a reasonable time.

(3) Employee has engaged in willful misconduct or gross negligence in connection with his service to Employer (or any affiliate, subsidiary, or related entity of Employer) that has caused or is causing material harm to Employer (or any affiliate, subsidiary, or related entity of Employer;

(4) Employee's material breach of any of the terms of this Agreement or any other obligation that Employee owes to Employer (or any affiliate, subsidiary, or related entity of Employer), including a material breach of trust or fiduciary duty or material breach of any proprietary right and inventions or confidentiality agreement between Employer and Employee (or between Employee and any affiliate, subsidiary, or related entity of Employer) (as such agreements may be adopted or amended from time to time by Employer and Employee).

(5) the death of Employee;

(6) Employee is declared legally incompetent or has a mental or physical condition that can reasonably be expected to prevent Employee from carrying out his essential duties and obligations under this Agreement for a period of greater than 90 days, notwithstanding Employer's reasonable accommodation to the extent required by law.

c. If Employee's Termination is due to his death or disability as set forth in Section 18 b Employee, or his estate, shall be entitled to, in addition to whatever rights and benefits he has hereunder, a prorata portion of any unpaid Executive Bonus until the Employee's date of death or disability not yet paid along with the full amount of any Annual Bonus if declared and not yet paid.

19. Termination on Resignation.

Employee may voluntarily terminate his employment with Employer at any time on 30 days' prior written notice. If Employee provides such notice, Employer, at its discretion, may accelerate the termination of Employee's employment to any date after receipt of such notice from Employee and before the date of the termination specified in such notice from Employee. Any acceleration of the termination of Employee's employment shall be effective on written notice being delivered to Employee by Employer. On any such acceleration by Employer, Employee shall not be entitled to any payment in lieu of notice. If Employee's employment is terminated under this Section , Employee shall receive payment for all accrued salary, unused vacation time, and benefits under Employer's benefit plans through the Termination Date, which for purposes of this Section shall be the earlier of (a) the date on which the 30 days referred to above expires, (b) the date to which Employer elects to accelerate the termination of Employee's employment, or (c) the date on which Employee ceases performing duties under this Agreement. Employer shall have no further obligation to pay compensation of any kind (including without limitation any incentive compensation or portion of incentive compensation that may otherwise have become due and payable to Employee with respect to the year in which the Termination Date occurs, which for these purposes shall be the date specified in Employer's notice) or severance payment of any kind or to make any payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

20. Employer's Right to Assign Agreement.

In the event of a merger in which Employer is not the surviving entity, or of a sale of all or substantially all of Employer's assets, Employer may, at its sole option, assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of the Employer's business through that merger or sale of assets except that Employee may exercise his right to Terminate this Agreement as provided for herein for Cause.

21. Rights and Obligations After Notice of Termination.

If Employee gives notice of termination of this Agreement under Sections 17 or 19, above, or if it becomes known that this Agreement will otherwise terminate in accordance with its provisions, Employer may, in its sole discretion and subject to its other obligations under this Agreement, relieve Employee of his duties under this Agreement.

22. Duty of Cooperation After Termination.

Employee agrees to cooperate with Employer, during the term of this Agreement and 180 days thereafter (including following Employee's termination of employment for any reason), by being reasonably available to testify at the request of Employer or any subsidiary or affiliate in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and to assist Employer, or any subsidiary or affiliate, in any such action, suit, or proceeding by providing information and meeting and consulting with Employer, or representatives of or counsel to Employer, or any subsidiary or affiliate, as reasonably requested. Employer agrees to reimburse Employee for all expenses actually incurred in connection with Employee's provision of testimony or assistance (including attorney fees incurred in connection therewith) on submission of appropriate documentation to Employer.

23. Dispute Resolution and Binding Arbitration.

a. Employee and Employer agree that any dispute that arises out of or relates to Employee's employment relationship with Employer, the termination of that employment relationship, or the validity, enforceability, or breach of this Agreement (including this Section 23) shall be submitted to binding arbitration in accordance with the Federal Arbitration Act, not the California Arbitration Act. For the purposes of this Section 23, "Employer" includes any of its affiliates, successors, subsidiaries, or parent companies and any present or former officer, director, employee, agent, attorney, or insurer of Employer. Nothing in this Section 23 shall prevent Employee from filing or maintaining a claim for workers' compensation, state disability insurance, or unemployment insurance benefits, and nothing in this Section 23 shall be construed to prevent or excuse Employee or Employer from, using existing internal procedures for the resolution of complaints. Employee may bring claims before administrative agencies when the law permits the agency to adjudicate those claims, even when there is an agreement to arbitrate; examples include claims or charges with the United States Equal Employment Opportunity Commission (or comparable state agency), the National Labor Relations Board, the U.S. Department of Labor, or the Office of Federal Contract Compliance Programs. Nothing in this Section 23 shall require arbitration of disputes that are excluded from coverage by this Section 23 or by law.

b. Employer and Employee agree that any dispute in arbitration will be brought on an individual basis only, and not on a class, collective, or representative basis on behalf of others (this agreement to be referred to hereafter as the Class Action Waiver). The Class Action Waiver does not apply to any claim that Employee brings on behalf of both himself or herself and others under the California Private Attorneys General Act of 2004.

c. Employee will not be subject to any retaliation or discrimination if Employee seeks to challenge this arbitration provision or participate in a class, collective, or representative action in any forum, but Employer may lawfully seek enforcement of this Agreement under the Federal Arbitration Act and seek dismissal of any class, collective, or representative actions or claims to the fullest extent allowed by law.

d. The parties each expressly waive the right to a jury trial and agree that the arbitrator's award shall be final and binding on the parties, provided that any award shall be reviewable by a court of law to the fullest extent allowed by law, including for any error of law by the arbitrator. The arbitrator shall have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that the arbitrator considers appropriate, but only to the extent consistent with law. The parties expressly agree that the arbitrator shall have discretion to award the prevailing party reasonable costs and attorney fees incurred in bringing or defending an action under this Section 23, to the fullest extent allowed by law at the time the arbitration commences. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

e. Employer agrees to pay all costs and expenses unique to arbitration, including the arbitrator's fees.

24. Integration.

This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral and written agreements, understandings, commitments, and practices between them, including all prior employment agreements, whether or not fully performed by Employee before the date of this Agreement. Without limiting the generality of the foregoing, except as provided in this Agreement, all understandings and agreements, written or oral, relating to Employee's employment by Employer or Employer's payment of any compensation or provision of any benefit in connection therewith or otherwise are hereby terminated and shall be of no future force or effect. Employee represents and warrants that Employee is not relying on any representations made before or outside of this Agreement. No oral modifications, express or implied, may alter or vary the terms of this Agreement. No amendments to this Agreement may be made except by a writing signed by the CEO or President of Employer, and Employee. No employee is authorized to alter or vary the terms of this Agreement except by written agreement by the CEO or President of Employer. Any representations contrary to this Agreement, express or implied, written or oral, made after the date of this Agreement are hereby disclaimed.

25. Choice of Law.

This agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the conflict of laws provisions thereof, with the exception of any claims that may be governed by federal law, such as claims governed by the Federal Arbitration Act or the Employee Retirement Income Security Act.

26. Notices.

Any notice to Employer required or permitted under this Agreement shall be given in writing to Employer, either by personal delivery (including personal delivery by e-mail) or by registered or certified mail, postage prepaid, addressed to the CEO at Employer's then principal place of business. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at his home address then shown in Employer's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if delivered personally to the party to whom notice is to be given, or (b) on the third business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Section 28.

27. Severability.

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. If the Class Action Waiver in Section 29 is deemed to be unenforceable, then Employer and Employee agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective, or representative action in arbitration.

28. Employee's Representations.

Employee represents and warrants that he is not restricted, contractually or otherwise, from entering into this Agreement. Employee also warrants that he will not use or disclose any of his former employers' trade secrets, confidential information or proprietary information in the course of his employment by Employer.

29. Counterparts.

This Agreement may be executed on separate copies, any one of which need not contain signatures of more than one party but all of which taken together shall constitute one and the same Agreement.

30. Successors and Assigns.

This Agreement is intended to bind and inure to the benefit of and be enforceable by Employee and Employer and their respective successors and assigns, except that Employee may not assign any of his rights or duties under this Agreement without Employer's prior written consent.

31. Attorney Fees.

If any legal proceeding is necessary to enforce or interpret the terms of this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees as well as reasonable costs and disbursements (including expert witness fees), in addition to any other relief to which the prevailing party may be entitled.

32. Amendments.

No amendments or other modifications to this Agreement may be made except by a writing signed by both parties.

33. No Third Party Rights Conferred.

Except for Employee's estate under Section 21, above, and any successor of Employer under Section 22, above, nothing in this Agreement, express or implied, is intended to confer on any third person any rights or remedies under or because of this Agreement. There are no third party beneficiaries of this Agreement.

34. Non Disparagement.

During Employee’s employment Employee shall make no material negative or derogatory comments, oral or written, directly , indirectly or by innuendo about the Company, its officers, directors or employee.

Executed by the parties on March 14, 2018, at Irvine, California, to be effective on the date first above written.

/s/ George Mangiaracina_______________
George A. Mangiaracina

Impac Mortgage Corp.,
a California corporation
Impac Mortgage Holdings, Inc.
A Maryland corporation

By: __/s/ Ron Morrison__________________
Name: ___Ron Morrison________________
Its: _____EVP___________________________

EXHIBIT A

JOb DESCRiption and related ENTITIES

Direct, administer and coordinate the activities of the Organization in support of policies, goals and objectives established by the Chief Executive Officer and the Board by performing the following duties personally or through subordinate managers. For purposes of this Exhibit A., “Organization” means the Employer and any affiliates or related entities of Employer for whom Executive is requested, to provide services pursuant to the Agreement. Guide and direct management in the development, strategy, growth, production, expansion into new geographic areas, promotion and the financial aspects of the Organization’s products and services. Direct the preparation of short-term and long-range plans and budgets based on broad corporate goals and growth objectives. Oversee executives who direct department activities that implement the Organization’s policies. Create the structure and processes necessary to manage the Organization’s current activities; and its projected growth. Implement programs that meet the Organization’s goals and objectives. Maintain a sound plan of corporate Organization, establishing policies to ensure adequate management development and to provide for capable management succession. Develop and install procedures and controls to promote communication, and adequate information flow within the Organization. Establish operating policies consistent with the Chief Executive Officer’s broad policies and objectives and ensure their execution. Evaluate the results of overall operations regularly and systematically and reports these results to the Chief Executive Officer and the Board. Define responsibilities, authorities and accountability of all direct subordinates and manage compliance with same. Monitor all Organization, activities and operations for compliance with local, state and federal regulations and laws governing business operations, and implement and oversee programs designed to ensure such compliance. Manage a staff of employees including but not limited to insuring compensation structures within the Division are appropriate. Perform supervisory duties to include: hiring, corrective action, performance appraisals, salary reviews, counseling, work scheduling, training and budgeting. Executive’s responsibilities do not include those of an advertising spokesperson, appearing in commercials or other media or materials distributed to the public. Employer will not publish Executive’s image or likeness without Executive’s consent.

Executive acknowledges and understands that Executive may be requested by Employer to devote some or all of Executive’s time and effort curing the term of employment pursuant to the Agreement to the businesses of Employer’s affiliates or related entities pursuant to certain agreements between and among Employer and such affiliates or related entities.

Executive understands and acknowledges that Executive’s obligations under the Agreement, including Executive’s duties under the Proprietary Rights and Inventions Agreement entered into, shall apply and extend, to Executive’s knowledge of the business of Employer’s affiliates or related entities and any trade secret or other confidential or proprietary information relating to same.

EXHIBIT B

EXAMPLES FOR A 2018 ANNUAL BONUS

1. If the Annual Bonus for 2018 is $250,000 or less it is paid in full in cash.

2. If the Annual Bonus for 2018 is $500,000 and declared on March 30, 2019, then:

   A. $250,000 is paid in cash

   B. An additional $125,000 is paid in cash

   C. Employee is given $125,000 in Restricted IMH stock * which if valued at $10 per share (for example purposes only) constitutes 12,500 shares. The shares would vest 4,167 shares on the one year anniversary date of the Bonus declaration (March 30, 2019), 4,166 shares on March 30, 2020 and the final 4,166 shares on March 30, 2021.

· The value of the shares is determined as the average dosing price of the stock on the 20 trading days prior to that year's 10K filing. The restricted stock grant would then be issued within 20 days of the filing of the 10K for that year but the vesting would be based upon the Bonus Declaration date as set forth above.

EXHIBIT C

EMPLOYEE CONFIDENTIALITY, NON-DISCLOSURE, AND NON-RECRUITING AGREEMENT

This Employee Confidentiality, Non-Disclosure, and Non-Recruiting Agreement (hereinafter referred to as the “Agreement”) is entered into by and between Impac Mortgage Corp., a California corporation (hereinafter referred to as the “Company”) and the employee whose name and signature appear below (hereinafter referred to as the “Employee”) as of the date indicated below, in regard to the following facts:

A. Company is involved in the business of providing residential mortgages to individuals (hereinafter “Company Business”).

B. As part of Employee’s employment with the Company, Employee has or will be exposed to and/or provided with trade secrets (hereinafter referred to as “Trade Secrets”) and proprietary and confidential information (hereinafter referred to as “Confidential Information”) relating to the operation of the Company Business and its clients or customers.

C. The Company wishes to protect its Trade Secrets and Confidential Information from unauthorized possession, use or disclosure, and to protect itself from unfair competition. Accordingly, Employee acknowledges that a part of the consideration Employee is providing the Company in exchange for his/her employment and continued employment with the Company is Employee’s agreement to maintain the secrecy of the Company’s Trade Secrets and Confidential information in the manner provided herein.

In consideration of the foregoing, Employee agrees as follows:

1. **Duty of Loyalty.** While employed by the Company, Employee agrees at all times to devote his/her best efforts to the business of the Company, to perform conscientiously all duties and obligations required or assigned, and not to usurp, for persona! gain, any opportunities in the Company’s line of business.

2. **Protection of the Company’s Trade Secrets and Confidential Information.**

A. Definition of “Trade Secrets.” Employee acknowledges and agrees that, through Employee’s employment with the Company, Employee has or will be exposed to and/or provided with the Company’s Trade Secrets. “Trade Secrets” mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use and (2) is the subject of efforts that are reasonable under the circumstances to maintain it secrecy. The Company’s Trade Secrets include, but are not limited to, the following: The Company’s files and records regarding customers, prospective customers, independent contractors, subcontractors, vendors, and suppliers, such as contact information; customer lists; prospective customer lists; customer profiles, needs, specifications, account history, habits, and correspondence; information and documents pertaining to analyses and forecasts of production capacity and readiness to meet customer needs; business plans and strategy; information and documents regarding, development, testing, and composition of the Company's products and services (including, but not limited to, manuals, formulas, flowcharts, specifications, and other products containing information that may be useful to a competitor); custom forms and documents created for internal use in conducting Company Business; software developed by or for the benefit of the Company and related data source code and programming information (whether or not patentable or registered under copyright or similar statutes); the methods and systems used by the Company in soliciting, marketing, selling and providing its products and services to its customers; financial and accounting information, such as budgets, cost, pricing, and billing information, estimating processes, revenues, and profit margins, targets, and forecasts; unpublished financial statements; and sales and marketing plans, strategies, programs, methods, and techniques. Employee acknowledges and agrees that the Company's Trade Secrets are not generally known to the public or to the Company's competitors, were developed or compiled at significant expense by the Company over an extended period of time, are the subject of the Company's reasonable efforts to maintain their secrecy, and that the Company derives significant independent economic value by keeping its Trade Secrets a secret.

B. Definition of "Confidential information." Employee acknowledges and agrees that, through Employee's employment with the Company, Employee has or will be exposed to and/or provided with the Company's Confidential Information. "Confidential Information" means all information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, and whether the information is simply in Employee's head, that has been provided to Employee during Employee's employment with the Company and/or Employee has gained access to while employed by the Company and/or was developed by Employee in the course of Employee's employment with the Company, that is proprietary and confidential in nature. The Company's Confidential Information includes, but is not limited to, information believed by the Company to be a Trade Secret that ultimately does not qualify as such under applicable state or federal law but nonetheless was maintained by the Company as confidential, as well as other information maintained as confidential by the Company, including, but not limited to: information concerning the nature of the Company Business and its manner of operation; the methods, strategies, programs, and systems used by the Company in soliciting, marketing, selling and providing its products and services to its customers; financial and accounting information (such as cost, pricing and billing information, price lists, customer profiles and needs, financial policies and procedures estimating processes, revenues, and profit margins, targets, and forecasts); sales and marketing information, such as sales strategies and programs; information concerning the Company's customers and prospective customers (including, but not limited to, customer lists, prospective customer lists, product and service pricing information, revenues from customer accounts, customer purchasing habits and special needs, contract terms and expiration dates, personal and private information and data of customers and prospective customers, correspondence with customers, negotiation histories, billing histories, and any information about specific customers' needs and pricing or service preferences); information identifying persons who previously purchased any products or services from the Company; information concerning the Company's independent contractors, subcontractors, vendors, and suppliers (including lists of all the foregoing); plans and projections for business opportunities for new or developing business; information regarding the Company's products and services, such as technical data design, flowcharts, plans, proposals, processes, formulae, data and know-how, discoveries, developments, designs, improvements, inventions (whether or not patentable), experimental and research work, and methods; computer and electronic systems, programs, software, disks, tapes, reports, memoranda, charts, notes, manuals, and drawings; software developed by or for the benefit of the Company and related data source code and programming information (whether or not patentable or registered under copyright or similar statutes); unpublished financial statements, budgets, projections, and licenses; employee training methods and employee policies and procedures; personnel files and employment-related records of the Company's current and former employees (other than Employee's information) (including, but not limited to, information related to the hiring, recruitment, retention, and termination of the Company's current and former employees, as well as information related to their job duties, assignments, skills, performance, discipline, promotions, compensation, benefits, leaves of absence, and medical files); the Company's organizational structure and internal correspondence regarding personnel changes and internal reporting structures; and information concerning the Company Business relationships with persons, firms, corporations and other entities. Additionally, Confidential Information includes private information of and/or about the Company's customers that the Company collects, compiles and maintains, including without limitation credit information, social security numbers, addresses, phone numbers, and other private data, whether or not the Company has a legal obligation to safeguard the privacy of such information under applicable state and federal law.

C. Information Not Included Within the Definition of Trade Secrets and/or Confidential Information. For avoidance of doubt, the Company's Trade Secrets and Confidential Information do not include any information that: (1) is already in the public domain or becomes available to the public through no breach by Employee of this Agreement; (2) was lawfully in the Employee's possession prior to disclosure to Employee by Company; (3) is lawfully disclosed to Employee by a third party without any obligations of confidentiality attaching to such disclosure; or (4) is developed by Employee entirely on his/her own time without the Company's equipment, supplies or facilities and does not relate at the time of conception to the Company Business or actual or demonstrably anticipated research or development of the Company.

D. Company Property. Employee acknowledges and agrees that all Trade Secrets and Confidential Information developed, created or maintained by Employee, alone or with others, while he/she is employed by the Company, shall remain at all times the sole property of the Company, regardless of where such Trade Secrets and Confidential Information may be stored or maintained by Employee, including, without limitation, on any personal electronic or mobile device owned by Employee. Employee further acknowledges and agrees that all contact information of and ail communications (including emails, text messages, and other private electronic messages) with the Company's customers, prospective customers and vendors that Employee may come to possess during Employee's employment with the Company shall remain the sole property of the Company even if Employee stores such information on Employee's personal cell phone or electronic device, and Employee shall not take and fail to return such information after termination of Employee's employment with the Company for any reason.

E. Safeguarding of Company's Property and Information. Employee is strictly prohibited, at all times during Employee's employment with the Company except with prior written approval of the Company's President, from forwarding from Employee's Company email account to Employee's personal email account(s) any emails or documents containing any Company Trade Secrets and/or Confidential Information, as well as from copying, transferring or uploading to Employee's personal Cloud-based or online storage accounts such as a personal

Dropbox or Google Docs account any documents containing any Company Trade Secrets and/or Confidential Information. Employee is also strictly prohibited, at all times during Employee's employment with the Company except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Company Trade Secrets and/or Confidential information, including without limitations the same in electronic or digital form. Employee shall not leave any of the Company's Trade Secrets and Confidential Information unattended in any area, whether on or off the Company's premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Company's Trade Secrets and Confidential Information.

F. Company-issued or Subsidized Electronic Devices. If Employee is issued any electronic device by the Company such as a smart phone, iPad, laptop computer, or external hard drive, or if the Company is otherwise subsidizing the cost of Employee's use of any electronic device, Employee agrees that the following shall govern Employee's use, access, and possession of such devices: (1) Employee has no right to privacy with respect to any data that is stored on the device; (2) Employee's use of the device shall be in accordance with the Employee Handbook policies pertaining to use of Company equipment, computers, networks and systems; (3) Employee will not use the device in any circumstances in which use of the device may distract Employee or others from any business task that requires close attention or otherwise may create an unsafe condition; (4) Employee will not use the device in a manner that violates any applicable federal, state and local laws such as driving laws; (5) Employee will return all such devices to the Company when requested to do so by the Company and/or immediately upon termination of Employee's employment with the Company for any reason; (6) as soon as Employee begins to consider leaving the Company or Employee realizes his/her employment with the Company has or will soon come to an end, Employee will not wipe or delete or cause any data to be wiped or deleted from any such device before returning the device to the Company; (7) as soon as Employee's employment with the Company terminates for any reason, or as soon as the Company requests that Employee return the device for any reason, Employee no longer has authorization or consent from the Company to access the device and Employee will not access the device for any reason before returning it to the Company; and (8) before Employee returns the device to the Company, whether upon request by the Company to return it or termination of Employee's employment, if Employee has stored any data on the device that Employee considers to be personal, Employee will not retrieve or access the device to retrieve such personal data except with the written consent of the Company or in the presence of an authorized Company representative.

G. Covenant Not to Use, Publish or Disclose the Company's Trade Secrets and/or Confidential Information During and After Termination of Employment. Employee acknowledges and agrees that Employee's employment with the Company creates a relationship of confidence and trust with the Company with respect to all of the Company's Trade Secrets and Confidential Information. Therefore, at any time during Employee's term of employment or following the termination of Employee's employment with the Company, whether voluntary or involuntary, Employee shall not, except as required in the conduct of the Company Business or as authorized in writing by the Company, use, publish or disclose any of the Company's Trade Secrets and/or Confidential Information in any manner whatsoever. Notwithstanding the foregoing, this

Section 2.G. does not prohibit or limit the right of Employee to discuss, debate and communicate with other employees of the Company regarding his or her workplace terms and conditions of employment, including wages. Additionally, Employee's agreement not to disclose or use Trade Secrets and/or Confidential information includes an agreement to exercise due diligence and reasonable care when handling, maintaining, transferring, disposing or storing any Trade Secrets and/or Confidential Information so as to not violate any consumer federal or state privacy laws. Employee also agrees to fully and completely comply with any and all security and privacy policies enacted by the Company, including but not limited to all policies and directives of Company.

H. <u>Covenant Not to Solicit the Company's Clients and/or Customers After Termination of Employment Through the Use of the Company's Trade Secrets and/or Confidential Information</u>. Employee agrees that for a period of one (t) year following the termination of his/her employment with the Company, whether voluntary or involuntary, Employee shall not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients and/or customers for the purposes of providing products or services that are competitive with those provided by the Company where such solicitation and/or attempt at solicitation is done by Employee through the use of the Company's Trade Secrets and/or Confidential Information.

3. **<u>Non-Recruiting Covenant</u>**. Employee acknowledges and agrees that the Company has invested substantial time and effort in assembling its present personnel and that as a result of Employee's employment with the Company, Employee will become privy to and familiar with Company's personnel and recruiting practices and strategies and with Company's human capital and talent. Therefore, Employee agrees that for one (1) year following his/her termination of employment with the Company, whether voluntary or involuntary, Employee will not directly or indirectly recruit, or attempt to recruit, any employee of the Company, or induce or attempt to induce any employee of the Company, to terminate or cease employment with the Company. Notwithstanding the foregoing, nothing in this Section 3 shall prevent Employee from receiving and considering any application from any employee of the Company that is not solicited by Employee or on Employee's behalf.

4. <u>Covenant Not to Compete During Term of Employment</u>. Employee promises that during his/her term of employment with the Company, he/she shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the subject matter of his/her employment with the Company or relating to the Company's line of business.

5. **<u>Reasonableness of Restrictive Covenants</u>.** Employee acknowledges that he/she has carefully read and considered Sections 2, 3 and 4 of this Agreement and agrees that the restrictions set forth therein are fair and reasonable, are supported by valid consideration, and are reasonably required to protect the legitimate business interests of the Company.

6. **<u>Defend Trade Secrets Act Immunity</u>.** Notwithstanding any provisions in this Agreement or Company policy applicable to the unauthorized use or disclosure of trade secrets, Employee is hereby notified that, pursuant to the Defend Trade Secrets Act as contained in 18 U.S.C. § 1833, Employee cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (a) in confidence to a Federal,

State, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law. Employee also may not be held so liable for such disclosures made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, in addition, individuals who file a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order provided the Employee's actions are consistent with 18 U.S.C. § 1833.

7. **Prior Agreement, Relationshops and Commitments.**

A. Except as disclosed in the form attached hereto as Exhibit A. Employee has no agreements, relationships, or commitments to any other person or entity that conflict with or would prevent Employee from performing any of Employee's obligations to the Company under this Agreement, or would otherwise prevent Employee from performing his/her job duties while employed by the Company.

B. Employee will not disclose and has not disclosed to the Company and will not use, or induce the Company to use, any trade secrets or confidential information of others. Employee represents and warrants that he/she has returned all property, trade secrets and confidential information belonging to others and is not in possession of any such property, confidential information or trade secrets.

C. Employee agrees to indemnify, defend and hold harmless the Company and its officers, directors and employees from any and all claims, damages, costs, expenses or liability, including reasonable attorney's fees incurred in connection with or resulting from any breach or default of the representations and warranties contained in this Section 8.

8. **Termination of Employment.** If Employee's employment with the Company is terminated for any reason, whether voluntarily or involuntarily, Employee shall promptly, regardless of whether requested by Company to do so at the time of Employee's termination:

A. Inform the Company of and deliver to the Company all records, files, electronic data, documents, plans, reports, books, notebooks, notes, memoranda, correspondence, contracts and the like in Employee's possession, custody or control that contain any of the Company's Trade Secrets or Confidential Information which Employee prepared, used, or came in contact with while employed by the Company;

B. Inform the Company of and deliver to the Company all records, files, electronic data, documents, plans, reports, books, notebooks, notes, memoranda, correspondence, contracts and the like in Employee's possession, custody or control that pertain in any way to the business of the Company and which Employee prepared, used, or came in contact with while employed by the Company;

C. Deliver to the Company all tangible property in Employee's possession, custody or control belonging to the Company, including, but not limited to, key cards, office keys, cell phone, pagers, personal digital assistants, external hard drives, thumb drives, zip drives, lap top computers and desk top computers;

D, and

9. **Injunctive Relief.** Employee acknowledges and agrees that if the Company's Trade Secrets and/or Confidential information were disclosed to a competing business or used in an unauthorized manner as provided herein, such unauthorized disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company for which the Company may not have an adequate remedy at law. As such, Employee agrees that the Company shall be entitled to any proper injunction, including but not limited to temporary, preliminary, final injunctions, temporary restraining orders, and temporary protective orders, to enforce Sections 2, 3, 4 and 5 of this Agreement in the event of breach or threatened breach by Employee, in addition to any other remedies available to the Company at law or in equity. The restrictive covenants contained in this Agreement are independent of any other obligations between the parties, and the existence of any other claim or cause of action against the Company is not a defense to enforcement of said covenants by injunction.

10. **Notice to Third Parties.** Employee authorizes the Company to provide a copy of this Agreement to third parties, including, but not limited to, Employee's subsequent, anticipated, or possible future employers.

11. **At-Will Employment.** Employee agrees and understands that nothing in this Agreement shall confer any right with respect to continuation of employment with the Company, nor shall it interfere in any way with Employee's right or the Company's right to terminate Employee's employment at any time, with or without cause, with or without notice.

12. **Waiver.** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right.

13.

14. **Entire Agreement.** This is the entire agreement between the Company and Employee regarding the secrecy, use and disclosure of the Company's Trade Secrets and Confidential Information and this Agreement supersedes any and all prior agreements regarding these issues. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws. This Agreement consists of a series of separate restrictive covenants, all of which shall survive and be enforceable in law and/or equity after Employee's termination or cessation of employment.

15. **Severability.** Each provision of this Agreement is intended to be severable, if any court of competent jurisdiction determines that one or more of the provisions of this Agreement, or any part thereof, is or are invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this

Agreement shall be given full force and effect while being construed as if such invalid, illegal or unenforceable provision had not been contained within it. If the scope of any provision in this Agreement is found to be too broad to permit enforcement of such provision to its full extent, Employee consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.

16. **Incorporation of Recitals.** The Recitals referenced at the beginning of this Agreement are hereby incorporated by this reference into this Agreement as material terms of this Agreement.

17. **Counterparts and Facsimile/Digital Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes.

The undersigned acknowledges that he/she has read and understood this Agreement, and that he/she signs this Agreement intending to be bound by its terms as of the date indicated below.

____
Employee's Signature

____
Employee's Printed Name

____
Date

Accepted and agreed to:

Impac Mortgage Corp., a California corporation

By:___________________________________

Printed Name:__________________________

Title:.________________________________

Date:__________________________________

EXHIBIT A

PRIOR AGREEMENTS, RELATIONSHIPS AND COMMITMENTS

I represent and warrant that, except as disclosed below, I have no agreements, relationships, or commitments to any other person or entity that conflict with or would prevent me from performing any of my obligations to the Company under this Agreement, or would otherwise prevent me from performing my job duties while employed by the Company (if none, so state):

____

Date: ____

[Employee’s Signature]

EXHIBIT D

EMPLOYMENT SEPARATION AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS

1. **Parties.** This is a confidential Employment Separation Agreement and General Release (hereafter "Separation Agreement") and is entered into by and between George A. Mangiaracina (referred to herein as "Employee") and Impac Mortgage Corp. and Impac Mortgage Holdings, Inc. (jointly referred to as "Impac") on behalf of itself and its agents, employees, officers, directors, shareholders, parents, subsidiaries, affiliates, predecessors, partners, principals, administrators, representatives, attorneys, insurers, reinsurers, and beneficiaries and all persons acting by, through, under, or in concert with these entities or persons, and each of their respective successors and assigns (collectively, "Impac's Representatives"). The effective date of this Separation Agreement is ("Effective Date"). The term "Party" or "Parties" as used herein shall refer to Employee and/or Impac, as may be appropriate.

2. **Recitals.** The purpose of this Separation Agreement is to formally and permanently separate Employee from employment with Impac and for Employee to provide a general release to Impac and Impac's Representatives for any and all known or unknown claims.

3. **Review and Revocation.** Employee has up to twenty-one (21) calendar days from the Effective Date to consider this Separation Agreement. Once the Employee executes this Separation Agreement, the Employee has the right to revoke this Separation Agreement for a period of seven (7) calendar days following the day the Employee executes this Separation Agreement. Any revocation within this period of time must be submitted, in writing, and state, "I hereby revoke my acceptance of our Separation Agreement." The revocation must be personally delivered or delivered by verifiable overnight mail to Impac attn.: Human Resources, 19500 Jamboree Road, Irvine, California 92612, and postmarked within seven (7) calendar days of execution of this Separation Agreement. This Separation Agreement shall not become effective or enforceable until the revocation period has expired and no sooner than eight (8) days after Employee dates and signs this Separation Agreement. If the last day of the revocation period is a Saturday, Sunday, or legal holiday in the state in which Employee was employed on the last day of employment, then the revocation period shall not expire until the next following day which is not a Saturday, Sunday, or legal holiday ("Revocation Period"). Employee agrees that any modifications, material or otherwise, to this Separation Agreement do not restart or affect in any manner the original up to twenty-one (21) calendar day consideration period.

4. **Dates of Employment.** Employee's has received regular pay through and Employee agrees that any regular pay has been stopped as of that date. Employee's employment records with the Company will reflect a termination date of .

5. **Separation Proceeds.** Upon the execution of this Separation Agreement and expiration of the Revocation Period, Impac shall pay the total sum of $ (the "Separation Proceeds"), less applicable withholdings, pursuant to the terms of that Key Executive Employment Agreement dated March 14, 2018.

6. **Benefits.** Employee will be eligible for Impac's COBRA program effective . If Employee elects COBRA coverage, Impac will pay the COBRA premium for Employee and his family for up to 6 months for coverage similar to what Employee had under Impac's available insurance. Thereafter, Employee will be responsible to remit monthly COBRA premiums to Impac's Administrator monthly to remain eligible for COBRA benefits.

7. **No Consideration Absent Execution of this Separation Agreement.** Employee understands and agrees that Employee will not receive the Separation Proceeds or any portion thereof or Benefits, absent the execution of this Separation Agreement.

8. **General Release of Claims.** In consideration of the Separation Proceeds set forth in Paragraph 4 above, the Employee irrevocably and unconditionally releases and forever discharges Impac and Impac's Representatives from any and all, known or unknown, asserted or unasserted, claims, liabilities, losses, agreements, rights, causes of action and expenses of any nature whatsoever based upon any act, omission or occurrence occurring from the beginning of time up to and including the Effective Date of this Separation Agreement. This general release includes, but is not limited to, any claims or rights the Employee may have under any federal, state or local laws or regulations affecting the terms and conditions of Employee's employment or prohibiting employment discrimination on the basis of any protected characteristic under applicable law(s), including but not limited to race, color, national origin, religion, sex, age, sexual orientation, ancestry, medical condition, marital status, physical or mental disability, or other public policy (including, but not limited to, those covered by the California constitution; the United States Constitution; the California Fair Employment and Housing Act, Cal. Govt. Code Section 12900, et seq.; the Civil Rights Act of 1964 (Title VII), as amended, 42 U.S.C. Section 2000e et seq.; the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code; the Fair Labor Standards Act, as amended; the National Labor Relations Act, as amended; the Labor-Management Relations Act, as amended; the Worker Adjustment and Retraining Notification Act of 1988, as amended; the Rehabilitation Act of 1973, as amended; the Age Discrimination of Employment Act, as amended, 29 U.S.C. Section 621 et seq.; the Americans With Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101, et seq.; the Equal Pay Act; the Older Workers Benefit Protection Act; the Pregnancy Discrimination Act; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. Section 1001, et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. Section 2601, et seq.; the Fair Credit Reporting Act; the Immigration Reform Control Act; the Occupational Safety and Health Act; the Uniformed Services Employment and Reemployment Rights Act; the Employee Polygraph Protection Act; the employee (whistleblower) civil provisions of the Criminal Fraud and Accountability Act (Sarbanes Oxley Act); the California Family Rights Act, as amended, Cal. Govt. Code Section 12945.1, et seq.; and the California Labor Code; and any personal gain with respect to any claim arising under the qui tarn provisions of the False Claims Act, 31 U.S.C. §3730. This also includes, but is not limited to, a release of any and all claims, allegations, demands and/or rights relating to Employee's prior employment with Impac, the ending or termination of that employment, the vesting or non-vesting of stock, and any other agreements and/or covenants between the Parties, including any claim alleging breach, rescission, non-performance or invalidity, any and all claims or torts arising under the statutes and common law of California and/or any other state or territory of the United States, excepting any action to enforce any provision(s) of this Separation Agreement. This Separation Agreement, upon full execution by the Employee, shall act as an irrevocable bar to any and all actions, lawsuits or proceedings brought by Employee against Impac

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and/or Impac's Representatives arising from or in connection with any matter covered by this Separation Agreement. However, if, notwithstanding this Separation Agreement, Employee brings an action against Impac or Impac's Representatives, based on any matter covered by this Separation Agreement, the Employee agrees to pay all costs and expenses incurred by Impac or Impac's Representatives in defending against such suit, including reasonable attorney fees.

9. **Waiver of Unknown Claims.** To effect a full and complete release as described above, the Employee expressly waives and relinquishes all rights and benefits afforded by California Civil Code Section 1542, or other similar statute(s), and do so understanding and acknowledging the significance of such specific waiver of Section 1.542 and/or other similar statute(s). Section 1542 of the Civil Code of the State of California states as follows:

> **A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by his or her must have materially affected his or her Separation with the debtor.**

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the Employee, the Employee expressly acknowledges that this release is intended to include in its effect, without limitation, all claims not known or suspected to exist in the Employee's favor as of the execution of this Separation Agreement, and that this release contemplates the extinguishment of any such claim or claims which the Employee has or may have against Impac or Impac's Representatives. The Parties do not know of any action at law or in equity or administrative proceedings currently pending which concern allegations, claims or demands made in or related to the employment of Employee or otherwise the subject of this Separation Agreement.

10. **Affirmation.** The Employee affirms that the Employee has not filed, caused to be filed, or presently is a party to any claim, complaint, proceeding or action against Impac or Impac's Representatives in any forum or form.

11. **Confidentiality.**

a. Employee agrees that unless directed to do so by a Court order, Employee will not publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the terms and/or conditions set forth in this Separation Agreement, the contents of the Separation Agreement, the existence of the Separation Agreement, and/or any and all discussions between the Parties regarding this Separation Agreement (hereafter collectively referred to as "Confidential Information") to any person, firm, organization or entity of any and every type, public or private, for any reason, at any time, without the prior written consent of the President of Impac.

b. Employee is permitted to disclose Confidential Information to Employee's spouse, immediate attorneys, financial planner(s), and accountants (collectively the "Employee's Group"). However, each member of Employee's Group to whom Employee discloses Confidential Information shall be bound to the confidentiality provisions hereof and any unauthorized disclosure of Confidential Information by any such person so informed shall constitute a breach by such Party of Paragraph 12 (a) above and a material breach of this Separation Agreement.

c. Employee is also permitted to disclose the amount of Separation Proceeds set forth in Paragraph 4 above, as required by law, to governmental taxing authorities.

12. **Governing Law and Interpretation.** This Separation Agreement shall be governed by and conformed in accordance with the laws of the State of California. In the event any Party breaches any provision of this Separation Agreement, it is understood an action may be instituted to specifically enforce any and all terms of this Separation Agreement. Should any provision of this Separation Agreement, except the general release language set forth in Paragraphs 7 and 8 above, be declared illegal or unenforceable by any court of competent jurisdiction and unable to be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Separation Agreement in full force and effect. The exclusive venue for any dispute arising out of this Separation Agreement shall be the United States District Court for the Central District of California or, in the event no federal jurisdiction exists, the Superior Court for the State of California.

13. **No Admission of Wrongdoing.** The Parties agree that neither this Separation Agreement, nor the entering into the Separation Agreement, nor the furnishing of the consideration for this Separation Agreement, shall be deemed or construed at any time for any purpose as an admission by Impac or any of Impac's Representatives of any liability, breach of contract, or otherwise unlawful or improper conduct, fault or wrongdoing of any kind. Indeed, Impac expressly denies liability, breach of contract, or any otherwise unlawful or improper conduct, fault or wrongdoing.

14. **No Transfer/Assignment of Claims.** Employee warrants and represents that Employee has not assigned or transferred, or purported to assign or transfer, to any person or entity all or any part of or any interest in any claim released under this Separation Agreement. Employee further represents that Employee is the sole owner of all rights, interests and claims released herein.

15. **Consultation with Counsel.** Employee warrants and represents that Employee has and/or was provided the opportunity to consult with an attorney and fully understands the terms and effect of this Separation Agreement. Employee also warrants and represents that Employee executes this Separation Agreement freely and voluntarily and without coercion or duress, and that Employee understands that this Separation Agreement releases all known and unknown claims of every kind which Employee may have against Impac or Impac's Representatives.

16. **Amendment.** This Separation Agreement may not be modified, altered or changed except upon express written consent of the Parties wherein specific reference is made to this Separation Agreement.

17. **Miscellaneous Provisions.**

a. The Parties agree that this Separation Agreement may be executed in counterparts and shall be deemed executed when the Parties have signed and transmitted counterparts to each other. All counterparts taken together shall constitute a single agreement.

Further, all signed faxed or emailed copies of this Separation Agreement shall be treated as if they are the original document.

b. This Separation Agreement was negotiated by the Parties. In the event any trier of fact should believe any term to be vague or ambiguous, this Separation Agreement shall be construed as if the Parties jointly prepared it.

c. Headings in this Separation Agreement are for convenience only and do not limit or define any provision.

18. **Entire Agreement.** This Separation Agreement in conjunction with the terms of the Key Executive Employment Agreement dated March 14, 2018 constitutes the entire agreement among the Parties, and fully supersedes any prior obligation, understanding or communication of the Parties to each other. The Parties acknowledge that they have not relied on any representations, promises, or agreements of any kind made to the Parties in connection with their decision to accept this Separation Agreement, except for those set forth in this Separation Agreement and in the Key Executive Employment Agreement dated March 14, 2018.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily execute this Separation Agreement as of the date set forth below:

Executed on ______________ 2017 By: ___________________________________
George A. Mangiaracina

Executed on ______________ 2017 By: ___________________________________

KEY EXECUTIVE EMPLOYMENT AGREEMENT

This Key Executive Employment Agreement (“Agreement”) is entered into as of April 1, 2018 between **Impac Mortgage Corp.**, **a California corporation (“IMC”)** and **Impac Mortgage Holdings, Inc., a Maryland corporation (“IMH”)** (and jointly referred to as “Employer”) and **Rian Furey** (“Employee”) on the following terms and conditions.

WHEREAS, Employer engages in the business of providing residential mortgages to individuals;

WHEREAS Employee desires to become employed by Employer as its Chief Operating Officer and President of Direct Lending on the terms and conditions set forth in this Agreement; and

WHEREAS Employer desires the services of Employee in order to obtain his specialized experience, abilities, and knowledge and is therefore willing to engage his services on the terms and conditions set forth below.

THEREFORE, in consideration of the above recitals and of the mutual promises and conditions in this Agreement and for other valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. Term of Employment.

The initial term of Employee under this Agreement shall begin on April 1, 2018 and end on December 31, 2019 (the “Initial Term”) and does not extend automatically. The Initial Term, together with any extensions agreed to in writing by an amendment signed by Employer and Employee, is hereinafter referred to as the “Term.”

2. Place of Employment.

Unless the parties agree otherwise in writing, during the Term, Employee shall perform the services he is required to perform under this Agreement at Employer’s offices, located in Orange County, California, provided, however, that Employer may from time to time require Employee to travel temporarily to other locations on Employer’s business.

3. Duties.

a. Employer shall employ Employee as its Chief Operating Officer and President of Direct Lending, and Employee shall perform such duties as customarily required of such a position, as identified in Exhibit A to this agreement. Employee will initially report to George Mangiaracina, Employer’s President, although Employer reserves the right to designate another individual to whom Employee will report.

b. The employment relationship between the parties shall be governed by the general employment policies and practices of Employer, as they may be amended from time to time, including but not limited to those relating to protecting confidential information and assignment of inventions and those pertaining to legal compliance and business ethics, provided, however, that when the terms of this Agreement differ from or conflict with Employer's general employment policies or practices, this Agreement shall control.

4. Outside Business Activities.

Subject to the terms and conditions set forth in this Agreement, Employer agrees to employ Employee as the Chief Operating Officer and President of Direct Lending, and Employee hereby accepts this employment. During the Term, Employee shall devote his full-time and best efforts to performing his duties and to Employer's business and affairs.

5. Time and Effort Required.

During the Term, Employee shall devote such time, interest, and effort to the performance of this Agreement as may, in the view of Employer, be fairly and reasonably necessary.

6. Competitive Activities.

During the Term, Employee shall not, directly or indirectly, whether as partner, employee, creditor, shareholder, or otherwise, promote, participate, or engage in any activity or other business competitive with Employer's business.

7. Base Salary.

Employee shall receive for services rendered an annual base salary of $500,000.00 payable on a semi-monthly basis in accordance with Employer's normal payroll practices, subject to all applicable tax withholdings and other authorized deductions.

8. Incentive Compensation.

In addition to the base salary, Employer will pay to Employee the following incentive compensation, subject to all applicable tax withholdings and other authorized deductions.

a. *Quarterly Bonus.* Employer will pay Employee a quarterly bonus of $187,500.00 per quarter for the second, third and fourth quarters of 2018. Beginning in year 2019, Employee will be eligible for MBO quarterly bonuses of up to $175,000.00 per quarter, based on Employee's performance (as measured by Employee's achievement of pre-determined performance objectives established for each calendar quarter) and Employer's profitability during the year.

b. *Annual Bonus.* For 2018, Employee will receive a payment of $500,000.00. Twenty percent (20%) of this amount will be paid in January 2019 with the remainder paid on or around the date of the filing of Employer's 2018 10-K. For 2019, Employee will receive a payment of $550,000.00. Twenty percent (20%) of this amount will be paid in January 2020 with the remainder paid on or around the date of the filing of Employer's 2019 10-K.

c. If Employee gives notice of termination of this Agreement under Section 17 or is terminated under Section 20, below, Employee will receive a pro-rata share of the above described incentive compensation as of the Termination Date.

9. Stock Options.

a. Employee will be eligible to participate in the stock option program of Impac Mortgage Holdings, Inc. ("Parent Company"). Grants under this program are typically made annually and are up to the complete discretion of the Board of Directors of the Parent Company.

b. The terms and conditions of the stock options are set forth in option agreements entered between Employer and Employee concurrently herewith and are subject to the terms and conditions of the plan under which the stock options were issued. If a conflict arises between this Agreement and any such option agreement or plan, the option agreement and plan shall govern.

10. Additional Benefits.

During the Term, Employee shall be entitled to receive all other benefits of employment generally available to Employer's other employees when and as he becomes eligible for them, including, medical, dental, life, and disability insurance benefits.

Employer reserves the right to modify, suspend, or discontinue any and all of the above benefit plans, policies, and practices at any time without notice to or recourse by Employee, as long as such action is taken generally with respect to other similarly situated persons and does not single out Employee.

11. Vacation.

Employee shall be entitled to five (5) weeks of paid vacation in accordance with Employer's policies and practices in effect with respect to Employer's other employees. The days selected for Employee's vacation shall be mutually agreeable to Employer and Employee so that Employer's business operations will not be unduly interrupted.

12. Expense Reimbursement.

During the Term, Employer shall reimburse Employee promptly for reasonable and necessary business expenses made and substantiated in accordance with applicable law and the policies and procedures established from time to time by Employer with respect to Employer's other employees. Employer shall furnish Employee with reasonable office space, assistance, and facilities.

13. Ownership of Intangibles and Confidential Proprietary Information Obligations.

Simultaneously with executing this Agreement, Employee agrees to execute the Employer's Confidentiality, Non-Disclosure, and Non-Recruiting Agreement and Employee Assignment of Interest in Inventions Agreement, a copy of which is attached hereto and incorporated herein as Exhibit B.

14. Indemnification by Employer.

Employer shall, to the maximum extent permitted by law, indemnify and hold Employee harmless for any acts or decisions made in good faith while performing services for Employer. Employer is currently in the process of preparing and providing new Indemnity Agreements to its Officers and Directors and Employee will be provided and given the same Indemnification rights provided to such Officers and Directors, however it is understood that such indemnification rights will not be applicable as to any action brought against Employee by Employer.

15. Termination of Employment; Termination Date.

The date on which Employee's employment by Employer is deemed to have ceased, as defined in the provisions below, is referred to as the "Termination Date."

16. Termination without Cause with Severance Payment.

a. On 30 days' prior written notice, Employer may terminate Employee without Cause (as defined in Section 18), provided, however, that Employer reserves the right to terminate Employee's employment immediately and provide 30 days' pay in lieu of notice to Employee.

b. If Employee's employment is terminated under this Section 16, Employee shall receive payment for all accrued salary, vacation time, a pro-rata portion of the incentive compensation set forth in Section 8, and benefits under benefit plans of Employer through the Termination Date, which for purposes of this Section 16 shall be the date specified in the notice from Employer. Except as otherwise stated in this Agreement, provided that Employee executes a general release in favor of Employer in a form acceptable to Employer, Employer shall also pay to Employee as severance pay the amount of $500,000.00 (payable in equal installments over the following 12 months) less applicable tax withholdings and other authorized deductions.

c. After the Termination Date, Employer shall not pay to Employee any other compensation or payment of any kind, including severance or payment in lieu of notice. Except as otherwise provided in this Section 16, all benefits provided by Employer to Employee under this Agreement or otherwise shall cease as of the Termination Date.

17. Termination of Employment by Employee.

In the event of substantial diminution in Employee's duties, authority, pay, or responsibilities without organizational performance or market justification as determined by Employer, or in the event of a sale (including a sale of all or substantially all of its assets) or change in control of IMH, Employee may terminate his employment, provided, however, that Employee shall give Employer 30 days' written notice before any such termination, specifying the nature of the circumstance allegedly justifying such termination by Employee, and Employer shall have until the end of such 30-day period to cure such circumstances in all material respects. A termination in these circumstances shall be treated as a termination without cause, and Employee shall be entitled to the severance payments and benefits as set forth in Section 16, above. The Termination Date under this Section 17 shall be the day after the 30-day cure period expires if Employer fails to cure those circumstances in all material respects by the expiration of that cure period.

18. Termination for Cause.

a. *Termination; Payment of Accrued Salary, Unused Vacation Time and Benefits.* The Board of Directors may terminate Employee's employment with Employer at any time for Cause (as defined below), provided, however, that (i) Employer shall give written notice specifying the circumstances upon which a determination of Cause has been made, and (ii) Employee shall have a 30-day period to cure such circumstances, if curable. The Board may proceed with a termination pursuant to this Section 18 in the event the Employee does not cure the specified circumstances within the 30-day period, if applicable. In that event Employee shall not be entitled to the benefits described in Section 16b, and Employee shall receive payment for all accrued salary, unused vacation time, and benefits under Employer's benefit plans through the Termination Date, which for purposes of this Section shall be the date on which notice of termination is given. Employer shall have no further obligation to pay any compensation of any kind (including, without limitation, any incentive compensation or portion of incentive compensation that otherwise may have become due and payable to Employee with respect to the year in which such Termination Date occurs, which for purposes of this Agreement shall be the date specified in Employer's notice) or severance payment of any kind or to make any payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

b. *Definition of Cause.* "Cause" means the occurrence or existence of any of the following with respect to Employee, as determined by an affirmative majority vote of the Board of Directors of Impac Mortgage Holdings, Inc. :

(1). Employee is convicted of (or pleads nolo contendere to (A) a crime of dishonesty or breach of trust, including such a crime involving either the property of Employer (or any affiliate, subsidiary, or related entity of Employer) or, the property entrusted to Employer (or any affiliate, subsidiary, or related entity of Employer) by its clients, including fraud, or embezzlement or other misappropriation of funds belonging to Employer (or any affiliate, subsidiary, or related entity of

Employer) or any of their respective clients, or (B) a felony leading to incarceration of more than 90 days or the payment of a penalty or fine of $100,000 or more;

(2). Employee materially and substantially fails to perform Employee's job duties properly assigned to Employee after being provided 30 days prior written notification by the Board of Directors of Impac Mortgage Holdings, Inc. setting forth those duties that are not being performed by Employee; provided that Employee shall have a reasonable time to correct any such failures to the extent that such failures are correctable and Employer may not terminate Employee for "cause" on the basis of any such failure that is cured with a reasonable time.

(3) Employee has engaged in willful misconduct or gross negligence in connection with his service to Employer (or any affiliate, subsidiary, or related entity of Employer) that has caused or is causing material harm to Employer (or any affiliate, subsidiary, or related entity of Employer;

(4) Employee's material breach of any of the terms of this Agreement or any other obligation that Employee owes to Employer (or any affiliate, subsidiary, or related entity of Employer), including a material breach of trust or fiduciary duty or material breach of any proprietary right and inventions or confidentiality agreement between Employer and Employee (or between Employee and any affiliate, subsidiary, or related entity of Employer) (as such agreements may be adopted or amended from time to time by Employer and Employee).

19. <u>Termination on Resignation.</u>
Employee may voluntarily terminate his employment with Employer at any time on 30 days' prior written notice. If Employee provides such notice, Employer, at its discretion, may accelerate the termination of Employee's employment to any date after receipt of such notice from Employee and before the date of the termination specified in such notice from Employee. Any acceleration of the termination of Employee's employment shall be effective on written notice being delivered to Employee by Employer. On any such acceleration by Employer, Employee shall not be entitled to any payment in lieu of notice. If Employee's employment is terminated under this Section 19, Employee shall receive payment for all accrued salary, unused vacation time, and benefits under Employer's benefit plans through the Termination Date, which for purposes of this Section 19 shall be the earlier of (a) the date on which the 30 days referred to above expires, (b) the date to which Employer elects to accelerate the termination of Employee's employment, or (c) the date on which Employee ceases performing duties under this Agreement. Employer shall have no further obligation to pay compensation of any kind (including without limitation any incentive compensation or portion of incentive compensation that may otherwise have become due and payable to Employee with respect to the year in which the Termination Date occurs, which for these purposes shall be the date specified in Employer's notice) or severance payment of any kind or to make any payment in lieu of notice. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

20. Termination Because of Disability.

Employer may terminate Employee's employment if Employee suffers a disability that renders Employee unable to perform the essential functions of the position, even with reasonable accommodation, for three (3) months in any 12-month period and if there is no vacant position to which Employee could be transferred for which he is qualified. The terms "disability, "essential functions," and "reasonable accommodation" are to given the definitions provided by state and federal law; notwithstanding the language of this Section 20, Employee shall be entitled to protections and remedies afforded him by state and federal law. A termination in these circumstances shall be treated as a termination with cause, and Employee shall receive a pro-rata portion of the incentive compensation set forth in Section 8, but not be entitled to the severance payment set forth in Section 16, above. All benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

21. Termination on Death.

If Employee dies before the term of this Agreement expires, Employer shall pay to Employee's estate the accrued portion of Employee's salary and vacation time and benefits that Employee is then entitled to receive under Employer's benefit plans through the Termination Date (which for purposes of this Section 21 shall be the date of Employee's death), less standard withholdings for tax and Social Security purposes. Employer shall have no obligation to make any other payment, including severance or other compensation, of any kind (including, without limitation, any bonus or portion of a bonus that may otherwise have become due and payable to Employee with respect to the year in which the Termination Date occurs). All other benefits provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

22. Employer's Right to Assign Agreement.

In the event of a merger in which Employer is not the surviving entity, or of a sale of all or substantially all of Employer's assets, Employer may, at its sole option, assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of the Employer's business through that merger or sale of assets.

23. Rights and Obligations after Notice of Termination.

If Employee gives notice of termination of this Agreement under Sections 17 or 19, above, or if it becomes known that this Agreement will otherwise terminate in accordance with its provisions, Employer may, in its sole discretion and subject to its other obligations under this Agreement, relieve Employee of his duties under this Agreement and assign Employee other reasonable duties and responsibilities to be performed until the termination becomes effective.

24. Duty of Cooperation after Termination.

Employee agrees to cooperate with Employer, during the term of this Agreement and 90 days thereafter (including following Employee's termination of employment for any reason), by being reasonably available to testify at the request of Employer or any subsidiary or affiliate in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and to assist Employer, or any subsidiary or affiliate, in any such action, suit, or proceeding by providing information and meeting and consulting with Employer, or representatives of or counsel to Employer, or any subsidiary or affiliate, as reasonably requested. Employer agrees to reimburse Employee for all expenses actually incurred in connection with Employee's provision of testimony or assistance (including attorney fees incurred in connection therewith) on submission of appropriate documentation to Employer.

25. Dispute Resolution and Binding Arbitration.

a. Employee and Employer agree that any dispute that arises out of or relates to Employee's employment relationship with Employer, the termination of that employment relationship, or the validity, enforceability, or breach of this Agreement (including this Section 25) shall be submitted to binding arbitration in accordance with the Federal Arbitration Act, not the California Arbitration Act. For the purposes of this Section 25, "Employer" includes any of its affiliates, successors, subsidiaries, or parent companies and any present or former officer, director, employee, agent, attorney, or insurer of Employer. Nothing in this Section 25 shall prevent Employee from filing or maintaining a claim for workers' compensation, state disability insurance, or unemployment insurance benefits, and nothing in this Section 25 shall be construed to prevent or excuse Employee or Employer from using existing internal procedures for the resolution of complaints. Employee may bring claims before administrative agencies when the law permits the agency to adjudicate those claims, even when there is an agreement to arbitrate; examples include claims or charges with the United States Equal Employment Opportunity Commission (or comparable state agency), the National Labor Relations Board, the U.S. Department of Labor, or the Office of Federal Contract Compliance Programs. Nothing in this Section 25 shall require arbitration of disputes that are excluded from coverage by this Section 25 or by law.

b. Employer and Employee agree that any dispute in arbitration will be brought on an individual basis only, and not on a class, collective, or representative basis on behalf of others (this agreement to be referred to hereafter as the Class Action Waiver). The Class Action Waiver does not apply to any claim that Employee brings on behalf of both himself or herself and others under the California Private Attorneys General Act of 2004.

c. Employee will not be subject to any retaliation or discrimination if Employee seeks to challenge this arbitration provision or participate in a class, collective, or representative action in any forum, but Employer may lawfully seek enforcement of this Agreement under the Federal

Arbitration Act and seek dismissal of any class, collective, or representative actions or claims to the fullest extent allowed by law.

d. The parties each expressly waive the right to a jury trial and agree that the arbitrator's award shall be final and binding on the parties, provided that any award shall be reviewable by a court of law to the fullest extent allowed by law, including for any error of law by the arbitrator. The arbitrator shall have discretion to award monetary and other damages, or to award no damages, and to fashion any other relief that the arbitrator considers appropriate, but only to the extent consistent with law. The parties expressly agree that the arbitrator shall have discretion to award the prevailing party reasonable costs and attorney fees incurred in bringing or defending an action under this Section 25, to the fullest extent allowed by law at the time the arbitration commences. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

e. Employer agrees to pay all costs and expenses unique to arbitration, including the arbitrator's fees.

26. Integration.

This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous oral and written agreements, understandings, commitments, and practices between them, including all prior employment agreements, whether or not fully performed by Employee before the date of this Agreement. Without limiting the generality of the foregoing, except as provided in this Agreement, all understandings and agreements, written or oral, relating to Employee's employment by Employer or Employer's payment of any compensation or provision of any benefit in connection therewith or otherwise are hereby terminated and shall be of no future force or effect. Employee represents and warrants that Employee is not relying on any representations made before or outside of this Agreement. No oral modifications, express or implied, may alter or vary the terms of this Agreement. No amendments to this Agreement may be made except by a writing signed by the CEO or President of Employer, and Employee. No employee is authorized to alter or vary the terms of this Agreement except by written agreement by the CEO or President of Employer. Any representations contrary to this Agreement, express or implied, written or oral, made after the date of this Agreement are hereby disclaimed.

27. Choice of Law.

This agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California, without giving effect to the conflict of laws provisions thereof, with the exception of any claims that may be governed by federal law, such as claims governed by the Federal Arbitration Act or the Employee Retirement Income Security Act.

28. Notices.

Any notice to Employer required or permitted under this Agreement shall be given in writing to Employer, either by personal delivery (including personal delivery by e-mail) or by registered or certified mail, postage prepaid, addressed to the CEO or President at Employer's then principal place of business. Any such notice to Employee shall be given in a like manner and, if mailed, shall be addressed to Employee at his home address then shown in Employer's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of delivery, if delivered personally to the party to whom notice is to be given, or (b) on the third business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this Section 28.

29. Severability.

If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances. If the Class Action Waiver in Section 29 is deemed to be unenforceable, then Employer and Employee agree that this Agreement is otherwise silent as to any party's ability to bring a class, collective, or representative action in arbitration.

30. Employee's Representations.

Employee represents and warrants that he is not restricted, contractually or otherwise, from entering into this Agreement. Employee further warrants that he has the qualifications previously represented to Employer, including any required licenses or certifications. Employee also warrants that he will not use or disclose any of his former employers' trade secrets, confidential information or proprietary information in the course of his employment by Employer.

31. Counterparts.

This Agreement may be executed on separate copies, any one of which need not contain signatures of more than one party but all of which taken together shall constitute one and the same Agreement.

32. Successors and Assigns.

This Agreement is intended to bind and inure to the benefit of and be enforceable by Employee and Employer and their respective successors and assigns, except that Employee may not assign any of his rights or duties under this Agreement without Employer's prior written consent.

33. Attorney Fees.

If any legal proceeding is necessary to enforce or interpret the terms of this Agreement or to recover damages for breach of this Agreement, the prevailing party shall be entitled to reasonable attorney fees as well as reasonable costs and disbursements (including expert witness fees), in addition to any other relief to which the prevailing party may be entitled.

34. Amendments.

No amendments or other modifications to this Agreement may be made except by a writing signed by both parties.

35. No Third Party Rights Conferred.

Except for Employee's estate under Section 21, above, and any successor of Employer under Section 22, above, nothing in this Agreement, express or implied, is intended to confer on any third person any rights or remedies under or because of this Agreement. There are no third party beneficiaries of this Agreement.

Executed by the parties on April 1, 2018 at Newport Beach, California, to be effective on the date first above written.

/s/ Rian Furey

Rian Furey

Impac Mortgage Corp.,
a California corporation
Impac Mortgage Holdings, Inc.,
a Maryland Corporation

By: /s/ George Mangiaracina

Name: George Mangiaracina

Its: **President**

EXHIBIT A

JOB DESCRIPTION AND RELATED ENTITIES

Direct, administer and coordinate the activities of the Organization in support of policies, goals and objectives established by the Chief Executive Officer and the Board by performing the following duties personally or through subordinate managers. For purposes of this Exhibit A, "Organization" means the Employer and any affiliates or related entities of Employer for whom Executive is requested to provide services pursuant to the Agreement. Guide and direct management in the development, strategy, growth, production, expansion into new geographic areas, promotion and the financial aspects of the Organization's products and services. Direct the preparation of short-term and long-range plans and budgets based on broad corporate goals and growth objectives. Oversee executives who direct department activities that implement the Organization's policies. Create the structure and processes necessary to manage the Organization's current activities and its projected growth. Implement programs that meet the Organization's goals and objectives. Maintain a sound plan of corporate Organization, establishing policies to ensure adequate management development and to provide for capable management succession. Develop and install procedures and controls to promote communication and adequate information flow within the Organization. Establish operating policies consistent with the Chief Executive Officer's broad policies and objectives and ensure their execution. Evaluate the results of overall operations regularly and systematically and reports these results to the Chief Executive Officer and the Board. Define responsibilities, authorities and accountability of all direct subordinates and manage compliance with same. Monitor all Organization activities and operations for compliance with local, state and federal regulations and laws governing business operations, and implement and oversee programs designed to ensure such compliance. Manage a staff of employees including but not limited to insuring compensation structures within the Division are appropriate. Perform supervisory duties to include: hiring, corrective action, performance appraisals, salary reviews, counseling, work scheduling, training and budgeting. Executive's responsibilities do not include those of an advertising spokesperson, appearing in commercials or other media or materials distributed to the public. Employer will not publish Executive's image or likeness without Executive's consent.

Executive acknowledges and understands that Executive may be requested by Employer to devote some or all of Executive's time and effort during the term of employment pursuant to the Agreement to the businesses of Employer's affiliates or related entities pursuant to certain agreements between and among Employer and such affiliates or related entities.

Executive understands and acknowledges that Executive's obligations under the Agreement, including Executive's duties under the Proprietary Rights and Inventions Agreement entered into, shall apply and extend to Executive's knowledge of the business of Employer's affiliates or related entities and any trade secret or other confidential or proprietary information relating to same.

EXHIBIT B

**EMPLOYEE CONFIDENTIĀLITY, NON-DISCLOSURE,
AND NON-RECRUITING AGREEMENT**

This Employee Confidentiality, Non-Disclosure, and Non-Recruiting Agreement (hereinafter referred to as the “Agreement”) is entered into by and between Impac Mortgage Corp., a California corporation (hereinafter referred to as the “Company”) and the employee whose name and signature appear below (hereinafter referred to as the “Employee”) as of the date indicated below, in regard to the following facts:

A. Company is involved in the business of providing residential mortgages to individuals (hereinafter “Company Business”).

B. As part of Employee’s employment with the Company, Employee has or will be exposed to and/or provided with trade secrets (hereinafter referred to as “Trade Secrets”) and proprietary and confidential information (hereinafter referred to as “Confidential Information”) relating to the operation of the Company Business and its clients or customers.

C. The Company wishes to protect its Trade Secrets and Confidential Information from unauthorized possession, use or disclosure, and to protect itself from unfair competition. Accordingly, Employee acknowledges that a part of the consideration Employee is providing the Company in exchange for his/her employment and continued employment with the Company is Employee’s agreement to maintain the secrecy of the Company’s Trade Secrets and Confidential Information in the manner provided herein.

In consideration of the foregoing, Employee agrees as follows:

1. **Duty of Loyalty**. While employed by the Company, Employee agrees at all times to devote his/her best efforts to the business of the Company, to perform conscientiously all duties and obligations required or assigned, and not to usurp, for personal gain, any opportunities in the Company’s line of business.

2. **Protection of the Company’s Trade Secrets and Confidential Information**.

A. Definition of “Trade Secrets.” Employee acknowledges and agrees that, through Employee’s employment with the Company, Employee has or will be exposed to and/or provided with the Company’s Trade Secrets. “Trade Secrets” mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use and (2) is the subject of efforts that are reasonable under the circumstances to maintain it secrecy. The Company's Trade Secrets include, but are not limited to, the following: The Company's files and records regarding customers, prospective customers, independent contractors, subcontractors, vendors, and suppliers, such as contact information; customer lists; prospective customer lists; customer profiles, needs, specifications, account history, habits, and correspondence; information and documents pertaining to analyses and forecasts of production capacity and readiness to meet customer needs; business plans and strategy; information and documents regarding, development, testing, and composition of the Company's products and services (including, but not limited to, manuals, formulas, flowcharts, specifications, and other products containing information that may be useful to a competitor); custom forms and documents created for internal use in conducting Company Business; software developed by or for the benefit of the Company and related data source code and programming information (whether or not patentable or registered under copyright or similar statutes); the methods and systems used by the Company in soliciting, marketing, selling and providing its products and services to its customers; financial and accounting information, such as budgets, cost, pricing, and billing information, estimating processes, revenues, and profit margins, targets, and forecasts; unpublished financial statements; and sales and marketing plans, strategies, programs, methods, and techniques. Employee acknowledges and agrees that the Company's Trade Secrets are not generally known to the public or to the Company's competitors, were developed or compiled at significant expense by the Company over an extended period of time, are the subject of the Company's reasonable efforts to maintain their secrecy, and that the Company derives significant independent economic value by keeping its Trade Secrets a secret.

B. Definition of "Confidential Information." Employee acknowledges and agrees that, through Employee's employment with the Company, Employee has or will be exposed to and/or provided with the Company's Confidential Information. "Confidential Information" means all information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, and whether the information is simply in Employee's head, that has been provided to Employee during Employee's employment with the Company and/or Employee has gained access to while employed by the Company and/or was developed by Employee in the course of Employee's employment with the Company, that is proprietary and confidential in nature. The Company's Confidential Information includes, but is not limited to, information believed by the Company to be a Trade Secret that ultimately does not qualify as such under applicable state or federal law but nonetheless was maintained by the Company as confidential, as well as other information maintained as confidential by the Company, including, but not limited to: information concerning the nature of the Company Business and its manner of operation; the methods, strategies, programs, and systems used by the Company in soliciting, marketing, selling and providing its products and services to its customers; financial and accounting information (such as cost, pricing and billing information, price lists, customer profiles and needs, financial policies and procedures estimating processes, revenues, and profit margins, targets, and forecasts); sales and marketing information, such as sales strategies and programs; information concerning the Company's customers and prospective customers (including, but not limited to, customer lists, prospective customer lists, product and service pricing information, revenues from customer accounts, customer purchasing habits and special needs, contract terms and expiration dates, personal and private information and data of customers and prospective customers, correspondence with customers, negotiation histories, billing histories, and any information about specific customers' needs and pricing or service preferences); information identifying persons who previously purchased any products or services from the Company; information concerning the Company's independent contractors, subcontractors, vendors, and suppliers (including lists of all the foregoing); plans and projections for business opportunities for new or developing business; information regarding the Company's products and services, such as technical data design, flowcharts, plans, proposals, processes, formulae, data and know-how, discoveries, developments, designs, improvements, inventions (whether or not patentable), experimental and research work, and methods; computer and electronic systems, programs, software, disks, tapes, reports, memoranda, charts, notes, manuals, and drawings; software developed by or for the benefit of the Company and related data source code and programming information (whether or not patentable or registered under copyright or similar statutes); unpublished financial statements, budgets, projections, and licenses; employee training methods and employee policies and procedures; personnel files and employment-related records of the Company's current and former employees (other than Employee's information) (including, but not limited to, information related to the hiring, recruitment, retention, and termination of the Company's current and former employees, as well as information related to their job duties, assignments, skills, performance, discipline, promotions, compensation, benefits, leaves of absence, and medical files); the Company's organizational structure and internal correspondence regarding personnel changes and internal reporting structures; and information concerning the Company Business relationships with persons, firms, corporations and other entities. Additionally, Confidential Information includes private information of and/or about the Company's customers that the Company collects, compiles and maintains, including without limitation credit information, social security numbers, addresses, phone numbers, and other private data, whether or not the Company has a legal obligation to safeguard the privacy of such information under applicable state and federal law.

C. Information Not Included Within the Definition of Trade Secrets and/or Confidential Information. For avoidance of doubt, the Company's Trade Secrets and Confidential Information do not include any information that: (1) is already in the public domain or becomes available to the public through no breach by Employee of this Agreement; (2) was lawfully in the Employee's possession prior to disclosure to Employee by Company; (3) is lawfully disclosed to Employee by a third party without any obligations of confidentiality attaching to such disclosure; or (4) is developed by Employee entirely on his/her own time without the Company's equipment, supplies or facilities and does not relate at the time of conception to the Company Business or actual or demonstrably anticipated research or development of the Company.

D. Company Property. Employee acknowledges and agrees that all Trade Secrets and Confidential Information developed, created or maintained by Employee, alone or with others, while he/she is employed by the Company, shall remain at all times the sole property of the Company, regardless of where such Trade Secrets and Confidential Information may be stored or maintained by Employee, including, without limitation, on any personal electronic or mobile device owned by Employee. Employee further acknowledges and agrees that all contact information of and all communications (including emails, text messages, and other private electronic messages) with the Company's customers, prospective customers and vendors that Employee may come to possess during Employee's employment with the Company shall remain the sole property of the Company even if Employee stores such information on Employee's personal cell phone or electronic device, and Employee shall not take and fail to return such information after termination of Employee's employment with the Company for any reason.

E. Safeguarding of Company's Property and Information. Employee is strictly prohibited, at all times during Employee's employment with the Company except with prior written approval of the Company's President, from forwarding from Employee's Company email account to Employee's personal email account(s) any emails or documents containing any Company Trade Secrets and/or Confidential Information, as well as from copying, transferring or uploading to Employee's personal Cloud-based or online storage accounts such as a personal Dropbox or Google Docs account any documents containing any Company Trade Secrets and/or Confidential Information. Employee is also strictly prohibited, at all times during Employee's employment with the Company except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Company Trade Secrets and/or Confidential Information, including without limitations the same in electronic or digital form. Employee shall not leave any of the Company's Trade Secrets and Confidential Information unattended in any area, whether on or off the Company's premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Company's Trade Secrets and Confidential Information.

F. Company-Issued or Subsidized Electronic Devices. If Employee is issued any electronic device by the Company such as a smart phone, iPad, laptop computer, or external hard drive, or if the Company is otherwise subsidizing the cost of Employee's use of any electronic device, Employee agrees that the following shall govern Employee's use, access, and possession of such devices: (1) Employee has no right to privacy with respect to any data that is stored on the device; (2) Employee's use of the device shall be in accordance with the Employee Handbook policies pertaining to use of Company equipment, computers, networks and systems; (3) Employee will not use the device in any circumstances in which use of the device may distract Employee or others from any business task that requires close attention or otherwise may create an unsafe condition; (4) Employee will not use the device in a manner that violates any applicable federal, state and local laws such as driving laws; (5) Employee will return all such devices to the Company when requested to do so by the Company and/or immediately upon termination of Employee's employment with the Company for any reason; (6) as soon as Employee begins to consider leaving the Company or Employee realizes his/her employment with the Company has or will soon come to an end, Employee will not wipe or delete or cause any data to be wiped or deleted from any such device before returning the device to the Company; (7) as soon as Employee's employment with the Company terminates for any reason, or as soon as the Company requests that Employee return the device for any reason, Employee no longer has authorization or consent from the Company to access the device and Employee will not access the device for any reason before returning it to the Company; and (8) before Employee returns the device to the Company, whether upon request by the Company to return it or termination of Employee's employment, if Employee has stored any data on the device that Employee considers to be personal, Employee will not retrieve or access the device to retrieve such personal data except with the written consent of the Company or in the presence of an authorized Company representative.

G. Covenant Not to Use, Publish or Disclose the Company's Trade Secrets and/or Confidential Information During and After Termination of Employment. Employee acknowledges and agrees that Employee's employment with the Company creates a relationship of confidence and trust with the Company with respect to all of the Company's Trade Secrets and Confidential Information. Therefore, at any time during Employee's term of employment or following the termination of Employee's employment with the Company, whether voluntary or involuntary, Employee shall not, except as required in the conduct of the Company Business or as authorized in writing by the Company, use, publish or disclose any of the Company's Trade Secrets and/or Confidential Information in any manner whatsoever. Notwithstanding the foregoing, this Section 2.G. does not prohibit or limit the right of Employee to discuss, debate and communicate with other employees of the Company regarding his or her workplace terms and conditions of employment, including wages. Additionally, Employee's agreement not to disclose or use Trade Secrets and/or Confidential Information includes an agreement to exercise due diligence and reasonable care when handling, maintaining, transferring, disposing or storing any Trade Secrets and/or Confidential Information so as to not violate any consumer federal or state privacy laws. Employee also agrees to fully and completely comply with any and all security and privacy policies enacted by the Company, including but not limited to all policies and directives of Company.

H. Covenant Not to Solicit the Company's Clients and/or Customers After Termination of Employment Through the Use of the Company's Trade Secrets and/or Confidential Information. Employee agrees that for a period of one (1) year following the termination of his/her employment with the Company, whether voluntary or involuntary, Employee shall not, directly or indirectly, solicit or attempt to solicit any business from any of the Company's clients and/or customers for the purposes of providing products or services that are competitive with those provided by the Company where such solicitation and/or attempt at solicitation is done by Employee through the use of the Company's Trade Secrets and/or Confidential Information.

3. **Non-Recruiting Covenant**. Employee acknowledges and agrees that the Company has invested substantial time and effort in assembling its present personnel and that as a result of Employee's employment with the Company, Employee will become privy to and familiar with Company's personnel and recruiting practices and strategies and with Company's human capital and talent. Therefore, Employee agrees that for one (1) year following his/her termination of employment with the Company, whether voluntary or involuntary, Employee will not directly or indirectly recruit, or attempt to recruit, any employee of the Company, or induce or attempt to induce any employee of the Company, to terminate or cease employment with the Company. Notwithstanding the foregoing, nothing in this Section 3 shall prevent Employee from receiving and considering any application from any employee of the Company that is not solicited by Employee or on Employee's behalf.

4. **Covenant Not to Compete During Term of Employment**. Employee promises that during his/her term of employment with the Company, he/she shall not, directly or indirectly, either as an employee, employer, consultant, agent, principal, partner, corporate officer, board member, director, or in any other individual or representative capacity, engage or attempt to engage in any competitive activity relating to the subject matter of his/her employment with the Company or relating to the Company's line of business.

5. **Reasonableness of Restrictive Covenants**. Employee acknowledges that he/she has carefully read and considered Sections 2, 3 and 4 of this Agreement and agrees that the restrictions set forth therein are fair and reasonable, are supported by valid consideration, and are reasonably required to protect the legitimate business interests of the Company.

6. **Defend Trade Secrets Act Immunity**. Notwithstanding any provisions in this Agreement or Company policy applicable to the unauthorized use or disclosure of trade secrets, Employee is hereby notified that, pursuant to the Defend Trade Secrets Act as contained in 18 U.S.C. § 1833, Employee cannot be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made (a) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (b) solely for the purpose of reporting or investigating a suspected violation of law. Employee also may not be held so liable for such disclosures made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, individuals who file a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order provided the Employee's actions are consistent with 18 U.S.C. § 1833.

7. **Prior Agreements, Relationships and Commitments**.

A. Except as disclosed in the form attached hereto as Exhibit A, Employee has no agreements, relationships, or commitments to any other person or entity that conflict with or would prevent Employee from performing any of Employee's obligations to the Company under this Agreement, or would otherwise prevent Employee from performing his/her job duties while employed by the Company.

B. Employee will not disclose and has not disclosed to the Company and will not use, or induce the Company to use, any trade secrets or confidential information of others. Employee represents and warrants that he/she has returned all property, trade secrets and confidential information belonging to others and is not in possession of any such property, confidential information or trade secrets.

C. Employee agrees to indemnify, defend and hold harmless the Company and its officers, directors and employees from any and all claims, damages, costs, expenses or liability, including reasonable attorney's fees incurred in connection with or resulting from any breach or default of the representations and warranties contained in this Section 8.

8. **Termination of Employment**. If Employee's employment with the Company is terminated for any reason, whether voluntarily or involuntarily, Employee shall promptly, regardless of whether requested by Company to do so at the time of Employee's termination:

A. Inform the Company of and deliver to the Company all records, files, electronic data, documents, plans, reports, books, notebooks, notes, memoranda, correspondence, contracts and the like in Employee's possession, custody or control that contain any of the Company's Trade Secrets or Confidential Information which Employee prepared, used, or came in contact with while employed by the Company;

B. Inform the Company of and deliver to the Company all records, files, electronic data, documents, plans, reports, books, notebooks, notes, memoranda, correspondence, contracts and the like in Employee's possession, custody or control that pertain in any way to the business of the Company and which Employee prepared, used, or came in contact with while employed by the Company;

C. Deliver to the Company all tangible property in Employee's possession, custody or control belonging to the Company, including, but not limited to, key cards, office keys, cell phone, pagers, personal digital assistants, external hard drives, thumb drives, zip drives, lap top computers and desk top computers;

D. and

E. Sign the Certificate of Compliance Post Termination attached hereto as Exhibit B.

9. **Injunctive Relief**. Employee acknowledges and agrees that if the Company's Trade Secrets and/or Confidential Information were disclosed to a competing business or used in an unauthorized manner as provided herein, such unauthorized disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company for which the Company may not have an adequate remedy at law. As such, Employee agrees that the Company shall be entitled to any proper injunction, including but not limited to temporary, preliminary, final injunctions, temporary restraining orders, and temporary protective orders, to enforce Sections 2, 3, 4 and 5 of this

Agreement in the event of breach or threatened breach by Employee, in addition to any other remedies available to the Company at law or in equity. The restrictive covenants contained in this Agreement are independent of any other obligations between the parties, and the existence of any other claim or cause of action against the Company is not a defense to enforcement of said covenants by injunction.

10. **Notice to Third Parties**. Employee authorizes the Company to provide a copy of this Agreement to third parties, including, but not limited to, Employee's subsequent, anticipated, or possible future employers.

11. **At-Will Employment**. Employee agrees and understands that nothing in this Agreement shall confer any right with respect to continuation of employment with the Company, nor shall it interfere in any way with Employee's right or the Company's right to terminate Employee's employment at any time, with or without cause, with or without notice.

12. **Waiver**. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right.

13.

14. **Entire Agreement**. This is the entire agreement between the Company and Employee regarding the secrecy, use and disclosure of the Company's Trade Secrets and Confidential Information and this Agreement supersedes any and all prior agreements regarding these issues. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflict of laws. This Agreement consists of a series of separate restrictive covenants, all of which shall survive and be enforceable in law and/or equity after Employee's termination or cessation of employment.

15. **Severability**. Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that one or more of the provisions of this Agreement, or any part thereof, is or are invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Agreement, and this Agreement shall be given full force and effect while being construed as if such invalid, illegal or unenforceable provision had not been contained within it. If the scope of any provision in this Agreement is found to be too broad to permit enforcement of such provision to its full extent, Employee consents to judicial modification of such provision and enforcement to the maximum extent permitted by law.

16. **Incorporation of Recitals**. The Recitals referenced at the beginning of this Agreement are hereby incorporated by this reference into this Agreement as material terms of this Agreement.

17. **Counterparts and Facsimile/Digital Signatures**. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes.

The undersigned acknowledges that he/she has read and understood this Agreement, and that he/she signs this Agreement intending to be bound by its terms as of the date indicated below.

____
Employee's Signature

____
Employee's Printed Name

____
Date

Accepted and agreed to:

Impac Mortgage Corp., a California corporation

By: ______________________________________

Printed Name: ______________________________

Title: ______________________________________

Date: ______________________________________

EXHIBIT A

PRIOR AGREEMENTS, RELATIONSHIPS AND COMMITMENTS

I represent and warrant that, except as disclosed below, I have no agreements, relationships, or commitments to any other person or entity that conflict with or would prevent me from performing any of my obligations to the Company under this Agreement, or would otherwise prevent me from performing my job duties while employed by the Company (if none, so state):

____

____

____

____

____

Date: __________________ ______________________________________

[Employee’s Signature]

Exhibit 31.1

CERTIFICATION

I, Joseph R. Tomkinson, certify that:

1. I have reviewed this report on Form 10-Q of Impac Mortgage Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ JOSEPH R. TOMKINSON
Joseph R. Tomkinson
Chief Executive Officer
May 10, 2018

Exhibit 31.2

CERTIFICATION

I, Todd R. Taylor, certify that:

1. I have reviewed this report on Form 10-Q of Impac Mortgage Holdings, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ TODD R. TAYLOR

Todd R. Taylor
Chief Financial Officer
May 10, 2018

Exhibit 32.1

CERTIFICATION PURSUANT TO 18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the report of Impac Mortgage Holdings, Inc. (the "Company") on Form 10-Q for the period ending March 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned, in the capacities and on the dates indicated below, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

(1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ JOSEPH R. TOMKINSON
Joseph R. Tomkinson
Chief Executive Officer
May 10, 2018

/s/ TODD R. TAYLOR
Todd R. Taylor
Chief Financial Officer
May 10, 2018