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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 June 30, 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.)

**1950 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 21,047,589 shares of common stock outstanding as of August 3, 2018.

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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)**

	<b>June 30, 2018</b>	<b>December 31, 2017</b>
<b>ASSETS</b>		
	<b>(Unaudited)</b>	
Cash and cash equivalents	\$ 32,960	\$ 33,223
Restricted cash	4,606	5,876
Mortgage loans held-for-sale	481,291	568,781
Finance receivables	37,215	41,777
Mortgage servicing rights	180,733	154,405
Securitized mortgage trust assets	3,409,477	3,670,550
Goodwill	29,925	104,587
Intangible assets, net	6,033	21,582
Loans eligible for repurchase from Ginnie Mae	60,488	47,697
Other assets	23,494	33,222
Total assets	\$ 4,266,222	\$ 4,681,700
<b>LIABILITIES</b>		
Warehouse borrowings	\$ 482,546	\$ 575,363
MSR financings	62,000	35,133
Convertible notes, net	24,979	24,974
Long-term debt	45,787	44,982
Securitized mortgage trust liabilities	3,393,721	3,653,265
Liability for loans eligible for repurchase from Ginnie Mae	60,488	47,697
Contingent consideration	—	554
Other liabilities	33,952	34,585
Total liabilities	4,103,473	4,416,553
Commitments and contingencies (See Note 11)		
<b>STOCKHOLDERS' EQUITY</b>		
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 \$30,290; 2,000,000 shares authorized, 665,592 noncumulative shares issued and outstanding as of June 30, 2018 and December 31, 2017 (See Note 12)	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 June 30, 2018 and December 31, 2017	14	14
Common stock, \$0.01 par value; 200,000,000 shares authorized; 21,026,392 and 20,949,679 shares issued and outstanding as of June 30, 2018 and December 31, 2017, respectively	210	209
Additional paid-in capital	1,234,622	1,233,704
Accumulated other comprehensive earnings, net of tax	25,053	—
Net accumulated deficit:		
Cumulative dividends declared	(822,520)	(822,520)
Retained deficit	(274,637)	(146,267)
Net accumulated deficit	(1,097,157)	(968,787)
Total stockholders' equity	162,749	265,147
Total liabilities and stockholders' equity	\$ 4,266,222	\$ 4,681,700

See accompanying notes to unaudited consolidated financial statements

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

	For the Three Months Ended		For the Six Months Ended	
	June 30,		June 30,	
	2018	2017	2018	2017
<b>Revenues:</b>				
Gain on sale of loans, net	\$ 18,741	\$ 36,806	\$ 40,223	\$ 74,126
Servicing fees, net	9,861	7,764	19,324	15,083
Gain (loss) on mortgage servicing rights, net	167	(6,669)	7,872	(7,646)
Real estate services fees, net	1,038	1,504	2,423	3,137
Other	116	228	207	275
Total revenues	<u>29,923</u>	<u>39,633</u>	<u>70,049</u>	<u>84,975</u>
<b>Expenses:</b>				
Personnel expense	16,678	21,373	34,421	46,291
Business promotion	9,000	10,110	18,730	20,341
General, administrative and other	10,846	8,324	19,122	16,348
Intangible asset impairment	13,450	—	13,450	—
Goodwill impairment	74,662	—	74,662	—
Accretion of contingent consideration	—	707	—	1,552
Change in fair value of contingent consideration	—	(6,793)	—	(6,254)
Total expenses	<u>124,636</u>	<u>33,721</u>	<u>160,385</u>	<u>78,278</u>
<b>Operating (loss) income</b>	<u>(94,713)</u>	<u>5,912</u>	<u>(90,336)</u>	<u>6,697</u>
<b>Other income (expense):</b>				
Interest income	49,064	60,573	99,215	122,157
Interest expense	(48,518)	(59,475)	(97,648)	(120,614)
Loss on extinguishment of debt	—	(1,265)	—	(1,265)
Change in fair value of long-term debt	258	(265)	1,481	(2,761)
Change in fair value of net trust assets, including trust REO gains	217	2,005	(1,921)	8,324
Total other income, net	<u>1,021</u>	<u>1,573</u>	<u>1,127</u>	<u>5,841</u>
(Loss) earnings before income taxes	<u>(93,692)</u>	<u>7,485</u>	<u>(89,209)</u>	<u>12,538</u>
Income tax expense	3,706	1,045	4,316	1,471
Net (loss) earnings	<u>\$ (97,398)</u>	<u>\$ 6,440</u>	<u>\$ (93,525)</u>	<u>\$ 11,067</u>
<b>Other comprehensive (loss) earnings:</b>				
Change in fair value of instrument specific credit risk	\$ (526)	\$ —	\$ (1,965)	\$ —
Total comprehensive (loss) earnings	<u>\$ (97,924)</u>	<u>\$ 6,440</u>	<u>\$ (95,490)</u>	<u>\$ 11,067</u>
<b>(Loss) earnings per common share:</b>				
Basic	\$ (4.65)	\$ 0.33	\$ (4.46)	\$ 0.62
Diluted	(4.65)	0.32	(4.46)	0.62

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	—	—	76,713	1	319	—	—	—	320
Stock based compensation	—	—	—	—	599	—	—	—	599
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 loss	—	—	—	—	—	—	—	(1,965)	(1,965)
Net loss	—	—	—	—	—	—	(93,525)	—	(93,525)
Balance, June 30, 2018	<u>2,070,678</u>	<u>\$ 21</u>	<u>21,026,392</u>	<u>\$ 210</u>	<u>\$ 1,234,622</u>	<u>\$ (822,520)</u>	<u>\$ (274,637)</u>	<u>\$ 25,053</u>	<u>\$ 162,749</u>

See accompanying notes to unaudited consolidated financial statements

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

	For the Six Months Ended	
	June 30,	
	2018	2017
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net (loss) earnings	\$ (93,525)	\$ 11,067
Loss on sale of mortgage servicing rights	—	82
Change in fair value of mortgage servicing rights	(9,572)	8,861
Loss on extinguishment of debt	—	1,265
Gain on sale of mortgage loans	(47,766)	(62,202)
Change in fair value of mortgage loans held-for-sale	5,282	(9,598)
Change in fair value of derivatives lending, net	419	(669)
Provision (recovery) for repurchases	1,594	(1,574)
Origination of mortgage loans held-for-sale	(2,354,373)	(3,373,606)
Sale and principal reduction on mortgage loans held-for-sale	2,467,591	3,217,330
Gains from REO	(603)	(5,751)
Change in fair value of net trust assets, excluding REO	2,524	(2,573)
Change in fair value of long-term debt	(1,481)	2,761
Accretion of interest income and expense	20,544	48,114
Amortization of intangible and other assets	2,385	2,384
Accretion of contingent consideration	—	1,552
Change in fair value of contingent consideration	—	(6,254)
Amortization of debt issuance costs and discount on note payable	41	124
Stock-based compensation	599	979
Impairment of deferred charge	—	520
Impairment of goodwill	74,662	—
Impairment of intangible assets	13,450	—
Excess tax benefit from share based compensation	—	12
Change in deferred tax assets, net	4,315	—
Net change in other assets	(1,743)	(2,170)
Net change in other liabilities	(2,890)	(11,966)
Net cash provided by (used in) operating activities	<u>81,453</u>	<u>(181,312)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Net change in securitized mortgage collateral	247,374	366,469
Proceeds from the sale of mortgage servicing rights	—	813
Purchase of mortgage servicing rights	—	(5,619)
Finance receivable advances to customers	(350,264)	(434,567)
Repayments of finance receivables	354,826	438,788
Net change in mortgages held-for-investment	—	1
Purchase of premises and equipment	(530)	(399)
Proceeds from the sale of REO	11,207	15,924
Net cash provided by investing activities	<u>262,613</u>	<u>381,410</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Net proceeds from issuance of common stock	—	55,454
Repayment of MSR financing	(40,133)	(25,000)
Borrowings under MSR financing	67,000	35,133
Repayment of warehouse borrowings	(2,355,268)	(3,073,584)
Borrowings under warehouse agreements	2,262,451	3,265,581
Repayment of term financing	—	(30,000)
Payment of acquisition related contingent consideration	(554)	(11,444)
Repayment of securitized mortgage borrowings	(279,196)	(425,930)
Principal payments on capital lease	(106)	(174)
Debt issuance costs	—	(100)
Tax payments on stock based compensation awards	(113)	(103)
Proceeds from exercise of stock options	320	296
Net cash used in financing activities	<u>(345,599)</u>	<u>(209,871)</u>
Net change in cash, cash equivalents and restricted cash	(1,533)	(9,773)
Cash, cash equivalents and restricted cash at beginning of period	39,099	46,067
Cash, cash equivalents and restricted cash at end of period	<u>\$ 37,566</u>	<u>\$ 36,294</u>
<b>NON-CASH TRANSACTIONS:</b>		
Transfer of securitized mortgage collateral to real estate owned	\$ 10,502	\$ 10,042
Mortgage servicing rights retained from loan sales and issuance of mortgage backed securities	16,756	24,873

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 six months ended June 30, 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, goodwill and intangible asset valuation and impairment, 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 earnings (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 were 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 January 2017, the FASB issued ASU 2017-04, "*Intangibles - Goodwill and Other (Topic 350), Simplifying the Test for Goodwill Impairment.*" ASU 2017-04 amends Topic 350 to simplify the subsequent measurement of goodwill by eliminating Step 2 from the goodwill impairment test. This update requires the performance of an annual, or interim, goodwill impairment test by comparing the fair value of a reporting unit with its carrying amount. An impairment charge should be recognized for the amount by which the carrying amount exceeds the reporting unit's fair value. However, the loss recognized should not exceed the total amount of goodwill allocated to that reporting unit. The guidance is effective for annual periods beginning after December 15, 2019, including interim periods within those periods, with early adoption permitted. The Company early adopted this guidance prospectively on June 30, 2018. See Note 4.—Goodwill and Intangible Assets for further discussion on goodwill impairment testing.



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 third quarter and 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.

In June 2018, the FASB issued ASU 2018-07, “*Compensation — Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*”, which expands the scope of Topic 718 to include all share-based payment transactions for acquiring goods and services from nonemployees. This ASU specifies that Topic 718 apply to all share-based payment transactions in which the grantor acquires goods and services to be used or consumed in its own operations by issuing share-based payment awards. ASU 2018-07 also clarifies that Topic 718 does not apply to share-based payments used to effectively provide (1) financing to the issuer or (2) awards granted in conjunction with selling goods or services to customers as part of a contract accounted for under ASC 606. ASU 2018-07 is effective for public business entities for fiscal years beginning after December 15, 2018, with early adoption permitted. The Company does not expect the adoption of this ASU to have a material impact on its consolidated financial statements.

**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:

	June 30, 2018	December 31, 2017
Government (1)	\$ 209,133	\$ 263,512
Conventional (2)	98,172	193,055
Other (3)	160,066	93,012
Fair value adjustment (4)	13,920	19,202
<b>Total mortgage loans held for sale</b>	<b>\$ 481,291</b>	<b>\$ 568,781</b>

- (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 and six months ended June 30, 2018 and 2017:

	For the Three Months Ended		For the Six Months Ended	
	June 30,		June 30,	
	2018	2017	2018	2017
Gain on sale of mortgage loans	\$ 28,641	\$ 49,282	\$ 57,979	\$ 87,522
Premium from servicing retained loan sales	6,273	12,807	16,756	24,873
Unrealized gains (losses) from derivative financial instruments	1,435	1,896	(665)	751
Realized (losses) gains from derivative financial instruments	(227)	(6,167)	11,818	(5,042)
Mark to market (loss) gain on LHFS	(391)	4,394	(5,282)	9,598
Direct origination expenses, net	(15,773)	(25,314)	(38,789)	(45,150)
(Provision) recovery for repurchases	(1,217)	(92)	(1,594)	1,574
<b>Total gain on sale of loans, net</b>	<b>\$ 18,741</b>	<b>\$ 36,806</b>	<b>\$ 40,223</b>	<b>\$ 74,126</b>

**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 MSR for the six months ended June 30, 2018 and year ended December 31, 2017:

	June 30, 2018	December 31, 2017
Balance at beginning of period	\$ 154,405	\$ 131,537
Additions from servicing retained loan sales	16,756	56,049
Addition from purchases	—	5,618
Reductions from bulk sales (1)	—	(895)
Changes in fair value (2)	9,572	(37,904)
Fair value of MSRs at end of period	<u>\$ 180,733</u>	<u>\$ 154,405</u>

- (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 June 30, 2018 and December 31, 2017, the outstanding principal balance of the mortgage servicing portfolio was comprised of the following:

	June 30, 2018	December 31, 2017
Government insured	\$ 3,606,688	\$ 2,834,680
Conventional (1)	13,177,521	13,493,463
NonQM	1,937	1,957
Total loans serviced	<u>\$ 16,786,146</u>	<u>\$ 16,330,100</u>

- (1) At June 30, 2018 and December 31, 2017, \$13.2 billion and \$13.5 billion, respectively, of Fannie Mae and Freddie Mac servicing was pledged as collateral as part of the MSR Financing (See Note 5.—Debt—MSR Financings). Pledged collateral was approximately 77% and 81% of the fair value of MSRs in the consolidated balance sheets at June 30, 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 7.—Fair Value of Financial Instruments for a description of the key assumptions used to determine the fair value of MSRs.

<b>Mortgage Servicing Rights Sensitivity Analysis</b>	June 30, 2018	December 31, 2017
Fair value of MSRs	\$ 180,733	\$ 154,405
Prepayment Speed:		
Decrease in fair value from 10% adverse change	(3,464)	(5,643)
Decrease in fair value from 20% adverse change	(7,178)	(11,275)
Decrease in fair value from 30% adverse change	(11,101)	(16,807)
Discount Rate:		
Decrease in fair value from 10% adverse change	(6,759)	(5,461)
Decrease in fair value from 20% adverse change	(13,046)	(10,555)
Decrease in fair value from 30% adverse change	(18,905)	(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 and six months ended June 30, 2018 and 2017:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2018	2017	2018	2017
Change in fair value of mortgage servicing rights	\$ 393	\$ (7,739)	\$ 9,572	\$ (8,861)
Gain (loss) on sale of mortgage servicing rights	—	331	—	(82)
Realized and unrealized (losses) gains from hedging instruments	(226)	739	(1,700)	1,297
Gain (loss) on mortgage servicing rights, net	\$ 167	\$ (6,669)	\$ 7,872	\$ (7,646)

Servicing fees, net is comprised of the following for the three and six months ended June 30, 2018 and 2017:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2018	2017	2018	2017
Contractual servicing fees	\$ 11,326	\$ 9,011	\$ 22,864	\$ 17,377
Late and ancillary fees	167	73	318	158
Subservicing and other costs	(1,632)	(1,320)	(3,858)	(2,452)
Servicing fees, net	\$ 9,861	\$ 7,764	\$ 19,324	\$ 15,083

#### 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 June 30, 2018 and December 31, 2017, loans eligible for repurchase from GNMA totaled \$60.5 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.—Goodwill and Intangible Assets

Goodwill arises from the acquisition method of accounting for business combinations and represents the excess of the purchase price over the fair value of the net assets and other identifiable intangible assets acquired. Other intangible assets with definite lives include trademarks, customer relationships, and non-compete agreements. In the first quarter of 2015, the Company acquired CCM and recorded \$104.6 million of goodwill and intangible assets of \$33.1 million, consisting of \$17.2 million for trademark, \$10.2 million for customer relationships and \$5.7 million for a non-compete agreement with the former owner of CCM. The purchase price allocation was prepared with the assistance of a third party valuation firm.

For goodwill, the determination of fair value of a reporting unit involves, among other things, application of the income approach, which includes developing forecasts of future cash flows and determining an appropriate discount rate. Goodwill is considered a Level 3 nonrecurring fair value measurement.

The methodology used to determine the fair value of trademarks includes assumptions with inherent uncertainty, including projected sales volumes and related projected revenues, long-term growth rates, royalty rates that a market participant might assume and judgments regarding the factors to develop an applied discount rate. The carrying value of intangible assets is at risk of impairment if future projected usage, revenues or long-term growth rates are lower than those currently projected, or if factors used in the development of a discount rate result in the application of a higher discount rate. The intangible assets are considered Level 3 nonrecurring fair value measurements.

The Company reviews its goodwill and intangible assets for impairment at least annually as of December 31 or more frequently if facts and circumstances indicate that it is more likely than not that the fair value of a reporting unit that has goodwill is less than its carrying value. As of March 31, 2018, we performed an interim goodwill impairment evaluation for this reporting unit and determined that there was no impairment. As previously disclosed in our quarterly and annual reports, CCM has continued to experience declines in mortgage refinancing originations and margin compression, primarily a result of sustained increases in market interest rates from a historically low interest rate environment. In addition, the business model of CCM has led to additional margin compression through adverse demand from investors, as a result of the borrowers propensity to refinance.

The CCM brand has also experienced a material loss in value resulting from 1) the aforementioned adverse treatment from capital market participants for loans produced by the reporting unit, 2) consumer uncertainty due to the use of a similar brand name by an unaffiliated financial services company and 3) substantial deterioration in brand awareness. In light of these developments, a significant reduction in the anticipated future cash flows and estimated fair value for this reporting unit has occurred. The Company has shifted the consumer direct strategy and long-term business plans for CCM due to changing conditions.

Using this updated information, we performed an impairment test to evaluate the CCM goodwill and intangible assets for impairment. The Company compared the fair value of its net assets, using three methodologies (two income approaches and one market approach), to the carrying value and determined that its goodwill was impaired. As a result, we recorded an impairment charge of \$74.7 million related to goodwill and \$13.4 million related to intangible assets during the quarter ended June 30, 2018. Our fair value estimates utilize significant unobservable inputs and thus represent Level 3 fair value measurements. If actual results continue to deteriorate, 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 further impairment of goodwill will be recorded.

The following table presents the changes in the carrying amount of goodwill for the periods indicated:

<b>Balance at December 31, 2017</b>	\$	104,587
Impairment		(74,662)
<b>Balance at June 30, 2018</b>	\$	<u>29,925</u>

As part of the acquisition of CCM, the purchase price of the intangible assets the Company acquired, are listed below for the periods indicated:

	<u>Net Carrying Amount at December 31, 2017</u>	<u>Accumulated Amortization</u>	<u>Impairment</u>	<u>Net Carrying Amount at June 30, 2018</u>	<u>Remaining Life</u>
<b>Intangible assets:</b>					
Trademark	\$ 14,035	\$ (585)	\$ (13,450)	\$ —	—
Customer relationships	6,027	(754)	—	5,273	3.5
Non-compete agreement	1,520	(760)	—	760	0.5
<b>Total intangible assets acquired</b>	<u>\$ 21,582</u>	<u>\$ (2,099)</u>	<u>\$ (13,450)</u>	<u>\$ 6,033</u>	<u>3.1</u>

**Note 5.—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		Maturity Date
		June 30, 2018	December 31, 2017	
<b>Short-term borrowings:</b>				
Repurchase agreement 1	\$ 150,000	\$ 122,557	\$ 100,630	June 14, 2019
Repurchase agreement 2 (1)	35,000	30,846	31,632	September 10, 2018
Repurchase agreement 3 (2)	225,000	104,648	154,020	December 21, 2018
Repurchase agreement 4 (3)	250,000	36,875	152,772	July 12, 2019
Repurchase agreement 5	175,000	107,514	88,920	January 31, 2019
Repurchase agreement 6	100,000	56,722	47,389	June 27, 2019
Repurchase agreement 7	50,000	23,384	—	December 26, 2018
Total warehouse borrowings	\$ 985,000	\$ 482,546	\$ 575,363	

- (1) In July 2018, the maturity of the line was extended to September 10, 2018.
- (2) As of June 30, 2018 and December 31, 2017, \$37.2 million and \$41.8 million, respectively, are associated with finance receivables made to the Company's warehouse customers.
- (3) In July 2018, the maturity of the line was extended to July 12, 2019.

*MSR Financings*

In February 2018, IMC (Borrower), amended the Line of Credit Promissory Note (FHLMC and GNMA Financing) originally entered into in August 2017, increasing the maximum borrowing capacity of the revolving line of credit to \$50.0 million and extending the term to January 31, 2019. In May 2018, the agreement was amended increasing the maximum borrowing capacity of the revolving line of credit to \$60.0 million, increasing the borrowing capacity up to 60% of the fair market value of the pledged mortgage servicing rights and reducing the interest rate per annum to one-month LIBOR plus 3.0%. As part of the May 2018 amendment, the obligations under the Line of Credit are secured by FHLMC and GNMA pledged mortgage servicing rights (subject to an acknowledge agreement) and is guaranteed by Integrated Real Estate Services, Corp. At June 30, 2018, \$32.5 million was outstanding under the FHLMC and GNMA Financing and was secured by \$67.8 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 June 30, 2018, \$29.5 million was outstanding under the FNMA Financing and was secured by \$71.7 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.

### Long-term Debt

#### Junior Subordinated Notes

The Company carries its Junior Subordinated Notes at estimated fair value as more fully described in Note 7.—*Fair Value of Financial Instruments*. The following table shows the remaining principal balance and fair value of junior subordinated notes issued as of June 30, 2018 and December 31, 2017:

	<u>June 30,</u> <u>2018</u>	<u>December 31,</u> <u>2017</u>
Junior Subordinated Notes (1)	\$ 62,000	\$ 62,000
Fair value adjustment	(16,213)	(17,018)
<b>Total Junior Subordinated Notes</b>	<b>\$ 45,787</b>	<b>\$ 44,982</b>

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

### Note 6.—Securitized Mortgage Trusts

#### Securitized Mortgage Trust Assets

Securitized mortgage trust assets, which are recorded at their estimated fair value, are comprised of the following at June 30, 2018 and December 31, 2017:

	<u>June 30,</u> <u>2018</u>	<u>December 31,</u> <u>2017</u>
Securitized mortgage collateral	\$ 3,401,037	\$ 3,662,008
REO	8,440	8,542
<b>Total securitized mortgage trust assets</b>	<b>\$ 3,409,477</b>	<b>\$ 3,670,550</b>

### Securitized Mortgage Trust Liabilities

Securitized mortgage trust liabilities, which are recorded at their estimated fair value, are comprised of the following at June 30, 2018 and December 31, 2017:

	<u>June 30,</u> <u>2018</u>	<u>December 31,</u> <u>2017</u>
Securitized mortgage borrowings	\$ 3,393,721	\$ 3,653,265

Changes in fair value of net trust assets, including trust REO losses, are comprised of the following for the three and six months ended June 30, 2018 and 2017:

	<u>For the Three Months Ended</u> <u>June 30,</u>		<u>For the Six Months Ended</u> <u>June 30,</u>	
	<u>2018</u>	<u>2017</u>	<u>2018</u>	<u>2017</u>
Change in fair value of net trust assets, excluding REO	\$ 1,807	\$ (2,213)	\$ (2,524)	\$ 2,573
(Losses) gains from REO	(1,590)	4,218	603	5,751
Change in fair value of net trust assets, including trust REO (losses) gains	<u>\$ 217</u>	<u>\$ 2,005</u>	<u>\$ (1,921)</u>	<u>\$ 8,324</u>

### Note 7.—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:

	<u>June 30, 2018</u>				<u>December 31, 2017</u>			
	<u>Carrying</u> <u>Amount</u>	<u>Estimated Fair Value</u>			<u>Carrying</u> <u>Amount</u>	<u>Estimated Fair Value</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
<b>Assets</b>								
Cash and cash equivalents	\$ 32,960	\$ 32,960	\$ —	\$ —	\$ 33,223	\$ 33,223	\$ —	\$ —
Restricted cash	4,606	4,606	—	—	5,876	5,876	—	—
Mortgage loans held-for-sale	481,291	—	481,291	—	568,781	—	568,781	—
Finance receivables	37,215	—	37,215	—	41,777	—	41,777	—
Mortgage servicing rights	180,733	—	—	180,733	154,405	—	—	154,405
Derivative assets, lending, net	4,538	—	—	4,538	4,777	—	420	4,357
Securitized mortgage collateral	3,401,037	—	—	3,401,037	3,662,008	—	—	3,662,008
<b>Liabilities</b>								
Warehouse borrowings	\$ 482,546	\$ —	\$ 482,546	\$ —	\$ 575,363	\$ —	\$ 575,363	\$ —
MSR financings	62,000	—	—	62,000	35,133	—	—	35,133
Convertible notes	24,979	—	—	24,979	24,974	—	—	24,974
Contingent consideration	—	—	—	—	554	—	—	554
Long-term debt	45,787	—	—	45,787	44,982	—	—	44,982
Securitized mortgage borrowings	3,393,721	—	—	3,393,721	3,653,265	—	—	3,653,265
Derivative liabilities, lending, net	179	—	179	—	—	—	—	—

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 88% and 99% and 87% and 99%, respectively, of total assets and total liabilities measured at estimated fair value at June 30, 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 six months ended June 30, 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 June 30, 2018 and December 31, 2017, based on the fair value hierarchy:

	Recurring Fair Value Measurements					
	June 30, 2018			December 31, 2017		
	Level 1	Level 2	Level 3	Level 1	Level 2	Level 3
<b>Assets</b>						
Mortgage loans held-for-sale	\$ —	\$ 481,291	\$ —	\$ —	\$ 568,781	\$ —
Derivative assets, lending, net (1)	—	—	4,538	—	420	4,357
Mortgage servicing rights	—	—	180,733	—	—	154,405
Securitized mortgage collateral	—	—	3,401,037	—	—	3,662,008
Total assets at fair value	\$ —	\$ 481,291	\$ 3,586,308	\$ —	\$ 569,201	\$ 3,820,770
<b>Liabilities</b>						
Securitized mortgage borrowings	\$ —	\$ —	\$ 3,393,721	\$ —	\$ —	\$ 3,653,265
Long-term debt	—	—	45,787	—	—	44,982
Contingent consideration	—	—	—	—	—	554
Derivative liabilities, lending, net (2)	—	179	—	—	—	—
Total liabilities at fair value	\$ —	\$ 179	\$ 3,439,508	\$ —	\$ —	\$ 3,698,801

- (1) At June 30, 2018, derivative assets, lending, net included \$4.5 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 June 30, 2018, derivative liabilities, lending, net included \$179 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 June 30, 2018 and 2017:

<b>Level 3 Recurring Fair Value Measurements</b>					
<b>For the Three Months Ended June 30, 2018</b>					
	Securitized mortgage collateral	Securitized mortgage borrowings	Mortgage servicing rights	Interest rate lock commitments, net	Long- term debt
Fair value, March 31, 2018	\$ 3,513,901	\$ (3,508,477)	\$ 174,067	\$ 3,854	\$ (45,337)
Total gains (losses) included in earnings:					
Interest income (1)	11,286	—	—	—	—
Interest expense (1)	—	(17,117)	—	—	(182)
Change in fair value	12,686	(10,879)	393	684	258
Change in fair value of instrument specific credit risk	—	—	—	—	(526)(2)
Total gains (losses) included in earnings	23,972	(27,996)	393	684	(450)
Transfers in and/or out of Level 3	—	—	—	—	—
Purchases, issuances and settlements:					
Purchases	—	—	—	—	—
Issuances	—	—	6,273	—	—
Settlements	(136,836)	142,752	—	—	—
Fair value, June 30, 2018	<u>\$ 3,401,037</u>	<u>\$ (3,393,721)</u>	<u>\$ 180,733</u>	<u>\$ 4,538</u>	<u>\$ (45,787)</u>
Unrealized gains (losses) still held (3)	<u>\$ (490,822)</u>	<u>\$ 2,666,746</u>	<u>\$ 180,733</u>	<u>\$ 4,538</u>	<u>\$ 16,213</u>

- (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 \$1.8 million for three months ended June 30, 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 June 30, 2018.

<b>Level 3 Recurring Fair Value Measurements</b>						
<b>For the Three Months Ended June 30, 2017</b>						
	Securitized mortgage collateral	Securitized mortgage borrowings	Mortgage servicing rights	Interest rate lock commitments, net	Long- term debt	Contingent consideration
Fair value, March 31, 2017	\$ 3,903,336	\$ (3,892,668)	\$ 141,586	\$ 12,333	\$ (50,044)	\$ (24,498)
Total gains (losses) included in earnings:						
Interest income (1)	14,101	—	—	—	—	—
Interest expense (1)	—	(36,505)	—	—	(161)	—
Change in fair value	50,168	(52,381)	(7,739)	(2,787)	(265)	6,086
Total (losses) gains included in earnings	64,269	(88,886)	(7,739)	(2,787)	(426)	6,086
Transfers in and/or out of Level 3	—	—	—	—	—	—
Purchases, issuances and settlements:						
Purchases	—	—	5,619	—	—	—
Issuances	—	—	12,807	—	—	—
Settlements	(191,421)	214,035	—	—	5,934	3,486
Fair value, June 30, 2017	<u>\$ 3,776,184</u>	<u>\$ (3,767,519)</u>	<u>\$ 152,273</u>	<u>\$ 9,546</u>	<u>\$ (44,536)</u>	<u>\$ (14,926)</u>
Unrealized gains (losses) still held (2)	<u>\$ (729,834)</u>	<u>\$ 2,888,635</u>	<u>\$ 152,273</u>	<u>\$ 9,546</u>	<u>\$ 17,464</u>	<u>\$ (14,926)</u>

- (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 June 30, 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 June 30, 2017.

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 six months ended June 30, 2018 and 2017:

<b>Level 3 Recurring Fair Value Measurements</b>						
<b>For the Six Months Ended June 30, 2018</b>						
	<b>Securitized mortgage collateral</b>	<b>Securitized mortgage borrowings</b>	<b>Mortgage servicing rights</b>	<b>Interest rate lock commitments, net</b>	<b>Long- term debt</b>	<b>Contingent consideration</b>
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)	16,974	—	—	—	—	—
Interest expense (1)	—	(37,197)	—	—	(321)	—
Change in fair value	(20,069)	17,545	9,572	181	1,481	—
Change in fair value of instrument specific credit risk	—	—	—	—	(1,965)(2)	—
Total gains (losses) included in earnings	(3,095)	(19,652)	9,572	181	(805)	—
Transfers in and/or out of Level 3	—	—	—	—	—	—
Purchases, issuances and settlements:						
Purchases	—	—	—	—	—	—
Issuances	—	—	16,756	—	—	—
Settlements	(257,876)	279,196	—	—	—	554
Fair value, June 30, 2018	<u>\$ 3,401,037</u>	<u>\$ (3,393,721)</u>	<u>\$ 180,733</u>	<u>\$ 4,538</u>	<u>\$ (45,787)</u>	<u>\$ —</u>

- (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 \$4.0 million for six months ended June 30, 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.

**Level 3 Recurring Fair Value Measurements**  
**For the Six Months Ended June 30, 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)	29,585	—	—	—	—	—
Interest expense (1)	—	(77,200)	—	—	(502)	—
Change in fair value	101,220	(98,647)	(8,861)	(1,623)	(2,761)	4,702
Total gains (losses) included in earnings	130,805	(175,847)	(8,861)	(1,623)	(3,263)	4,702
Transfers in and/or out of Level 3	—	—	—	—	—	—
Purchases, issuances and settlements:						
Purchases	—	—	5,619	—	—	—
Issuances	—	—	24,873	—	—	—
Settlements	(376,512)	425,931	(895)	—	5,934	11,444
Fair value, June 30, 2017	<u>\$ 3,776,184</u>	<u>\$ (3,767,519)</u>	<u>\$ 152,273</u>	<u>\$ 9,546</u>	<u>\$ (44,536)</u>	<u>\$ (14,926)</u>

- (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 \$4.2 million for the six months ended June 30, 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.

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 June 30, 2018:

Financial Instrument	Estimated Fair Value	Valuation Technique	Unobservable Input	Range of Inputs	Weighted Average
<b>Assets and liabilities backed by real estate</b>					
Securitized mortgage collateral, and	\$ 3,401,037	DCF	Prepayment rates	2.6 - 21.0 %	8.6 %
Securitized mortgage borrowings	(3,393,721)		Default rates	0.01 - 4.0 %	1.5 %
			Loss severities	6.6 - 86.7 %	42.9 %
			Discount rates	3.0 - 25.0 %	4.4 %
<b>Other assets and liabilities</b>					
Mortgage servicing rights	\$ 180,733	DCF	Discount rate	8.9 - 14.0 %	9.7 %
			Prepayment rates	6.8 - 88.8 %	9.7 %
Derivative assets - IRLCs, net	4,538	Market pricing	Pull-through rate	7.8 - 99.9 %	74.4 %
Long-term debt	(45,787)	DCF	Discount rate	10.0 %	10.0 %

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 June 30, 2018 and 2017:

<b>Recurring Fair Value Measurements</b>							
<b>Changes in Fair Value Included in Net Earnings</b>							
<b>For the Three Months Ended June 30, 2018</b>							
<b>Change in Fair Value of</b>							
	<b>Interest Income (1)</b>	<b>Interest Expense (1)</b>	<b>Net Trust Assets</b>	<b>Long-term Debt</b>	<b>Other Revenue and Expense</b>	<b>Gain on Sale of Loans, net</b>	<b>Total</b>
Securitized mortgage collateral	\$ 11,286	\$ —	\$ 12,686	\$ —	\$ —	\$ —	\$ 23,972
Securitized mortgage borrowings	—	(17,117)	(10,879)	—	—	—	(27,996)
Derivative liabilities, net, securitized trusts	—	—	—	—	—	—	—
Long-term debt	—	(182)	—	258	—	—	76
Mortgage servicing rights (2)	—	—	—	—	393	—	393
Mortgage loans held-for-sale	—	—	—	—	—	(391)	(391)
Derivative assets — IRLCs	—	—	—	—	—	684	684
Derivative liabilities — Hedging Instruments	—	—	—	—	(38)	751	713
<b>Total</b>	<b>\$ 11,286</b>	<b>\$ (17,299)</b>	<b>\$ 1,807</b>	<b>\$ 258</b>	<b>\$ 355</b>	<b>\$ 1,044</b>	<b>\$ (2,549)</b>

- (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.

<b>Recurring Fair Value Measurements</b>							
<b>Changes in Fair Value Included in Net Earnings</b>							
<b>For the Three Months Ended June 30, 2017</b>							
<b>Change in Fair Value of</b>							
	<b>Interest Income (1)</b>	<b>Interest Expense (1)</b>	<b>Net Trust Assets</b>	<b>Long-term Debt</b>	<b>Other Revenue</b>	<b>Gain on Sale of Loans, net</b>	<b>Total</b>
Securitized mortgage collateral	\$ 14,101	\$ —	\$ 50,168	\$ —	\$ —	\$ —	\$ 64,269
Securitized mortgage borrowings	—	(36,505)	(52,381)	—	—	—	(88,886)
Derivative liabilities, net, securitized trusts	—	—	—	—	—	—	—
Long-term debt	—	(161)	—	(265)	—	—	(426)
Mortgage servicing rights (2)	—	—	—	—	(7,739)	—	(7,739)
Contingent consideration	—	—	—	—	6,086	—	6,086
Mortgage loans held-for-sale	—	—	—	—	—	4,394	4,394
Derivative assets — IRLCs	—	—	—	—	—	(2,787)	(2,787)
Derivative liabilities — Hedging Instruments	—	—	—	—	(1,305)	4,683	3,378
<b>Total</b>	<b>\$ 14,101</b>	<b>\$ (36,666)</b>	<b>\$ (2,213)</b>	<b>\$ (265)</b>	<b>\$ (2,958)</b>	<b>\$ 6,290</b>	<b>\$ (21,711)</b>

- (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.

The following tables present the changes in recurring fair value measurements included in net earnings for the six months ended June 30, 2018 and 2017:

	Recurring Fair Value Measurements						
	Changes in Fair Value Included in Net Earnings						
	For the Six Months Ended June 30, 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	\$ 16,974	\$ —	\$ (20,069)	\$ —	\$ —	\$ —	\$ (3,095)
Securitized mortgage borrowings	—	(37,197)	17,545	—	—	—	(19,652)
Derivative liabilities, net, securitized trusts	—	—	—	—	—	—	—
Long-term debt	—	(321)	—	1,481	—	—	1,160
Mortgage servicing rights (2)	—	—	—	—	9,572	—	9,572
Mortgage loans held-for-sale	—	—	—	—	—	(5,282)	(5,282)
Derivative assets — IRLCs	—	—	—	—	—	181	181
Derivative liabilities — Hedging Instruments	—	—	—	—	246	(846)	(600)
<b>Total</b>	<b>\$ 16,974</b>	<b>\$ (37,518)</b>	<b>\$ (2,524)</b> (3)	<b>\$ 1,481</b>	<b>\$ 9,818</b>	<b>\$ (5,947)</b>	<b>\$ (17,716)</b>

- (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 six months ended June 30, 2018, change in the fair value of net trust assets, excluding REO was \$2.5 million.

	Recurring Fair Value Measurements						
	Changes in Fair Value Included in Net Earnings						
	For the Six Months Ended June 30, 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	\$ 29,585	\$ —	\$ 101,220	\$ —	\$ —	\$ —	\$ 130,805
Securitized mortgage borrowings	—	(77,200)	(98,647)	—	—	—	(175,847)
Derivative liabilities, net, securitized trusts	—	—	—	—	—	—	—
Long-term debt	—	(502)	—	(2,761)	—	—	(3,263)
Mortgage servicing rights (2)	—	—	—	—	(8,861)	—	(8,861)
Contingent consideration	—	—	—	—	4,702	—	4,702
Mortgage loans held-for-sale	—	—	—	—	—	9,598	9,598
Derivative assets — IRLCs	—	—	—	—	—	(1,623)	(1,623)
Derivative liabilities — Hedging Instruments	—	—	—	—	(83)	2,374	2,291
<b>Total</b>	<b>\$ 29,585</b>	<b>\$ (77,702)</b>	<b>\$ 2,573</b> (3)	<b>\$ (2,761)</b>	<b>\$ (4,242)</b>	<b>\$ 10,349</b>	<b>\$ (42,198)</b>

- (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 six months ended June 30, 2017, change in the fair value of net trust assets, excluding REO was \$2.6 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 June 30, 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 June 30, 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 June 30, 2018, securitized mortgage collateral had UPB of \$3.9 billion, compared to an estimated fair value on the Company's balance sheet of \$3.4 billion. The aggregate UPB exceeds the fair value by \$0.5 billion at June 30, 2018. As of June 30, 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 June 30, 2018. Securitized mortgage collateral is considered a Level 3 measurement at June 30, 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 June 30, 2018, securitized mortgage borrowings had an outstanding principal balance of \$3.9 billion, net of \$2.2 billion in bond losses, compared to an estimated fair value of \$3.4 billion. The aggregate outstanding principal balance exceeds the fair value by \$0.5 billion at June 30, 2018. Securitized mortgage borrowings are considered a Level 3 measurement at June 30, 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 June 30, 2017, and as of June 30, 2018, we have no further obligations related to contingent consideration.

*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 June 30, 2018, long-term debt had UPB of \$62.0 million compared to an estimated fair value of \$45.8 million. The aggregate UPB exceeds the fair value by \$16.2 million at June 30, 2018. The long-term debt is considered a Level 3 measurement at June 30, 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 June 30, 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 June 30, 2018.

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

	Notional Amount		Total Gains (Losses) For the Three Months Ended		Total Gains (Losses) For the Six Months Ended	
	June 30, 2018	December 31, 2017	June 30,		June 30,	
			2018	2017	2018	2017
Derivative – IRLC's (1)	\$ 369,707	\$ 398,225	\$ 684	\$ (2,787)	\$ 181	\$ (1,623)
Derivative – TBA MBS (2)	418,807	687,500	299	(746)	9,275	(1,371)

- (1) Amounts included in gain on sale of loans, net within the accompanying consolidated statements of operations.  
(2) Amounts included in gain on sale of loans, net and gain (loss) on mortgage servicing rights, 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 June 30, 2018 and 2017, respectively:

	Nonrecurring Fair Value Measurements			Total Gains (Losses) (1)	
	June 30, 2018			For the Three Months Ended	
	Level 1	Level 2	Level 3	June 30, 2018	
REO (2)	\$ —	\$ 169	\$ —	\$ (1,590)	
Deferred charge (3)	—	—	—	—	
Intangible assets	—	—	6,033	(13,450)	
Goodwill	—	—	29,925	(74,662)	

- (1) Total losses reflect losses from all nonrecurring measurements during the period.  
(2) Balance represents REO at June 30, 2018, which have been impaired subsequent to foreclosure. For the three and six months ended June 30, 2018, the Company recorded \$1.6 million and \$603 thousand, respectively, in (losses) gains related to changes in net realizable value (NRV) of properties. Losses represent impairment of the NRV attributable to an increase in state specific loss severities on properties held during the period, which resulted in a decrease to NRV. Gains represent recovery of the NRV attributable to an improvement in state specific loss severities on properties held during the period, which resulted in an increase to NRV.  
(3) 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.

	Nonrecurring Fair Value Measurements			Total Gains (Losses) (1)	
	June 30, 2017			For the Three Months Ended	
	Level 1	Level 2	Level 3	June 30, 2017	
REO (2)	\$ —	\$ 6,498	\$ —	\$ 4,218	
Deferred charge (3)	—	—	8,165	(243)	

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

- (2) Balance represents REO at June 30, 2017 which has been impaired subsequent to foreclosure. For the three and six months ended June 30, 2017, the Company recorded \$4.2 million and \$5.8 million, respectively, in gains which represent recovery of the 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 and six months ended June 30, 2017, the Company recorded \$243 thousand and \$520 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.

*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 are considered Level 2 measurements at June 30, 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 June 30, 2018.

*Intangible assets*— The methodology used to determine the fair value as well as measure potential impairment of trademarks includes assumptions with inherent uncertainty, including projected sales volumes and related projected revenues, long-term growth rates, royalty rates that a market participant might assume and judgments regarding the factors to develop an applied discount rate. The carrying value of intangible assets is at risk of impairment if future projected usage, revenues or long-term growth rates are lower than those currently projected, or if factors used in the development of a discount rate result in the application of a higher discount rate. As the results of our testing indicated that the carrying values of certain of these assets would not be recoverable, we recorded intangible asset impairment of approximately \$13.4 million during the quarter ended June 30, 2018. The intangible assets are considered Level 3 nonrecurring fair value measurements at June 30, 2018.

*Goodwill*— For goodwill, the determination of fair value of a reporting unit involves, among other things, application of various approaches, which include developing forecasts of future cash flows with a number of assumptions including but not limited to, origination and margin projections, growth and terminal value projections, and judgements regarding the factors to develop discount rates and cost of capital. The Company reviews its goodwill for impairment at least annually as of December 31 or more frequently if facts and circumstances indicate that it is more likely than not that the fair value of a reporting unit that has goodwill is less than its carrying value. The Company compared the fair value of its net assets using three methodologies (two income approaches and one market approach), to the carrying value and determined that its goodwill was impaired. As a result, we recorded an impairment charge of \$74.7 million related to goodwill during the quarter ended June 30, 2018. Goodwill is considered a Level 3 nonrecurring fair value measurement at June 30, 2018.

#### **Note 8.—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 \$3.7 million and \$4.3 million for the three and six months ended June 30, 2018, respectively. Tax expense for the three and six months ended June 30, 2018 is primarily the result of an increase in the valuation allowance eliminating the net deferred tax asset and state income taxes from states where the Company does not have net operating loss carryforwards or state minimum taxes, including AMT.

The Company recorded income tax expense of \$1.0 million and \$1.5 million for the three and six months ended June 30, 2017, respectively, primarily the result of the recognition of a deferred tax liability created by the amortization of an indefinite-life intangible asset (goodwill) and amortization of the deferred charge. The deferred tax liability for indefinite-life intangibles cannot be included in the calculation of valuation allowance as these liabilities cannot be considered when determining the realizability of the net deferred tax assets.

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 9.—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 June 30,		For the Six Months Ended June 30,	
	2018	2017	2018	2017
<b>Numerator for basic (loss) earnings per share:</b>				
Net (loss) earnings	\$ (97,398)	\$ 6,440	\$ (93,525)	\$ 11,067
<b>Numerator for diluted (loss) earnings per share:</b>				
Net (loss) earnings	\$ (97,398)	\$ 6,440	\$ (93,525)	\$ 11,067
Interest expense attributable to convertible notes (1)	—	437	—	875
Net (loss) earnings plus interest expense attributable to convertible notes	\$ (97,398)	\$ 6,877	\$ (93,525)	\$ 11,942
<b>Denominator for basic (loss) earnings per share (2):</b>				
Basic weighted average common shares outstanding during the period	20,964	19,791	20,958	17,918
<b>Denominator for diluted (loss) earnings per share (2):</b>				
Basic weighted average common shares outstanding during the period	20,964	19,791	20,958	17,918
Net effect of dilutive convertible notes (1)	—	1,163	—	1,163
Net effect of dilutive stock options and DSU's	—	304	—	296
Diluted weighted average common shares	20,964	21,258	20,958	19,377
<b>Net (loss) earnings per common share:</b>				
Basic	\$ (4.65)	\$ 0.33	\$ (4.46)	\$ 0.62
Diluted	\$ (4.65)	\$ 0.32	\$ (4.46)	\$ 0.62

- (1) Adjustments to diluted earnings per share for the convertible notes for the three and six months ended June 30, 2018 were excluded from the calculation, as they are anti-dilutive.
- (2) Number of shares presented in thousands.

At June 30, 2018, there were 1.2 million shares attributable to the Convertible Notes and 1.3 million stock options outstanding which were anti-dilutive. At June 30, 2017, there were 683 thousand anti-dilutive stock options outstanding.

#### Note 10.—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	Mortgage	Real Estate	Long-term	Corporate	
Three Months Ended June 30, 2018:	Lending	Services	Portfolio	and other	Consolidated
Gain on sale of loans, net	\$ 18,741	\$ —	\$ —	\$ —	\$ 18,741
Real estate services fees, net	—	1,038	—	—	1,038
Servicing fees, net	9,861	—	—	—	9,861
Gain on mortgage servicing rights, net	167	—	—	—	167
Other revenue	—	—	101	15	116
Intangible asset impairment	(13,450)	—	—	—	(13,450)
Goodwill impairment	(74,662)	—	—	—	(74,662)
Other operating expense	(28,985)	(591)	(111)	(6,837)	(36,524)
Other income (expense)	305	—	1,177	(461)	1,021
Net (loss) earnings before income tax expense	\$ (88,023)	\$ 447	\$ 1,167	\$ (7,283)	(93,692)
Income tax expense					3,706
Net loss					\$ (97,398)

Statement of Operations Items for the	Mortgage	Real Estate	Long-term	Corporate	
Three Months Ended June 30, 2017:	Lending	Services	Portfolio	and other	Consolidated
Gain on sale of loans, net	\$ 36,806	\$ —	\$ —	\$ —	\$ 36,806
Real estate services fees, net	—	1,504	—	—	1,504
Servicing fees, net	7,764	—	—	—	7,764
Loss on mortgage servicing rights, net	(6,669)	—	—	—	(6,669)
Other revenue	5	—	66	157	228
Accretion of contingent consideration	(707)	—	—	—	(707)
Change in fair value of contingent consideration	6,793	—	—	—	6,793
Loss on extinguishment of debt	—	—	(1,265)	—	(1,265)
Other operating expense	(35,230)	(743)	(100)	(3,734)	(39,807)
Other income (expense)	582	—	2,683	(427)	2,838
Net earnings (loss) before income tax expense	\$ 9,344	\$ 761	\$ 1,384	\$ (4,004)	\$ 7,485
Income tax expense					1,045
Net earnings					\$ 6,440

<b>Statement of Operations Items for the Six Months Ended June 30, 2018:</b>	<b>Mortgage Lending</b>	<b>Real Estate Services</b>	<b>Long-term Portfolio</b>	<b>Corporate and other</b>	<b>Consolidated</b>
Gain on sale of loans, net	\$ 40,223	\$ —	\$ —	\$ —	\$ 40,223
Real estate services fees, net	—	2,423	—	—	2,423
Servicing fees, net	19,324	—	—	—	19,324
Gain on mortgage servicing rights, net	7,872	—	—	—	7,872
Other revenue	—	—	186	21	207
Intangible asset impairment	(13,450)	—	—	—	(13,450)
Goodwill impairment	(74,662)	—	—	—	(74,662)
Other operating expense	(60,533)	(1,229)	(176)	(10,335)	(72,273)
Other income (expense)	638	—	1,373	(884)	1,127
Net (loss) earnings before income tax expense	\$ (80,588)	\$ 1,194	\$ 1,383	\$ (11,198)	(89,209)
Income tax expense	—	—	—	—	4,316
Net loss	—	—	—	—	\$ (93,525)

<b>Statement of Operations Items for the Six Months Ended June 30, 2017:</b>	<b>Mortgage Lending</b>	<b>Real Estate Services</b>	<b>Long-term Portfolio</b>	<b>Corporate and other</b>	<b>Consolidated</b>
Gain on sale of loans, net	\$ 74,126	\$ —	\$ —	\$ —	\$ 74,126
Real estate services fees, net	—	3,137	—	—	3,137
Servicing fees, net	15,083	—	—	—	15,083
Loss on mortgage servicing rights, net	(7,646)	—	—	—	(7,646)
Other revenue	19	—	127	129	275
Accretion of contingent consideration	(1,552)	—	—	—	(1,552)
Change in fair value of contingent consideration	6,254	—	—	—	6,254
Loss on extinguishment of debt	—	—	(1,265)	—	(1,265)
Other operating expense	(73,315)	(1,737)	(186)	(7,742)	(82,980)
Other income (expense)	988	—	7,396	(1,278)	7,106
Net earnings (loss) before income tax expense	\$ 13,957	\$ 1,400	\$ 6,072	\$ (8,891)	\$ 12,538
Income tax expense	—	—	—	—	1,471
Net earnings	—	—	—	—	\$ 11,067

<b>Balance Sheet Items as of:</b>	<b>Mortgage Lending</b>	<b>Real Estate Services</b>	<b>Long-term Portfolio</b>	<b>Corporate and other</b>	<b>Consolidated</b>
<b>Total Assets at June 30, 2018 (1)</b>	\$ 851,509	\$ —	\$ 3,409,536	\$ 5,177	\$ 4,266,222
<b>Total Assets at December 31, 2017 (1)</b>	\$ 992,983	\$ 251	\$ 3,678,377	\$ 10,089	\$ 4,681,700

(1) All segment asset balances exclude intercompany balances.

## Note 11.—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 December 7, 2011, a purported class action was filed in the Circuit Court of Baltimore City, entitled *Timm, v. Impac Mortgage Holdings, Inc.*, purportedly on behalf of holders of the Company's 9.375% Series B Cumulative Redeemable Preferred Stock (Preferred B) and 9.125% Series C Cumulative Redeemable Preferred Stock (Preferred C) who did not tender their stock in connection with the Company's 2009 completion of its Offer to Purchase and Consent Solicitation. The action sought the payment of certain quarterly dividends for the Preferred B and C holders, the unwinding of the consents, and reinstatement of all rights under the 2004 Preferred Stock Articles Supplementary, including the cumulative dividend on the Preferred B and C stock, and the election of two directors by the Preferred B and C holders. The action also sought punitive damages and legal expenses. On July 16, 2018, the Court entered a Judgement Order whereby it (1) declared and entered judgment in favor of all defendants on all claims related to the Preferred C holders and all claims against all individual defendants thereby affirming the validity of the 2009 amendments to the Series B Articles Supplementary; (2) declared its interpretation of the voting provision language in the Preferred B Articles Supplementary to mean that consent of two-thirds of the Preferred B stockholders was required to approve the 2009 amendments to the Preferred B Articles Supplementary, which consent was not obtained, thus rendering the amendments invalid and leaving the 2004 Preferred B Articles Supplementary in effect; (3) ordered the Company to hold a special election within sixty days for the Preferred B stockholders to elect two directors to the Board of Directors pursuant to the 2004 Preferred B Articles Supplementary (which Directors will remain on the Company's Board of Directors until such time as all accumulated dividends on the Preferred B have been paid or set aside for payment) and, (4) declared that the Company is required to pay three quarters of dividends on the Preferred B stock under the 2004 Articles Supplementary (approximately, \$1.2 million, but did not order the Company to make any payment at this time). The Court declined to certify any class pending the outcome of appeals and certified its Judgment Order for immediate appeal. The Company has appealed the Judgment Order and intends to seek a stay of the order requiring the Company to hold a special meeting for the election of two directors pending the outcome of appeals. As a result of the Judgement Order, the following terms of Preferred B are also deemed to be reinstated: 1) unpaid cash dividends on the Series B at a rate of 9.375% per year will accrue and be cumulative on a quarterly basis, 2) dividends and distributions on, and the repurchase of stock ranking junior (such as our common stock) or on parity to the Preferred B are prohibited (except the dividends in the form of shares of stock) unless full cumulative dividends on the Preferred B stock have been paid or set aside for payment, 3) the Company may not redeem less than all of the outstanding Preferred B stock unless full cumulative dividends on the Preferred B stock are paid or set aside for payment, 4) the Company may not, without approval of at least two thirds of the Preferred B create or authorize any class or series of capital stock ranking senior to the Preferred B or amend provisions of the Company's charter so as to materially and adversely affect the terms of the Preferred B, subject to certain exceptions, and 5) upon any liquidation, dissolution or winding up of the Company, the Preferred B are entitled to be paid before any distribution of assets to the common stock or junior preferred stock.

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. The trial was bifurcated with phase 1 scheduled to determine the proper measure of restitution, if the court later determines in phase 2 that any relief is proper, and phase 2 scheduled to determine whether the defendant is

liable for any restitution and, if so, the actual calculation of restitution under the formula determined in phase 1. The phase 1 trial was held on June 29, 2018, and the court agreed with the defendant and ruled that if liability is determined under phase 2, the proper measure of restitution is the time value of the fees paid by the plaintiffs from the time they were paid to the time the fees were lawfully collected by the defendant.

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 alleged 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 court granted the defendants' motion to dismiss the complaint on June 20, 2018.

On April 20, 2017, a purported class action was filed in the United States District Court, Central District of California, entitled Nguyen v. Impac Mortgage Corp. dba CashCall Mortgage et al. The plaintiffs contend the defendants did not pay purported class members overtime compensation or provide meal and rest breaks, as required by law. The action seeks to invalidate any waiver signed by a purported class member of their right to bring a class action and seeks damages, restitution, penalties, attorney's fees, interest, and an injunction against unfair, deceptive, and unlawful activities. The defendants have filed a motion to compel arbitration of the claims.

In 2012, 2013, and 2014, the Company received letters from Deutsche Bank seeking indemnification related to mortgage backed securities bonds issued, originated or sold by ISAC, IFC, IMH Assets Corp. and the Company, arising from cases filed against Deutsche Bank in New York. In July 2018, the Company received an additional indemnification notice from Deutsche Bank as a result of a case filed against Deutsche Bank in Orange County Superior Court in 2016, entitled BlackRock Balanced Capital Portfolio (FI) et al. v. Deutsche Bank.

In 2001, Baker, et al. v. Century Financial Group, et al., was filed in the Circuit Court of Clay County, Missouri, as a putative class action against the Company, Century Financial, and others claiming violations of Missouri's Second Mortgage Loan Act. Plaintiffs seek on behalf of themselves and the members of the putative class, among other things, disgorgement or restitution of all allegedly improperly-collected charges, the right to rescind all affected loan transactions, the right to offset any finance charges, closing costs, points or other loan fees paid against the principal amounts due on the loans if rescinded, actual and punitive damages, and attorneys' fees. In April 2018, the court of appeals reversed the lower court's dismissal of the case on statute of limitations grounds. In July 2018, the defendants filed a petition for Missouri's Supreme Court to review the court of appeal's decision.

In July 2018, the Company received a letter from a former employee addressed to the California Labor & Workforce Development Agency alleging the Company violated various California Labor Code provisions, including, but not limited to, not paying employees for all time worked, including overtime, not providing meal and rest breaks, and not providing accurate wage statements. The letter requested to be notified if the Agency intended to investigate the matter and, if not, the former employee would pursue penalties under the Private Attorneys General Act on behalf of aggrieved employees.

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 six months ended June 30, 2018 and year ended December 31, 2017:

	June 30, 2018	December 31, 2017
Beginning balance	\$ 6,020	\$ 5,408
Provision for repurchases	1,594	1,557
Settlements	(1,419)	(945)
Total repurchase reserve	<u>\$ 6,195</u>	<u>\$ 6,020</u>

### 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 June 30, 2018, the warehouse lending operations had warehouse lines to non-affiliated customers for borrowings up to \$112.0 million, of which there was an outstanding balance of \$37.2 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 7. — Fair Value of Financial Instruments for more information.

## Note 12.—Equity and Share Based Payments

### Redeemable Preferred Stock

At December 31, 2017, the Company had outstanding \$51.8 million liquidation preference of Series B and Series C Preferred Stock. The holders of each series of Preferred Stock, which are non-voting and redeemable at the option of the Company, retain the right to a \$25.00 per share liquidation preference in the event of a liquidation of the Company and the right to receive dividends on the Preferred Stock if any such dividends are declared.

As disclosed previously within Note 11.—Commitments and Contingencies, on July 16, 2018, the court entered its Judgement Order and Memorandum Opinion on the matter entitled *Timm, v. Impac Mortgage Holdings, Inc.*, a purported class action purportedly on behalf of holders of the Company's 9.375% Series B Cumulative Redeemable Preferred Stock (Preferred B) and 9.125% Series C Cumulative Redeemable Preferred Stock (Preferred C). The judgment declared (among other items disclosed in Note 11) that two-thirds of the Preferred B holders were required to approve the 2009 amendments to the Preferred B Articles Supplementary, which was not obtained, rendering the 2009 amendments to the Preferred B Articles Supplementary invalid and leaving the 2004 Preferred B Articles Supplementary in effect. As a result of the Judgement Order, all rights of the Preferred B holders under the 2004 Articles are deemed reinstated. Subject to an appeal, the Company has cumulative undeclared dividends in arrears of approximately \$13.6 million, or approximately \$20.51 per outstanding share of Preferred B, increasing the liquidation value to approximately \$45.51 per share. Additionally, every quarter the cumulative undeclared dividends in arrears will increase by \$0.5859 per share, or



approximately \$390 thousand. The liquidation preference, inclusive of the cumulative undeclared dividends in arrears, is only payable upon voluntary or involuntary liquidation, dissolution or winding up of the Company's affairs.

#### Share Based Payments

The following table summarizes activity, pricing and other information for the Company's stock options for the six months ended June 30, 2018:

	Number of Shares	Weighted- Average Exercise Price
Options outstanding at December 31, 2017	1,582,754	\$ 13.61
Options granted	30,000	8.85
Options exercised	(76,713)	4.17
Options forfeited/cancelled	(209,380)	15.93
Options outstanding at June 30, 2018	<u>1,326,661</u>	13.69
Options exercisable at June 30, 2018	<u>811,834</u>	\$ 12.63

As of June 30, 2018, there was approximately \$1.8 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 1.7 years.

The following table summarizes activity, pricing and other information for the Company's deferred stock units (DSU's), also referred to as deferred stock units as the issuance of the stock is deferred until termination of service, for the six months ended June 30, 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 June 30, 2018	<u>100,750</u>	<u>\$ 10.41</u>

As of June 30, 2018, there was approximately \$179 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 2.0 years.

#### Note 13.—Subsequent Events

On July 17, 2018, the stockholders of the Company approved an amendment to the Company's 2010 Omnibus Incentive Plan, as amended (the "Plan"), increasing the number of shares available under the Plan by 300,000 shares. Awards under the Plan may include incentive stock options, nonqualified stock options, stock appreciation rights, restricted shares of common stock, restricted stock units, performance share or unit awards, other stock-based awards and cash-based incentive awards. The increase in shares available under the Plan is designed to enhance the Company's flexibility in granting stock options and other awards to officers, employees, non-employee directors and other key persons and to ensure that the Company can continue to grant stock options and other awards to such persons at levels determined to be appropriate by the Company's compensation committee.

Effective August 7, 2018, the Board of Directors appointed George A. Mangiaracina as Chief Executive Officer of the Company. Mr. Mangiaracina also serves as President, to which he was appointed on March 14, 2018.

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: 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; decrease in our mortgage servicing portfolio; ability to increase our market share and geographic footprint in the various residential mortgage businesses; ability to manage and sell MSRs as needed; ability to successfully sell loans to third-party investors; 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			For the Six Months Ended	
	June 30, 2018	March 31, 2018	June 30, 2017	June 30, 2018	June 30, 2017
<b>Revenues:</b>					
Gain on sale of loans, net	\$ 18,741	\$ 21,482	\$ 36,806	\$ 40,223	\$ 74,126
Servicing fees, net	9,861	9,463	7,764	19,324	15,083
Gain (loss) on mortgage servicing rights, net	167	7,705	(6,669)	7,872	(7,646)
Real estate services fees, net	1,038	1,385	1,504	2,423	3,137
Other	116	90	228	207	275
Total revenues	29,923	40,125	39,633	70,049	84,975
<b>Expenses:</b>					
Personnel expense	16,678	17,742	21,373	34,421	46,291
Business promotion	9,000	9,731	10,110	18,730	20,341
General, administrative and other	10,846	8,275	8,324	19,122	16,348
Intangible asset impairment	13,450	—	—	13,450	—
Goodwill impairment	74,662	—	—	74,662	—
Accretion of contingent consideration	—	—	707	—	1,552
Change in fair value of contingent consideration	—	—	(6,793)	—	(6,254)
Total expenses	124,636	35,748	33,721	160,385	78,278
<b>Operating (loss) income :</b>	<b>(94,713)</b>	<b>4,377</b>	<b>5,912</b>	<b>(90,336)</b>	<b>6,697</b>
<b>Other income (expense):</b>					
Net interest income	546	1,020	1,098	1,567	1,543
Loss on extinguishment of debt	—	—	(1,265)	—	(1,265)
Change in fair value of long-term debt	258	1,224	(265)	1,481	(2,761)
Change in fair value of net trust assets	217	(2,138)	2,005	(1,921)	8,324
Total other income	1,021	106	1,573	1,127	5,841
Net (loss) earnings before income taxes	(93,692)	4,483	7,485	(89,209)	12,538
Income tax expense	3,706	610	1,045	4,316	1,471
Net (loss) earnings	\$ (97,398)	\$ 3,873	\$ 6,440	\$ (93,525)	\$ 11,067
<b>Other comprehensive (loss) earnings:</b>					
Change in fair value of instrument specific credit risk	(526)	(1,440)	—	(1,965)	—
Total comprehensive (loss) earnings	\$ (97,924)	\$ 2,433	\$ 6,440	\$ (95,490)	\$ 11,067
<b>Diluted weighted average common shares</b>					
	20,964	21,102	21,258	20,958	19,377
Diluted (loss) earnings per share	\$ (4.65)	\$ 0.18	\$ 0.32	\$ (4.46)	\$ 0.62

## Status of Operations

### Summary Highlights

- Mortgage servicing portfolio was flat at \$16.8 billion at June 30, 2018 and March 31, 2018 as compared to \$14.7 billion at June 30, 2017.
- Servicing fees, net increased to \$9.9 million for the three months ended June 30, 2018 from \$9.5 million for the three months ended March 31, 2018 and \$7.8 million for the three months ended June 30, 2017.
- NonQM mortgage origination volumes increased to \$306.1 million in the second quarter of 2018 from \$248.2 million in the first quarter of 2018 and \$232.5 million in the second quarter of 2017.
- Mortgage servicing rights (MSRs) increased to \$180.7 million at June 30, 2018 as compared to \$174.1 million at March 31, 2018 and \$152.3 million at June 30, 2017.

For the second quarter of 2018, we reported net loss of \$97.4 million, or \$4.65 per diluted common share, as compared to net earnings of \$6.4 million, or \$0.32 per diluted common share, for the second quarter of 2017. For the six months ended June 30, 2018, we reported net loss of \$93.5 million, or \$4.46 per diluted common share, as compared to net earnings of \$11.1 million, or \$0.62 per diluted common share, for the six months ended June 30, 2017.

Net (loss) earnings as well as adjusted operating (loss) income for the second quarter of 2018 decreased due to a decline in revenue from gain on sale of loans, net as a result of a decrease in origination volumes as well as a reduction in margins. Gain on sale margins decreased by 24 basis point (bps) to 181 bps in the second quarter of 2018, as compared to 205 bps in the second quarter of 2017 reflecting 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. Additionally, as a result of the continued downward pressure in the mortgage origination market causing further compression of margins and declines in volume, combined with a shift in the consumer direct strategy implemented by our new management team, we recorded an \$88.1 million impairment charge related to \$13.4 million in intangible asset impairment and \$74.7 million in goodwill impairment during the second quarter of 2018, as further described below.

Net (loss) earnings include fair value adjustments for changes in the contingent consideration (which ended in December 2017), long-term debt and net trust assets as well as impairment charges for intangible assets and goodwill. The contingent consideration and impairment charges are related to the CashCall Mortgage (CCM) acquisition transaction, while the other fair value adjustments are related to our legacy portfolio. These fair value adjustments and impairment charges are non-cash items which management believes should be excluded when discussing our ongoing and future operations.

Adjusted operating income (loss), excluding the changes in contingent consideration and impairment charges (adjusted operating income (loss)) 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.

We calculate adjusted operating (loss) income and adjusted operating (loss) income per share excluding changes in contingent consideration and impairment charges 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. Adjusted operating (loss) income and adjusted operating (loss) income per share excluding changes in contingent consideration and impairment charges 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 (loss) earnings before income taxes, net (loss) earnings or diluted (loss) earnings per share (EPS) prepared in accordance with GAAP.

For the second quarter of 2018, adjusted operating (loss) income was a loss of \$6.6 million, or \$0.31 per diluted common share, as compared to a loss of \$174 thousand, or \$0.01 per diluted common share, for the second quarter of 2017. For the six months ended June 30, 2018, adjusted operating (loss) income was a loss of \$2.2 million, or \$0.11 per diluted common share, as compared to income of \$2.0 million, or \$0.10 per diluted common share, for the six months ended June 30, 2017. The table below shows a reconciliation of operating (loss) income to adjusted operating (loss) income:

	For the Three Months Ended			For the Six Months Ended	
	June 30, 2018	March 31, 2018	June 30, 2017	June 30, 2018	June 30, 2017
<b>Net (loss) earnings:</b>	\$ (97,398)	\$ 3,873	\$ 6,440	\$ (93,525)	\$ 11,067
Total other income	(1,021)	(106)	(1,573)	(1,127)	(5,841)
Income tax expense	3,706	610	1,045	4,316	1,471
<b>Operating (loss) income:</b>	\$ (94,713)	\$ 4,377	\$ 5,912	\$ (90,336)	\$ 6,697
Intangible asset impairment	13,450	—	—	13,450	—
Goodwill impairment	74,662	—	—	74,662	—
Accretion of contingent consideration	—	—	707	—	1,552
Change in fair value of contingent consideration	—	—	(6,793)	—	(6,254)
<b>Adjusted operating (loss) income</b>	<b>\$ (6,601)</b>	<b>\$ 4,377</b>	<b>\$ (174)</b>	<b>\$ (2,224)</b>	<b>\$ 1,995</b>
Diluted weighted average common shares	20,964	21,102	21,258	20,958	19,377
<b>Diluted adjusted operating (loss) income per share</b>	<b>\$ (0.31)</b>	<b>\$ 0.21</b>	<b>\$ (0.01)</b>	<b>\$ (0.11)</b>	<b>\$ 0.10</b>
<b>Diluted (loss) earnings per share</b>	<b>\$ (4.65)</b>	<b>\$ 0.18</b>	<b>\$ 0.32</b>	<b>\$ (4.46)</b>	<b>\$ 0.62</b>
Adjustments:					
Total other income (1)	(0.05)	(0.01)	(0.09)	(0.05)	(0.36)
Income tax expense	0.19	0.04	0.05	0.20	0.08
Intangible asset impairment	0.64	—	—	0.64	—
Goodwill impairment	3.56	—	—	3.56	—
Accretion of contingent consideration	—	—	0.03	—	0.08
Change in fair value of contingent consideration	—	—	(0.32)	—	(0.32)
<b>Diluted adjusted operating (loss) income per share</b>	<b>\$ (0.31)</b>	<b>\$ 0.21</b>	<b>\$ (0.01)</b>	<b>\$ (0.11)</b>	<b>\$ 0.10</b>

- (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

(in millions)	For the Three Months Ended				
	June 30, 2018	March 31, 2018	% Change	June 30, 2017	% Change
Retail	\$ 459.9	\$ 631.1	(27)%	\$ 1,186.8	(61) %
Correspondent	374.9	479.6	(22)	305.8	23
Wholesale	199.4	209.4	(5)	301.0	(34)
Total originations	<u>\$ 1,034.2</u>	<u>\$ 1,320.1</u>	(22)%	<u>\$ 1,793.6</u>	(42) %

During the second quarter of 2018, total originations decreased 22% to \$1.0 billion as compared to \$1.3 billion in the first quarter of 2018 and decreased 42% as compared to \$1.8 billion in the second quarter of 2017. The decrease in originations from the first quarter of 2018 and second quarter of 2017 was a result of higher interest rates. From January 2017 through the second quarter of 2018, interest rates have increased significantly from the historically low interest rate environment the previous years, causing a sharp drop in refinance volume which has been the predominance of our retail originations.

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:**

(in millions)	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2018	2017	2018	2017
Conventional	\$ 302.4	\$ 1,079.3	\$ 822.5	\$ 2,046.6
Government (1)	425.7	481.8	977.5	910.2
NonQM	306.1	232.5	554.3	416.8
Total originations	\$ 1,034.2	\$ 1,793.6	\$ 2,354.3	\$ 3,373.6

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

During the second quarter of 2018, the origination volume of NonQM loans increased to \$306.1 million, as compared to \$248.2 million in the first quarter of 2018 and \$232.5 million in the second quarter of 2017. In the second quarter of 2018, the retail channel accounted for 25% of NonQM originations while the wholesale and correspondent channels accounted for 75% of NonQM production. 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. 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).

We have established investor relationships for these products that provide us with an exit strategy for these nonconforming loans. In the second quarter of 2018, our NonQM origination volume was \$306.1 million with an average FICO of 721 and a weighted average LTV of 67%.

**Originations by Purpose:**

(in millions)	For the Three Months Ended June 30,				For the Six Months Ended June 30,			
	2018	%	2017	%	2018	%	2017	%
Refinance	\$ 660.0	64 %	\$ 1,349.7	75 %	\$ 1,538.4	65 %	\$ 2,594.1	77 %
Purchase	374.2	36	443.9	25	815.9	35	779.5	23
Total originations	\$ 1,034.2	100 %	\$ 1,793.6	100 %	\$ 2,354.3	100 %	\$ 3,373.6	100 %

During the second quarter of 2018, refinance volume decreased approximately 51% to \$660.0 million as compared to \$1.3 billion in the second quarter of 2017 as a result of rising interest rates in 2017 and continuing through the second quarter of 2018. Despite the 42% decrease in origination volumes during the second quarter of 2018, purchase money transactions only decreased 16% to \$374.2 million as compared to \$443.9 million in the second quarter of 2017.

**Mortgage servicing portfolio**

(in millions)	June 30, 2018	March 31, 2018	% Change	June 30, 2017	% Change
Mortgage servicing portfolio	\$ 16,786.1	\$ 16,751.8	0.2 %	\$ 14,667.9	14 %

The mortgage servicing portfolio remained flat at \$16.8 billion at June 30, 2018 as compared to March 31, 2018 but increased from \$14.7 billion at June 30, 2017. During 2018, we have continued with our strategy of selectively growing the mortgage servicing portfolio although we have also increased whole loan sales on a servicing released basis to investors. During the three months ended June 30, 2018, the mortgage servicing portfolio increased due to servicing

retained loan sales of \$592.8 million in unpaid principal balance (UPB), which were slightly offset by prepayments and principal amortization from the servicing portfolio. The servicing portfolio generated net servicing income of \$9.9 million in the second quarter of 2018, a 27% increase over the net servicing fees of \$7.8 million in the second quarter of 2017. Delinquencies within the servicing portfolio have remained low at 0.81% for 60+ days delinquent as of June 30, 2018 and 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 June 30, 2018	% 60+ days delinquent (1)	At December 31, 2017	% 60+ days delinquent (1)
Fannie Mae	\$ 7,026.2	0.24 %	\$ 7,518.2	0.32 %
Freddie Mac	6,151.3	0.17	5,975.3	0.29
Ginnie Mae	3,606.7	2.76	2,834.7	2.90
Other	1.9	16.67	1.9	16.67
<b>Total servicing portfolio</b>	<b>\$ 16,786.1</b>	<b>0.81 %</b>	<b>\$ 16,330.1</b>	<b>0.81 %</b>

(1) Based on loan count.

At June 30, 2018, our warehouse borrowing capacity was \$985.0 million. 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 \$37.2 million at June 30, 2018 as compared to \$41.8 million at December 31, 2017. The warehouse lending division funding volumes increased to \$184.6 million during the second quarter of 2018 as compared to \$165.7 million for the first quarter of 2018 but decreased from \$251.0 million for the second quarter of 2017.

For the second quarter of 2018, real estate services fees were \$1.0 million as compared to \$1.4 million in the first quarter of 2018 and \$1.5 million in the second 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 \$1.9 million in the second quarter of 2018 as compared to \$1.8 million in the first quarter of 2018 and \$3.1 million in the second quarter of 2017. The estimated fair value of the net residual interests increased \$180 thousand in the second quarter of 2018 to \$15.8 million at June 30, 2018, as a result of 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 six months ended June 30, 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.

In February 2018, IMC (Borrower), amended the Line of Credit Promissory Note (FHLMC and GNMA Financing) originally entered into in August 2017, increasing the maximum borrowing capacity of the revolving line of credit to \$50.0 million and extending the term to January 31, 2019. In May 2018, the Line of Credit was further amended increasing the maximum borrowing capacity of the revolving line of credit to \$60.0 million, increasing the borrowing capacity up to 60% of the fair market value of the pledged mortgage servicing rights and reducing the interest rate per annum to one-month

LIBOR plus 3.0%. As part of the May 2018 amendment, the obligations under the Line of Credit are secured by FHLMC and GNMA pledged mortgage servicing rights (subject to an acknowledge agreement) and is guaranteed by Integrated Real Estate Services, Corp. At June 30, 2018, \$32.5 million was outstanding under the FHLMC and GNMA Financing and was secured by \$67.8 million of mortgage servicing rights.

In February 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 (Fannie Mae Financing). The Borrower is 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 June 30, 2018, \$29.5 million was outstanding under the Fannie Mae Financing and was secured by \$71.7 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 MSR associated with these loans. Some investors have raised concerns about the high prepayment speeds of our loans generated through our CCM channel 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. During the fourth quarter of 2017, Fannie Mae sufficiently limited the manner and volume for our deliveries of eligible loans such that we elected to cease deliveries to them and we expanded our whole loan investor base for these loans. During the first two quarters of 2018, we completed servicing released loan sales to these whole loan investors and expect to continue to utilize these alternative exit strategies for Fannie Mae eligible loans. We continue to take steps to manage our prepayment speeds to be more consistent with our industry comparables and to reestablish the full confidence and delivery mechanisms to our investor base. We remain an approved Seller and Servicer with Fannie Mae and Freddie Mac.

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 June 30, 2018 compared to December 31, 2017

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

	June 30, 2018	December 31, 2017	Increase (Decrease)	% Change
<b>ASSETS</b>				
Cash	\$ 32,960	\$ 33,223	\$ (263)	(1) %
Restricted cash	4,606	5,876	(1,270)	(22)
Mortgage loans held-for-sale	481,291	568,781	(87,490)	(15)
Finance receivables	37,215	41,777	(4,562)	(11)
Mortgage servicing rights	180,733	154,405	26,328	17
Securitized mortgage trust assets	3,409,477	3,670,550	(261,073)	(7)
Goodwill	29,925	104,587	(74,662)	(71)
Intangibles, net	6,033	21,582	(15,549)	(72)
Loans eligible for repurchase from Ginnie Mae	60,488	47,697	12,791	27
Other assets	23,494	33,222	(9,728)	(29)
<b>Total assets</b>	<b>\$ 4,266,222</b>	<b>\$ 4,681,700</b>	<b>\$ (415,478)</b>	<b>(9) %</b>
<b>LIABILITIES &amp; EQUITY</b>				
Warehouse borrowings	\$ 482,546	\$ 575,363	\$ (92,817)	(16) %
MSR financings	62,000	35,133	26,867	76
Convertible notes	24,979	24,974	5	0
Contingent consideration	—	554	(554)	(100)
Long-term debt (Par value; \$62,000)	45,787	44,982	805	2
Securitized mortgage trust liabilities	3,393,721	3,653,265	(259,544)	(7)
Liability for loans eligible for repurchase from Ginnie Mae	60,488	47,697	12,791	27
Repurchase reserve	6,195	6,020	175	3
Other liabilities	27,757	28,565	(808)	(3)
<b>Total liabilities</b>	<b>4,103,473</b>	<b>4,416,553</b>	<b>(313,080)</b>	<b>(7)</b>
<b>Total equity</b>	<b>162,749</b>	<b>265,147</b>	<b>(102,398)</b>	<b>(39)</b>
<b>Total liabilities and stockholders' equity</b>	<b>\$ 4,266,222</b>	<b>\$ 4,681,700</b>	<b>\$ (415,478)</b>	<b>(9) %</b>
<b>Book value per share</b>	<b>\$ 7.74</b>	<b>12.66</b>	<b>\$ (4.92)</b>	<b>(39) %</b>
<b>Tangible Book value per share</b>	<b>\$ 6.03</b>	<b>6.43</b>	<b>\$ (0.40)</b>	<b>(6) %</b>

At June 30, 2018, cash decreased \$0.3 million from \$33.2 million at December 31, 2017. Cash balances decreased primarily due to the payment of operating expenses, \$765 thousand 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 payment to CashCall Inc. based upon CCM earnings for the fourth quarter of 2017. Partially offsetting the decrease in cash was \$26.9 million in net borrowings under the MSR financing facilities and \$3.6 million in residual cash flows.

LHFS decreased \$87.5 million to \$481.3 million at June 30, 2018 as compared to \$568.8 million at December 31, 2017. The decrease was due to \$2.4 billion in originations during the first six months of 2018 partially offset by \$2.4 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 \$4.6 million to \$37.2 million at June 30, 2018 as compared to \$41.8 million at December 31, 2017. The decrease was primarily due to \$350.0 million in fundings offset by \$354.8 million in settlements during the six months ended June 30, 2018.

MSRs increased \$26.3 million to \$180.7 million at June 30, 2018 as compared to \$154.4 million at December 31, 2017. The increase was due to servicing retained loan sales of \$1.6 billion in UPB as well as a mark-to-market increase in fair value of \$9.6 million. At June 30, 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, we performed goodwill impairment evaluations for this reporting unit and determined that there was no impairment. As previously disclosed in our quarterly and annual reports, CCM has continued to experience declines in mortgage refinancing originations and margin compression, primarily a result of sustained increases in market interest rates from a historically low interest rate environment. In addition, the business model of CCM has led to additional margin compression through adverse demand from investors, as a result of the borrowers propensity to refinance.

The CCM brand has also experienced a material loss in value resulting from 1) the aforementioned adverse treatment from capital market participants for loans produced by the reporting unit, 2) consumer uncertainty due to the use of a similar brand name by an unaffiliated financial services company and 3) substantial deterioration in brand awareness. In light of these developments, a significant reduction in the anticipated future cash flows and estimated fair value for this reporting unit has occurred. The Company has shifted the consumer direct strategy and long-term business plans for CCM due to changing conditions. Using this updated information, we performed an impairment test to evaluate the CCM goodwill and intangible assets for impairment. The Company compared the fair value of its net assets, using three methodologies (two income approaches and one market approach), to the carrying value and determined that its goodwill was impaired. As a result, we recorded an impairment charge of \$74.7 million related to goodwill and \$13.4 million related to intangible assets during the quarter ended June 30, 2018. If actual results continue to deteriorate, 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 further impairment of goodwill will be recorded.

Despite this shift in strategy, the consumer direct channel will remain an integral component of the Company's balanced channel distribution capabilities going forward. "See Note 4.-Goodwill and Intangible Assets of the "Notes to Consolidated Financial Statements" for additional information.

Warehouse borrowings decreased \$92.8 million to \$482.5 million at June 30, 2018 as compared to \$575.4 million at December 31, 2017. The decrease was due to a decrease in LHFS at June 30, 2018. We increased our total borrowing capacity to \$985.0 million from \$960.0 million at December 31, 2017.

We have separate Agreements with two lenders providing for MSR financing facilities of up to \$60.0 million and \$40.0 million. The \$60.0 million facility allows us to borrow up to 60% of the fair market value of Freddie Mac and Ginnie Mae (subject to an acknowledgment agreement) 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 June 30, 2018, the balance outstanding on the Freddie Mac/Ginnie Mae and Fannie Mae facilities was \$32.5 million and \$29.5 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.

	June 30, 2018	December 31, 2017	Increase (Decrease)	% Change
Securitized mortgage collateral	\$ 3,401,037	\$ 3,662,008	\$ (260,971)	(7) %
Other trust assets	8,440	8,542	(102)	(1)
Total trust assets	3,409,477	3,670,550	(261,073)	(7)
Securitized mortgage borrowings	\$ 3,393,721	\$ 3,653,265	\$ (259,544)	(7) %
Total trust liabilities	3,393,721	3,653,265	(259,544)	(7)
<b>Residual interests in securitizations</b>	<b>\$ 15,756</b>	<b>\$ 17,285</b>	<b>\$ (1,529)</b>	<b>(9) %</b>

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 \$15.8 million at June 30, 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 six months ended June 30, 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 June 30, 2018 was the result of an increase in forward LIBOR as well as residual cash flows received during the first six months of 2018.

- The estimated fair value of securitized mortgage collateral decreased \$261.0 million during the six months ended June 30, 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 decreased \$0.1 million during the six months ended June 30, 2018, primarily due to a decrease of \$5.8 million in REO from liquidations and a \$1.6 million decrease in the net realizable value (NRV) of REO. Partially offsetting the decrease was an increase in REO from foreclosures of \$5.7 million.
- The estimated fair value of securitized mortgage borrowings decreased \$259.5 million during the six months ended June 30, 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 six months ended June 30, 2018:

	Level 3 Recurring Fair Value Measurement			TRUST LIABILITIES	
	Securitized mortgage collateral	NRV (1) Real estate owned	Total trust assets	Level 3 Recurring Fair Value Measurement	
				Securitized mortgage borrowings	Net trust assets
<b>Recorded book value at December 31, 2017</b>	\$ 3,662,008	\$ 8,542	\$ 3,670,550	\$ (3,653,265)	\$ 17,285
Total gains/(losses) included in earnings:					
Interest income	16,974	—	16,974	—	16,974
Interest expense	—	—	—	(37,197)	(37,197)
Change in FV of net trust assets, excluding REO (2)	(20,069)	—	(20,069)	17,545	(2,524)
Gains from REO – not at FV but at NRV (2)	—	603	603	—	603
<b>Total gains (losses) included in earnings</b>	<b>(3,095)</b>	<b>603</b>	<b>(2,492)</b>	<b>(19,652)</b>	<b>(22,144)</b>
Transfers in and/or out of level 3	—	—	—	—	—
Purchases, issuances and settlements	(257,876)	(705)	(258,581)	279,196	20,615
<b>Recorded book value at June 30, 2018</b>	<b>\$ 3,401,037</b>	<b>\$ 8,440</b>	<b>\$ 3,409,477</b>	<b>\$ (3,393,721)</b>	<b>\$ 15,756</b>

(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 six months ended June 30, 2018.

Inclusive of gains from REO, total trust assets above reflect a net loss of \$19.5 million for the six months ended June 30, 2018 as a result of a decrease in fair value from securitized mortgage collateral of \$20.1 million partially offset by gains from REO of \$603 thousand. Net gains on trust liabilities were \$17.5 million from the decrease in fair value of securitized mortgage borrowings. As a result, non-interest income—net trust assets totaled a decrease of \$1.9 million for the six months ended June 30, 2018.

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

	June 30, 2018	December 31, 2017
<b>Net trust assets</b>	\$ 15,756	\$ 17,285
<b>Total trust assets</b>	3,409,477	3,670,550
<b>Net trust assets as a percentage of total trust assets</b>	0.46 %	0.47 %

For the six months ended June 30, 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 residual cash flows 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 June 30, 2018 and December 31, 2017:

Origination Year	Estimated Fair Value of Residual Interests by Vintage Year at June 30, 2018			Estimated Fair Value of Residual Interests by Vintage Year at December 31, 2017		
	SF	MF	Total	SF	MF	Total
2002-2003 (1)	\$ 8,900	\$ 655	\$ 9,555	\$ 8,311	\$ 663	\$ 8,974
2004	2,067	982	3,049	2,041	970	3,011
2005	—	—	—	54	85	139
2006	—	3,152	3,152	—	5,161	5,161
<b>Total</b>	<b>\$ 10,967</b>	<b>\$ 4,789</b>	<b>\$ 15,756</b>	<b>\$ 10,406</b>	<b>\$ 6,879</b>	<b>\$ 17,285</b>
Weighted avg. prepayment rate	7.3 %	8.2 %	7.3 %	8.0 %	7.2 %	7.9 %
Weighted avg. discount rate	16.9	17.3	17.0	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 June 30, 2018:

	Estimated Future Losses (1)		Investor Yield Requirement (2)	
	SF	MF	SF	MF
2002-2003	5 %	* (3)	6 %	8 %
2004	5	* (3)	5	5
2005	10	* (3)	5	4
2006	14	1	4	4
2007	9	* (3)	6	4

(1) Estimated future losses derived by dividing future projected losses by UPB at June 30, 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 June 30, 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 \$617.3 million or 15.5% of the long-term mortgage portfolio as of June 30, 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	June 30, 2018	Total Collateral	December 31, 2017	Total Collateral
60 - 89 days delinquent	\$ 92,492	2.3 %	\$ 112,188	2.6 %
90 or more days delinquent	217,255	5.4	336,525	7.8
Foreclosures (1)	189,112	4.7	174,871	4.1
Delinquent bankruptcies (2)	118,422	3.0	198,212	4.6
Total 60 or more days delinquent	\$ 617,281	15.5 %	\$ 821,796	19.1 %
Total collateral	\$ 3,992,027	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):

	June 30, 2018	Total Collateral %	December 31, 2017	Total Collateral %
90 or more days delinquent, foreclosures and delinquent bankruptcies	\$ 524,789	13.1 %	\$ 709,608	16.5 %
Real estate owned	8,440	0.2	8,542	0.2
Total non-performing assets	\$ 533,229	13.3 %	\$ 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 June 30, 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 13.3%. At December 31, 2017, non-performing assets to total collateral was 16.7%. Non-performing assets decreased by approximately \$184.9 million at June 30, 2018 as compared to December 31, 2017. At June 30, 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 \$186.5 million or 4.4% 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 and six months ended June 30, 2018 and 2017, we recorded a decrease of \$1.6 million and an increase of \$603 thousand in net realizable value of REO, respectively, compared to an increase of \$4.2 million and \$5.8 million for the comparable 2017 periods. Increases and write-downs of the net realizable value reflect increases or declines in value of the REO subsequent to foreclosure date, but prior to the date of sale.

The following table presents the balances of REO:

	<u>June 30,</u> <u>2018</u>	<u>December 31,</u> <u>2017</u>
REO	\$ 14,814	\$ 15,519
Impairment (1)	(6,374)	(6,977)
Total	<u>\$ 8,440</u>	<u>\$ 8,542</u>

(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 June 30, 2018 compared to the Three Months Ended June 30, 2017

	For the Three Months Ended June 30,			
	2018	2017	Increase (Decrease)	% Change
Revenues	\$ 29,923	\$ 39,633	\$ (9,710)	(24) %
Expenses (1)	(124,636)	(33,721)	(90,915)	(270)
Net interest income	546	1,098	(552)	(50)
Loss on extinguishment of debt	—	(1,265)	1,265	100
Change in fair value of long-term debt	258	(265)	523	197
Change in fair value of net trust assets, including trust REO gains (losses)	217	2,005	(1,788)	(89)
Income tax expense	(3,706)	(1,045)	(2,661)	(255)
Net (loss) earnings	\$ (97,398)	\$ 6,440	\$ (103,838)	(1612) %
(Loss) earnings per share available to common stockholders—basic	\$ (4.65)	\$ 0.33	\$ (4.97)	(1528) %
(Loss) earnings per share available to common stockholders—diluted	\$ (4.65)	\$ 0.32	\$ (4.97)	(1536) %

(1) Includes changes in contingent consideration liability resulting in income of \$6.8 million for the three months ended June 30, 2017.

For the Six Months Ended June 30, 2018 compared to the Six Months Ended June 30, 2017

	For the Six Months Ended June 30,			
	2018	2017	Increase (Decrease)	% Change
Revenues	\$ 70,049	\$ 84,975	\$ (14,926)	(18) %
Expenses (1)	(160,385)	(78,278)	(82,107)	(105)
Net interest income (expense)	1,567	1,543	24	2
Loss on extinguishment of debt	—	(1,265)	1,265	100
Change in fair value of long-term debt	1,481	(2,761)	4,242	154
Change in fair value of net trust assets, including trust REO gains (losses)	(1,921)	8,324	(10,245)	(123)
Income tax expense	(4,316)	(1,471)	(2,845)	(193)
Net (loss) earnings	\$ (93,525)	\$ 11,067	\$ (104,592)	(945) %
(Loss) earnings per share available to common stockholders—basic	\$ (4.46)	\$ 0.62	\$ (5.08)	(822) %
(Loss) earnings per share available to common stockholders—diluted	\$ (4.46)	\$ 0.62	\$ (5.08)	(824) %

(1) Includes changes in contingent consideration liability resulting in income of \$6.3 million for the six months ended June 30, 2017.

### Revenues

	For the Three Months Ended June 30,			
	2018	2017	Increase (Decrease)	% Change
Gain on sale of loans, net	\$ 18,741	\$ 36,806	\$ (18,065)	(49) %
Servicing fees, net	9,861	7,764	2,097	27
Gain (loss) on mortgage servicing rights, net	167	(6,669)	6,836	103
Real estate services fees, net	1,038	1,504	(466)	(31)
Other revenues	116	228	(112)	(49)
Total revenues	\$ 29,923	\$ 39,633	\$ (9,710)	(24) %

*Gain on sale of loans, net.* For the three months ended June 30, 2018, gain on sale of loans, net totaled \$18.7 million compared to \$36.8 million in the comparable 2017 period. The \$18.1 million decrease is primarily due to a \$20.6 million decrease in premiums from the sale of mortgage loans, a \$6.5 million decrease in premiums from servicing retained loan sales, a \$4.8 million increase in mark-to-market losses on LHFS and a \$1.1 million increase in provision for



repurchases. Partially offsetting the decrease in gain on sale of loans, net was a \$9.5 million decrease in direct loan origination expenses and a \$5.5 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 42% decrease in volume as well as a decrease in gain on sale margins. For the three months ended June 30, 2018, we originated and sold \$1.0 billion and \$1.2 billion of loans, respectively, as compared to \$1.8 billion and \$1.6 billion of loans originated and sold, respectively, during the same period in 2017. Margins decreased to approximately 181 bps for the three months ended June 30, 2018 as compared to 205 bps for the same period in 2017. The primary drivers of margin compression were the increase in interest rates as compared to the second quarter of 2017 and an increase in direct origination expenses as a result of an increase in competition for volume as well as margin compression as a result of adverse demand from investors for CCM originations.

*Servicing fees, net.* For the three months ended June 30, 2018, servicing fees, net were \$9.9 million compared to \$7.8 million in the comparable 2017 period. The increase in servicing fees, net was the result of the servicing portfolio increasing 20% to an average balance of \$16.8 billion for the three months ended June 30, 2018 as compared to an average balance of \$14.0 billion for the three months ended June 30, 2017. The increase in the average balance of the servicing portfolio was part of our continued efforts during the past year to retain servicing. During the three months ended June 30, 2018, we had \$592.8 million in servicing retained loan sales.

*Gain (loss) on mortgage servicing rights, net.*

	<b>For the Three Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Realized and unrealized (losses) gains from hedging instruments	\$ (226)	\$ 739	\$ (965)	(131) %
Gain on sale of mortgage servicing rights	—	331	(331)	(100)
Changes in fair value:				
Due to changes in valuation market rates, inputs or assumptions	7,580	(1,329)	8,909	670
Other changes in fair value:				
Scheduled principal prepayments	(2,849)	(1,897)	(952)	(50)
Voluntary prepayments	(4,338)	(4,513)	175	4
Total changes in fair value	\$ 393	\$ (7,739)	\$ 8,132	105 %
Gain (loss) on mortgage servicing rights, net	<u>\$ 167</u>	<u>\$ (6,669)</u>	<u>\$ 6,836</u>	103 %

For the three months ended June 30, 2018, gain (loss) on MSR, net was a gain of \$167 thousand compared to a loss of \$6.7 million in the comparable 2017 period. For the three months ended June 30, 2018, we recorded a \$393 thousand gain from a change in fair value of MSR 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 \$226 thousand in realized and unrealized losses from hedging instruments related to MSR.

*Real estate services fees, net.* For the three months ended June 30, 2018, real estate services fees, net were \$1.0 million compared to \$1.5 million in the comparable 2017 period. The \$466 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.

	<b>For the Six Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Gain on sale of loans, net	\$ 40,223	\$ 74,126	\$ (33,903)	(46) %
Servicing fees, net	19,324	15,083	4,241	28
Gain (loss) on mortgage servicing rights, net	7,872	(7,646)	15,518	203
Real estate services fees, net	2,423	3,137	(714)	(23)
Other revenues	207	275	(68)	(25)
Total revenues	<u>\$ 70,049</u>	<u>\$ 84,975</u>	<u>\$ (14,926)</u>	<u>(18) %</u>

*Gain on sale of loans, net.* For the six months ended June 30, 2018, gain on sale of loans, net totaled \$40.2 million compared to \$74.1 million in the comparable 2017 period. The \$33.9 million decrease is primarily due to a \$29.5 million decrease in premiums from the sale of mortgage loans, an \$8.1 million decrease in premiums from servicing retained loan sales, a \$14.9 million increase in mark-to-market losses on LHFS and a \$3.2 million increase in provision for repurchases. Partially offsetting the decrease in gain on sale of loans, net was a \$6.4 million decrease in direct loan origination expenses and a \$15.4 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 30% decrease in volume as well as a decrease in gain on sale margins. For the six months ended June 30, 2018, we originated and sold \$2.4 billion of loans as compared to \$3.4 billion and \$3.2 billion of loans originated and sold, respectively, during the same period in 2017. Margins decreased to approximately 171 bps for the six months ended June 30, 2018 as compared to 220 bps for the same period in 2017. The primary drivers of margin compression were the increase in interest rates since the end of the second quarter of 2017 and an increase in direct origination expenses as a result of an increase in competition for volume as well as margin compression as a result of adverse demand from investors for CCM originations.

*Servicing fees, net.* For the six months ended June 30, 2018, servicing fees, net were \$19.3 million compared to \$15.1 million in the comparable 2017 period. The increase in servicing fees, net was the result of the servicing portfolio increasing 24% to an average balance of \$16.7 billion for the six months ended June 30, 2018 as compared to an average balance of \$13.5 billion for the six months ended June 30, 2017. The increase in the average balance of the servicing portfolio was part of our continued efforts during the past year to retain servicing. During the six months ended June 30, 2018 we had \$1.6 billion in servicing retained loan sales.

*Gain (loss) on mortgage servicing rights, net.*

	<b>For the Six Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Realized and unrealized (losses) gains from hedging instruments	\$ (1,700)	\$ 1,297	\$ (2,997)	(231)%
Loss on sale of mortgage servicing rights	—	(82)	82	100
Changes in fair value:				
Due to changes in valuation market rates, inputs or assumptions	23,779	1,779	22,000	1237
Other changes in fair value:				
Scheduled principal prepayments	(5,958)	(3,602)	(2,356)	(65)
Voluntary prepayments	(8,249)	(7,038)	(1,211)	(17)
Total changes in fair value	<u>\$ 9,572</u>	<u>\$ (8,861)</u>	<u>\$ 18,433</u>	<u>208 %</u>
Gain (loss) on mortgage servicing rights, net	<u>\$ 7,872</u>	<u>\$ (7,646)</u>	<u>\$ 15,518</u>	<u>203 %</u>

For the six months ended June 30, 2018, gain (loss) on MSRs, net was a gain of \$7.9 million compared to a loss of \$7.7 million in the comparable 2017 period. For the six months ended June 30, 2018, we recorded a \$9.6 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 \$1.7 million in realized and unrealized losses from hedging instruments related to MSRs.

*Real estate services fees, net.* For the six months ended June 30, 2018, real estate services fees, net were \$2.4 million compared to \$3.1 million in the comparable 2017 period. The \$714 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 June 30,			
	2018	2017	Increase (Decrease)	% Change
Personnel expense	\$ 16,678	\$ 21,373	\$ (4,695)	(22)%
Business promotion	9,000	10,110	(1,110)	(11)
General, administrative and other	10,846	8,324	2,522	30
Intangible asset impairment	13,450	—	13,450	n/a
Goodwill impairment	74,662	—	74,662	n/a
Accretion of contingent consideration	—	707	(707)	(100)
Change in fair value of contingent consideration	—	(6,793)	6,793	100
Total expenses	<u>\$ 124,636</u>	<u>\$ 33,721</u>	<u>\$ 90,915</u>	270 %

Total expenses were \$124.6 million for the three months ended June 30, 2018, compared to \$33.7 million for the comparable period of 2017. Personnel expense decreased \$4.7 million to \$16.7 million for the three months ended June 30, 2018. The decrease is primarily related to staff reductions in the first and second quarters 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 second quarter of 2018, average headcount decreased 21% for the second quarter of 2018 as compared to the same period in 2017.

Business promotion decreased 1.1 million to \$9.0 million for the three months ended June 30, 2018. During the second quarter of 2018, business promotion decreased as we have begun to shift the consumer direct marketing strategy to a digital medium which allows for a more cost effective approach, increasing the ability to be more price and product competitive to more specific target geographies.

General, administrative and other expenses increased to \$10.8 million for the three months ended June 30, 2018, compared to \$8.3 million for the same period in 2017. The increase was primarily related to a \$3.0 million increase in legal and professional fees associated with defending litigation matters as well as a \$210 thousand increase in data processing and a \$115 thousand increase in occupancy expense. Partially offsetting the increase was a \$571 thousand decrease in other general and administrative expenses and a \$186 thousand decrease in premises and equipment expense.

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. As previously disclosed in our quarterly and annual reports, CCM has continued to experience declines in mortgage refinancing originations and margin compression, primarily a result of sustained increases in market interest rates from a historically low interest rate environment. In addition, the business model of CCM has led to additional margin compression through adverse demand from investors, as a result of the borrowers propensity to refinance. The CCM brand has also experienced a material loss in value resulting from 1) the aforementioned adverse treatment from capital market participants for loans produced by the reporting unit, 2) consumer uncertainty due to the use of a similar brand name by an unaffiliated financial services company and 3) substantial deterioration in brand awareness. In light of these developments, a significant reduction in the anticipated future cash flows and estimated fair value for this reporting unit

has occurred. The Company has shifted the consumer direct strategy and long-term business plans for CCM due to changing conditions. As a result, we recorded an impairment charge of \$74.7 million related to goodwill and \$13.4 million related to intangible assets during the quarter ended June 30, 2018. We continue to record goodwill of \$29.9 million, and intangible assets, net of \$6.0 million. Goodwill and intangible assets are evaluated on a quarterly basis for impairment while the intangible assets are amortized over the useful lives of the various intangible assets. See Note 4.-Goodwill and Intangible Assets of the “Notes to Consolidated Financial Statements” for additional information.

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.

	<b>For the Six Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Personnel expense	\$ 34,421	\$ 46,291	\$ (11,870)	(26)%
Business promotion	18,730	20,341	(1,611)	(8)
General, administrative and other	19,122	16,348	2,774	17
Intangible asset impairment	13,450	—	13,450	n/a
Goodwill impairment	74,662	—	74,662	n/a
Accretion of contingent consideration	—	1,552	(1,552)	(100)
Change in fair value of contingent consideration	—	(6,254)	6,254	100
Total expenses	<u>\$ 160,385</u>	<u>\$ 78,278</u>	<u>\$ 82,107</u>	105 %

Total expenses were \$160.4 million for the six months ended June 30, 2018, compared to \$78.3 million for the comparable period of 2017. Personnel expense decreased \$11.9 million to \$34.4 million for the six months ended June 30, 2018. The decrease is primarily related to staff reduction in the first and second quarters 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 six months ended June 30, 2018 as compared to the same period in 2017.

Business promotion decreased \$1.6 million to \$18.7 million for the six months ended June 30, 2018. During the first six months of 2018, business promotion decreased as we have begun to shift the consumer direct marketing strategy to a digital medium which allows for a more cost effective approach, increasing the ability to be more price and product competitive to more specific target geographies.

General, administrative and other expenses increased to \$19.1 million for the six months ended June 30, 2018, compared to \$16.3 million for the same period in 2017. The increase was primarily related to a \$3.6 million increase in legal and professional fees associated with defending litigation matters as well as a \$228 thousand increase in data processing. Partially offsetting the increase was an \$687 thousand decrease in other general and administrative expenses and a \$319 thousand decrease in premises and equipment expense.

As previously discussed, we recorded an impairment charge of \$74.7 million related to goodwill and \$13.4 million related to intangible assets during the six months ended June 30, 2018. We continue to record goodwill of \$29.9 million, and intangible assets, net of \$6.0 million. Goodwill and intangible assets are evaluated on a quarterly basis for impairment while the intangible assets are amortized over the useful lives of the various intangible assets. See Note 4.-Goodwill and Intangible Assets of the “Notes to Consolidated Financial Statements” for additional information.

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.

*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 June 30,					
	2018			2017		
	Average Balance	Interest	Yield	Average Balance	Interest	Yield
<b>ASSETS</b>						
Securitized mortgage collateral	\$3,457,469	\$ 42,487	4.92 %	\$3,839,760	\$ 55,733	5.81 %
Mortgage loans held-for-sale	460,410	6,136	5.33	355,435	4,258	4.79
Finance receivables	26,288	417	6.35	35,809	521	5.82
Other	34,170	24	0.28	40,552	61	0.60
Total interest-earning assets	<u>\$3,978,337</u>	<u>\$ 49,064</u>	4.93 %	<u>\$4,271,556</u>	<u>\$ 60,573</u>	5.67 %
<b>LIABILITIES</b>						
Securitized mortgage borrowings	\$3,451,099	\$ 40,652	4.71	\$3,830,003	\$ 53,675	5.61 %
Warehouse borrowings (1)	470,841	5,478	4.65	381,169	3,968	4.16
MSR financing facilities	52,577	776	5.90	17,276	240	5.56
Long-term debt	45,562	1,133	9.95	47,290	1,115	9.43
Convertible notes	24,969	471	7.55	24,968	471	7.55
Other	197	8	16.24	463	6	5.18
Total interest-bearing liabilities	<u>\$4,045,245</u>	<u>\$ 48,518</u>	4.80 %	<u>\$4,301,169</u>	<u>\$ 59,475</u>	5.53 %
<b>Net Interest Spread (2)</b>		\$ 546	0.13 %		\$ 1,098	0.14 %
<b>Net Interest Margin (3)</b>			0.05 %			0.10 %

- (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 decreased \$552 thousand for the three months ended June 30, 2018 primarily attributable to an increase in interest expense as a result of an increase in the average outstanding balance of the MSR financing facility during the period as well as a decrease in the net interest spread on the securitized mortgage collateral and securitized mortgage 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 decrease in net spread was an increase in the net interest spread between loans held-for-sale and finance receivables and their related warehouse borrowings. As a result, the net interest margin decreased to 0.05% for the three months ended June 30, 2018 from 0.10% for the three months ended June 30, 2017.

During the quarter ended June 30, 2018, the yield on interest-earning assets decreased to 4.93% from 5.67% in the comparable 2017 period. The yield on interest-bearing liabilities decreased to 4.80% for the three months ended June 30, 2018 from 5.53% 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.

	For the Six Months Ended June 30,					
	2018			2017		
	Average Balance	Interest	Yield	Average Balance	Interest	Yield
<b>ASSETS</b>						
Securitized mortgage collateral	\$3,525,649	\$ 85,624	4.86 %	\$3,900,470	\$ 113,654	5.83 %
Mortgage loans held-for-sale	513,253	12,753	4.97	319,375	7,457	4.67
Finance receivables	24,694	800	6.48	32,160	950	5.91
Other	32,890	38	0.23	38,756	96	0.50
Total interest-earning assets	<u>\$4,096,486</u>	<u>\$ 99,215</u>	4.84 %	<u>\$4,290,761</u>	<u>\$ 122,157</u>	5.69 %
<b>LIABILITIES</b>						
Securitized mortgage borrowings	\$3,518,488	\$ 81,610	4.64 %	\$3,892,597	\$ 109,486	5.63 %
Warehouse borrowings (1)	524,105	11,603	4.43	343,102	6,948	4.05
MSR financing facilities	43,363	1,273	5.87	18,391	482	5.24
Long-term debt	45,368	2,202	9.71	47,262	2,334	9.88
Convertible notes	24,967	943	7.55	24,967	942	7.55
Term financing	—	—	—	5,781	408	14.12
Other	221	17	15.38	516	14	5.43
Total interest-bearing liabilities	<u>\$4,156,512</u>	<u>\$ 97,648</u>	4.70 %	<u>\$4,332,616</u>	<u>\$ 120,614</u>	5.57 %
<b>Net Interest Spread (2)</b>		<u>\$ 1,567</u>	0.14 %		<u>\$ 1,543</u>	0.12 %
<b>Net Interest Margin (3)</b>			0.08 %			0.07 %

- (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 \$24 thousand for the six months ended June 30, 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 an increase in the average outstanding balance of the MSR financing facility during the period as well as a decrease in the net interest spread on the securitized mortgage collateral and securitized mortgage borrowings. As a result, the net interest margin increased to 0.08% for the six months ended June 30, 2018 from 0.07% for the six months ended June 30, 2017.

During the six months ended June 30, 2018, the yield on interest-earning assets decreased to 4.84% from 5.69% in the comparable 2017 period. The yield on interest-bearing liabilities decreased to 4.70% for the six months ended June 30, 2018 from 5.57% 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.

*Loss on extinguishment of debt.*

In May 2017, we exchanged 412,264 shares of common stock for the remaining trust preferred securities which had an aggregate liquidation amount of \$8.5 million. The value of the shares on the issuance date exceeded the carrying value of debt by \$1.3 million. As a result, we recorded a \$1.3 million loss on extinguishment of debt during the three and six months ended June 30, 2017.

*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 three months ended June 30, 2018, the fair value of the long-term debt increased by \$268 thousand. The \$268 thousand change was the result of a \$526 thousand change in the instrument specific credit risk partially offset by a \$258 thousand change in the market risk during the quarter. During the six months ended June 30, 2018, the fair value of the long-term debt increased by \$484 thousand. The \$484 thousand change was the result of a \$2.0 million change in the instrument specific credit risk partially offset by a \$1.5 million change in the market risk during the six months ended June 30, 2018.

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

	<b>For the Three Months Ended June 30,</b>		<b>For the Six Months Ended June 30,</b>	
	<b>2018</b>	<b>2017</b>	<b>2018</b>	<b>2017</b>
Change in fair value of net trust assets, excluding REO	\$ 1,807	\$ (2,213)	\$ (2,524)	\$ 2,573
Gains from REO	(1,590)	4,218	603	5,751
Change in fair value of net trust assets, including trust gains	<u>\$ 217</u>	<u>\$ 2,005</u>	<u>\$ (1,921)</u>	<u>\$ 8,324</u>

The change in fair value related to our net trust assets (residual interests in securitizations) was a gain of \$0.2 million for the three months ended June 30, 2018. The change in fair value of net trust assets, excluding REO was due to \$1.8 million in gains from changes in fair value of securitized mortgage borrowings and securitized mortgage collateral primarily associated recoveries on a certain later vintage multifamily trust with improved performance partially offset by an increase in LIBOR. Additionally, the NRV of REO decreased \$1.6 million during the period attributed to higher 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 loss of \$1.9 million for the six months ended June 30, 2018. The change in fair value of net trust assets, including REO was due to \$2.5 million in losses from changes in fair value of securitized mortgage borrowings and securitized mortgage collateral primarily associated with an increase in LIBOR as well as loss assumptions, partially offset by updated assumptions on certain trusts with improved performance. Additionally, the NRV of REO increased \$603 thousand 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 \$3.7 million and \$4.3 million for the three and six months ended June 30, 2018, respectively. Tax expense for the three and six months ended June 30, 2018 is primarily the result of an increase in the valuation allowance eliminating the net deferred tax asset, state income taxes from states where the Company does not have net operating loss carryforwards or state minimum taxes, including AMT. For the three and six months ended June 30, 2017, we recorded income tax expense of \$1.0 million and \$1.5 million, respectively, 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 June 30,			
	2018	2017	Increase (Decrease)	% Change
Gain on sale of loans, net	\$ 18,741	\$ 36,806	\$ (18,065)	(49)%
Servicing fees, net	9,861	7,764	2,097	27
Gain (loss) on mortgage servicing rights, net	167	(6,669)	6,836	103
Other	—	5	(5)	(100)
Total revenues	<u>28,769</u>	<u>37,906</u>	<u>(9,137)</u>	<u>(24)</u>
Other income	305	582	(277)	(48)
Personnel expense	(15,036)	(19,999)	4,963	25
Business promotion	(8,984)	(10,081)	1,097	11
General, administrative and other	(4,965)	(5,150)	185	4
Intangible asset impairment	(13,450)	—	(13,450)	n/a
Goodwill impairment	(74,662)	—	(74,662)	n/a
Accretion of contingent consideration	—	(707)	707	100
Change in fair value of contingent consideration	—	6,793	(6,793)	(100)
(Loss) earnings before income taxes	<u>\$ (88,023)</u>	<u>\$ 9,344</u>	<u>\$ (97,367)</u>	<u>(1042)%</u>



For the three months ended June 30, 2018, gain on sale of loans, net totaled \$18.7 million compared to \$36.8 million in the comparable 2017 period. The \$18.1 million decrease is primarily due to a \$20.6 million decrease in premiums from the sale of mortgage loans, a \$6.5 million decrease in premiums from servicing retained loan sales, a \$4.8 million increase in mark-to-market losses on LHFS and a \$1.1 million increase in provision for repurchases. Partially offsetting the decrease in gain on sale of loans, net was a \$9.5 million decrease in direct loan origination expenses and a \$5.5 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 42% decrease in volume as well as a decrease in gain on sale margins. For the three months ended June 30, 2018, we originated and sold \$1.0 billion and \$1.2 billion of loans, respectively, as compared to \$1.8 billion and \$1.6 billion of loans originated and sold, respectively, during the same period in 2017. Margins decreased to approximately 181 bps for the three months ended June 30, 2018 as compared to 205 bps for the same period in 2017. The primary drivers of margin compression were the increase in interest rates as compared to the second quarter of 2017 and an increase in direct origination expenses as a result of an increase in competition for volume as well as margin compression as a result of adverse demand from investors for CCM originations.

For the three months ended June 30, 2018, servicing fees, net were \$9.9 million compared to \$7.8 million in the comparable 2017 period. The increase in servicing fees, net was the result of the servicing portfolio increasing 20% to an average balance of \$16.8 billion for the three months ended June 30, 2018 as compared to an average balance of \$14.0 billion for the three months ended June 30, 2017. The increase in the average balance of the servicing portfolio was part of our continued efforts during the past year to retain servicing. During the three months ended June 30, 2018, we had \$592.8 million in servicing retained loan sales.

For the three months ended June 30, 2018, gain (loss) on MSR, net was a gain of \$167 thousand compared to a loss of \$6.7 million in the comparable 2017 period. For the three months ended June 30, 2018, we recorded a \$393 thousand 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 \$226 thousand in realized and unrealized losses from hedging instruments related to MSRs.

For the three months ended June 30, 2018, other income decreased to \$305 thousand as compared to \$582 thousand in the comparable 2017 period. The \$277 thousand decrease in other income was due to a \$536 thousand increase in interest expense related to a 204% increase in the average outstanding balance of the MSR financing facilities in the second quarter of 2018 as compared to 2017. Partially offsetting the decrease was a \$264 thousand increase in net interest spread between loans held-for-sale, finance receivables and their related warehouse borrowing expense.

Personnel expense was \$15.0 million for the three months ended June 30, 2018, compared to \$20.0 million for the comparable period of 2017. The \$5.0 million decrease is primarily related to staff reduction in the first and second quarters 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 and second quarters of 2018, average headcount in the mortgage lending division decreased 23% for the second quarter of 2018 as compared to the same period in 2017.

Business promotion decreased \$1.1 million to \$9.0 million for the three months ended June 30, 2018. During the second quarter of 2018, business promotion decreased as we have begun to shift the consumer direct marketing strategy to a digital medium which allows for a more cost effective approach, increasing the ability to be more price and product competitive to more specific target geographies.

General, administrative and other expenses decreased to \$5.0 million for the three months ended June 30, 2018, compared to \$5.2 million for the same period in 2017. The decrease was primarily related to a \$437 thousand decrease in other general and administrative expenses as well as a \$170 thousand decrease in premises and equipment expense. Partially offsetting the decrease was a \$362 thousand increase in legal and professional fees associated with defending litigation matters.

As previously discussed, we recorded an impairment charge of \$74.7 million related to goodwill and \$13.4 million related to intangible assets during the quarter ended June 30, 2018. We continue to record goodwill of \$29.9 million, and intangible assets, net of \$6.0 million. Goodwill and intangible assets are evaluated on a quarterly basis for impairment while the intangible assets are amortized over the useful lives of the various intangible assets. See Note 4.-Goodwill and Intangible Assets of the “Notes to Consolidated Financial Statements” for additional information.

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.

	<b>For the Six Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Gain on sale of loans, net	\$ 40,223	\$ 74,126	\$ (33,903)	(46)%
Servicing fees, net	19,324	15,083	4,241	28
Gain (loss) on mortgage servicing rights, net	7,872	(7,646)	15,518	203
Other	—	19	(19)	(100)
Total revenues	<u>67,419</u>	<u>81,582</u>	<u>(14,163)</u>	<u>(17)</u>
Other income	638	988	(350)	(35)
Personnel expense	(32,242)	(42,958)	10,716	25
Business promotion	(18,695)	(20,291)	1,596	8
General, administrative and other	(9,596)	(10,066)	470	5
Intangible asset impairment	(13,450)	—	(13,450)	n/a
Goodwill impairment	(74,662)	—	(74,662)	n/a
Accretion of contingent consideration	—	(1,552)	1,552	100
Change in fair value of contingent consideration	—	6,254	(6,254)	(100)
(Loss) earnings before income taxes	<u>\$ (80,588)</u>	<u>\$ 13,957</u>	<u>\$ (94,545)</u>	<u>(677)%</u>

For the six months ended June 30, 2018, gain on sale of loans, net totaled \$40.2 million compared to \$74.1 million in the comparable 2017 period. The \$33.9 million decrease is primarily due to a \$29.5 million decrease in premiums from the sale of mortgage loans, an \$8.1 million decrease in premiums from servicing retained loan sales, a \$14.9 million increase in mark-to-market losses on LHFS and a \$3.2 million increase in provision for repurchases. Partially offsetting the decrease in gain on sale of loans, net was a \$6.4 million decrease in direct loan origination expenses and a \$15.4 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 30% decrease in volume as well as a decrease in gain on sale margins. For the six months ended June 30, 2018, we originated and sold \$2.4 billion of loans as compared to \$3.4 billion and \$3.2 billion of loans originated and sold, respectively, during the same period in 2017. Margins decreased to approximately 171 bps for the six months ended June 30, 2018 as compared to 220 bps for the same period in 2017. The primary drivers of margin compression were the increase in interest rates since the end of the second quarter of 2017 and an increase in direct origination expenses as a result of an increase in competition for volume as well as margin compression as a result of adverse demand from investors for CCM originations.

For the six months ended June 30, 2018, servicing fees, net were \$19.3 million compared to \$15.1 million in the comparable 2017 period. The increase in servicing fees, net was the result of the servicing portfolio increasing 24% to an average balance of \$16.7 billion for the six months ended June 30, 2018 as compared to an average balance of \$13.4 billion for the six months ended June 30, 2017. The increase in the average balance of the servicing portfolio was part of our

continued efforts during the past year to retain servicing. During the six months ended June 30, 2018, we had \$1.6 billion in servicing retained loan sales.

For the six months ended June 30, 2018, gain (loss) on MSRs, net was a gain of \$7.9 million compared to a loss of \$7.6 million in the comparable 2017 period. For the six months ended June 30, 2018, we recorded a \$9.6 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 \$1.7 million in realized and unrealized losses from hedging instruments related to MSRs.

For the six months ended June 30, 2018, other income decreased to \$638 thousand as compared to \$988 thousand in the comparable 2017 period. The \$350 thousand decrease in other income was due to a \$791 thousand increase in interest expense related to a 136% increase in the average outstanding balance of the MSR financing facilities in the first six months of 2018 as compared to 2017. Partially offsetting the decrease was a \$491 thousand increase in net interest spread between loans held-for-sale, finance receivables and their related warehouse borrowing expense.

Personnel expense was \$32.2 million for the six months ended June 30, 2018, compared to \$43.0 million for the comparable period of 2017. The \$10.7 million decrease is primarily related to staff reduction in the first and second quarters 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 and second quarters of 2018, average headcount decreased 23% for the six months of 2018 as compared to the same period in 2017.

Business promotion decreased \$1.6 million to \$18.7 million for the six months ended June 30, 2018. During the first six months of 2018, business promotion decreased as we have begun to shift the consumer direct marketing strategy to a digital medium which allows for a more cost effective approach, increasing the ability to be more price and product competitive to more specific target geographies.

General, administrative and other expenses decreased to \$9.6 million for the six months ended June 30, 2018, compared to \$10.1 million for the same period in 2017. The decrease was primarily related to an \$780 thousand decrease in other general and administrative expenses as well as a \$302 thousand decrease in premises and equipment expense. Partially offsetting the decrease was a \$367 thousand increase in legal and professional fees associated with defending litigation matters, \$130 thousand increase in property expenses as well as a \$115 thousand increase in data processing expense.

As previously discussed, we recorded an impairment charge of \$74.7 million related to goodwill and \$13.4 million related to intangible assets during the six months ended June 30, 2018. We continue to record goodwill of \$29.9 million, and intangible assets, net of \$6.0 million. Goodwill and intangible assets are evaluated on a quarterly basis for impairment while the intangible assets are amortized over the useful lives of the various intangible assets. See Note 4.-Goodwill and Intangible Assets of the "Notes to Consolidated Financial Statements" for additional information.

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*

	<b>For the Three Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Other revenue	\$ 101	\$ 66	\$ 35	53 %
Total expenses	(111)	(100)	(11)	(11)
Net interest income	702	943	(241)	(26)
Loss on extinguishment of debt	—	(1,265)	1,265	100
Change in fair value of long-term debt	258	(265)	523	197
Change in fair value of net trust assets, including trust REO gains (losses)	217	2,005	(1,788)	(89)
Total other income (expense)	<u>1,177</u>	<u>1,418</u>	<u>(241)</u>	<u>(17)</u>
Earnings before income taxes	<u>\$ 1,167</u>	<u>\$ 1,384</u>	<u>\$ (217)</u>	<u>(16)%</u>

For the three months ended June 30, 2018, net interest income totaled \$702 thousand as compared to \$943 thousand for the comparable 2017 period. Net interest income decreased \$241 thousand for the three months ended June 30, 2018 primarily attributable to a \$223 thousand decrease in net interest spread on the long-term mortgage portfolio.

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 second quarter of 2018, the fair value of the long-term debt increased by \$268 thousand. The \$268 thousand change was the result of a \$526 thousand change in the instrument specific credit risk partially offset by a \$258 thousand 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 gain of \$0.2 million for the three months ended June 30, 2018. The change in fair value of net trust assets, excluding REO was due to \$1.8 million in gains from changes in fair value of securitized mortgage borrowings and securitized mortgage collateral primarily associated recoveries on a certain later vintage multifamily trust with improved performance partially offset by an increase in LIBOR. Additionally, the NRV of REO decreased \$1.6 million during the period attributed to higher expected loss severities on properties held in the long-term mortgage portfolio during the period.

In May 2017, we exchanged 412,264 shares of common stock for the remaining trust preferred securities which had an aggregate liquidation amount of \$8.5 million. The value of the shares on the issuance date exceeded the carrying value of debt by \$1.3 million. As a result, we recorded a \$1.3 million loss on extinguishment of debt during the three months ended June 30, 2017.

	<b>For the Six Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Other revenue	\$ 186	\$ 127	\$ 59	46 %
Total expenses	(176)	(186)	10	5
Net interest income	1,813	1,833	(20)	(1)
Loss on extinguishment of debt	—	(1,265)	1,265	100
Change in fair value of long-term debt	1,481	(2,761)	4,242	154
Change in fair value of net trust assets, including trust REO gains	(1,921)	8,324	(10,245)	(123)
Total other income	1,373	6,131	(4,758)	(78)
Earnings before income taxes	<u>\$ 1,383</u>	<u>\$ 6,072</u>	<u>\$ (4,689)</u>	<u>(77)%</u>

For the six months ended June 30, 2018 and 2017, net interest income totaled \$1.8 million. Net interest income decreased \$20 thousand for the six months ended June 30, 2018 primarily attributable to a \$154 thousand decrease in net interest spread on the long-term mortgage portfolio partially offset by a \$132 decrease in interest expense on the long-term debt. 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 six months of 2018, the fair value of the long-term debt increased by \$484 thousand. The \$484 thousand change was the result of a \$2.0 million change in the instrument specific credit risk partially offset by a \$1.5 million change in the market risk during the six months ended June 30, 2018.

The change in fair value related to our net trust assets (residual interests in securitizations) was a loss of \$1.9 million for the six months ended June 30, 2018. The change in fair value of net trust assets, including REO was due to \$2.5 million in losses from changes in fair value of securitized mortgage borrowings and securitized mortgage collateral primarily associated with an increase in LIBOR as well as loss assumptions, partially offset by updated assumptions on certain trusts with improved performance. Additionally, the NRV of REO increased \$603 thousand during the period as a result of lower expected loss severities on properties held in the long-term mortgage portfolio.

In May 2017, we exchanged 412,264 shares of common stock for the remaining trust preferred securities which had an aggregate liquidation amount of \$8.5 million. The value of the shares on the issuance date exceeded the carrying value of debt by \$1.3 million. As a result, we recorded a \$1.3 million loss on extinguishment of debt during the six months ended June 30, 2017.

#### *Real Estate Services*

	<b>For the Three Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Real estate services fees, net	\$ 1,038	\$ 1,504	\$ (466)	(31)%
Personnel expense	(473)	(617)	144	23
General, administrative and other	(118)	(126)	8	6
Earnings before income taxes	<u>\$ 447</u>	<u>\$ 761</u>	<u>\$ (314)</u>	<u>(41)%</u>

For the three months ended June 30, 2018, real estate services fees, net were \$1.0 million compared to \$1.5 million in the comparable 2017 period. The \$466 thousand decrease in real estate services fees, net was the result of a \$289 thousand decrease in loss mitigation fees, a \$212 thousand decrease in real estate and recovery fees, partially offset by a \$35 thousand increase in real estate service fees. The \$466 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 June 30, 2018, the \$144 thousand reduction in personnel expense and \$8 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.

	<b>For the Six Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Real estate services fees, net	\$ 2,423	\$ 3,137	\$ (714)	(23)%
Personnel expense	(1,044)	(1,407)	363	26
General, administrative and other	(185)	(330)	145	44
Earnings before income taxes	<u>\$ 1,194</u>	<u>\$ 1,400</u>	<u>\$ (206)</u>	(15)%

For the six months ended June 30, 2018, real estate services fees, net were \$2.4 million compared to \$3.1 million in the comparable 2017 period. The \$714 thousand decrease in real estate services fees, net was the result of a \$486 thousand decrease in loss mitigation fees, a \$327 thousand decrease in real estate and recovery fees, partially offset by a \$99 thousand increase in real estate service fees. The \$714 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 six months ended June 30, 2018, the \$363 thousand reduction in personnel expense and \$145 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.

	<b>For the Three Months Ended June 30,</b>			
	<b>2018</b>	<b>2017</b>	<b>Increase (Decrease)</b>	<b>% Change</b>
Interest expense	\$ (461)	\$ (427)	(34)	(8)%
Other expenses	(6,822)	(3,577)	(3,245)	(91)
Net loss before income taxes	<u>\$ (7,283)</u>	<u>\$ (4,004)</u>	<u>\$ (3,279)</u>	(82)%

For the three months ended June 30, 2018, other expenses increased to \$6.8 million as compared to \$3.6 million for the comparable 2017 period. The increase was primarily due to a \$2.6 million increase in legal and professional fees

associated with defending litigation, a \$207 thousand increase in healthcare costs, a \$207 thousand increase in personnel costs associated with our increased investment in technology and a \$150 thousand increase in data processing expense.

	For the Six Months Ended June 30,			
	2018	2017	Increase (Decrease)	% Change
Interest expense	\$ (884)	\$ (1,278)	394	31 %
Other expenses	(10,314)	(7,613)	(2,701)	(35)
Net loss before income taxes	\$ (11,198)	\$ (8,891)	\$ (2,307)	(26)%

For the six months ended June 30, 2018, interest expense decreased to \$884 thousand as compared to \$1.3 million for the comparable 2017 period. The \$394 thousand decrease in interest expense was primarily due a \$408 thousand reduction in interest expense related to the payoff of the Term Financing in February 2017.

For the six months ended June 30, 2018, other expenses increased to \$10.3 million as compared to \$7.6 million for the comparable 2017 period. The increase was primarily due to a \$3.3 million increase in legal and professional fees associated with defending litigation, a \$394 thousand increase in personnel costs associated with our increased investment in technology and a \$125 thousand increase in data processing expense. Offsetting the increase in other expenses was a \$971 thousand 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 and second quarters of 2018 as well as the new Tax Act, which was passed in December 2017.

### 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, MSR 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 June 30, 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 June 30, 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)	(556)	(295)	301	625
Mortgage servicing rights (2)	(13,444)	(6,051)	4,576	7,945

- (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 June 30, 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 June 30, 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 11 – 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**

Appointment of Chief Executive Officer

Effective August 7, 2018, the Board of Directors appointed George A. Mangiaracina as Chief Executive Officer of the Company. Mr. Mangiaracina also serves as President, to which he was appointed on March 14, 2018. For information about, and business experience of, Mr. Mangiaracina pursuant to Item 401(b) and (e) of Regulation S-K, please refer to the section entitled “Board of Directors and Executive Officers” in the Company’s proxy statement filed with the SEC on June 1, 2018. The terms of Mr. Mangiaracina’s employment agreement and his compensation and benefits remain the same. There is no arrangement or understanding between Mr. Mangiaracina and any other person pursuant to which he was appointed CEO and there are no family relationships between Mr. Mangiaracina and any executive officer or director of the Company. There have been no transactions between Mr. Mangiaracina and the Company required to be reported pursuant to Item 404(a) of Regulation S-K. The information set forth above is included herewith for the purpose of providing the disclosure required under Item 5.02(c) Form 8-K.

MSR Financing Facility

In May 2018, the maximum borrowing capacity of the Freddie Mac revolving line of credit increased to \$60.0 million increasing the borrowing capacity up to 60% of the fair market value of the pledged mortgage servicing rights and reducing the interest rate per annum to one-month LIBOR plus 3.0%

**ITEM 6: EXHIBITS**

<b>(a)</b>	<b>Exhibits:</b>
10.1	<a href="#">Key Executive Employment Agreement dated as of May 14, 2018 between Impac Mortgage Corp., Impac Mortgage Holdings, Inc. and Brian Kuelbs.</a>
10.2	<a href="#">Amendment dated May 16, 2018 to Line of Credit Promissory Note with Merchants Bank of Indiana.</a>
10.3	<a href="#">Form of Indemnification Agreement with Officers and Directors.</a>
10.3 (a)	<a href="#">List of officers and Directors for Indemnification Agreement.</a>
10.4	<a href="#">Employment Agreement as of April 1, 2018 between Impac Mortgage Corp. and Rian Furey (incorporated by reference to exhibit 10.2 of the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2018).</a>
31.1	<a href="#">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.</a>
31.2	<a href="#">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.</a>
32.1*	<a href="#">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.</a>
101	The following materials from Impac Mortgage Holdings, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 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/ BRIAN KUELBS

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Brian Kuelbs  
*Chief Financial Officer*  
*(authorized officer of registrant and principal financial officer)*

August 9, 2018

**KEY EXECUTIVE EMPLOYMENT AGREEMENT**

This Key Executive Employment Agreement (this “Agreement”) is entered into as of May 14, 2018 (the “Effective Date”) between **Impac Mortgage Corp., a California corporation (“IMC”)**, and **Impac Mortgage Holdings, Inc., a Maryland corporation (“IMH”)** (and jointly referred to as “Employer”) and **Brian Kuelbs** (“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 Financial Officer 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 May 14, 2018 and end on May 14, 2020 (the “Initial Term”). 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; provided, further, that Employee may perform services under this Agreement remotely from time to time as reasonably approved by Employer.

3. Duties.

a. Employer shall employ Employee as its Chief Financial Officer, 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 any of Employer’s Chief Executive Officer, a successor president or IMH’s Board of Directors as the person or group of persons 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

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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 Financial Officer, and Employee hereby accepts this employment. During the Term, Employee shall devote his full-time and commercially reasonable efforts to performing his duties and to Employer's business and affairs; provided, however, that Employee shall be entitled to (i) continue to be an owner of and provide services of not greater than fifteen (15) hours per quarter, outside of normal business hours and designed so as not to interfere with Employee performing his services to Employer, for BPK Advisors, Inc., (ii) continue to serve on an advisory board for SKYIRE Home Corp., (iii) serve on the board of directors of any for-profit company with the consent of the Employer's president, which consent shall not be unreasonably withheld, and (iv) attend to personal and family affairs and investments, be involved in not-for-profit, charitable and professional activities, provided that the foregoing does not, in the aggregate, materially interfere with Employee's responsibilities hereunder (the "**Permitted Activities**") or create any possible conflict of interest for Employee.

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, including pursuant to the Permitted Activities.

7. Base Salary.

Employee shall receive for services rendered an annual base salary of \$450,000.00 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. Additional Compensation.

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

a. *Stay Bonus.* Employer will pay Employee an annual stay bonus of \$250,000.00 on May 14, 2019 and May 14, 2020 if Employee is employed by Employer on each such date. The payments will be payable \$125,000 in cash and \$125,000 in IMH stock grants. The IMH stock grants will be grants of restricted stock and will vest in three (3) equal portions on the following three (3) anniversary dates if Employee is employed by Employer on such dates. However, if there is a change in control of IMH, a termination of Employee without cause or if Employee's employment is not extended by Employer or Employee through

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the vesting date, then the vesting will accelerate and all unvested stock will vest immediately. The number of shares to be used to reach the value of the stock grants will be set using the average stock price of the stock for the 20 previous trading days prior to May 15, 2019 or May 14, 2020, as applicable.

b. *Discretionary Bonus.* Employee will be eligible for an annual discretionary bonus, which sole discretion will be up to the IMH Board of Directors. However, if any such bonus is given, it will be paid within 15 days of the date on which it is earned with the first \$250,000 will be paid in cash and anything above that will be paid one half (1/2) in cash and the remaining one half (1/2) will be paid in IMH stock grants. Any stock grants will be grants of restricted stock and will vest in three (3) equal portions on the following three (3) anniversary dates if Employee is employed by Employer on such dates. However, if there is a Change in Control of IMH (as defined in the IMH 2010 Omnibus Incentive Plan) or a termination of Employee Without Cause (as defined in this Agreement or if Employee's employment is not extended by Employer or Employee through the vesting date, then the vesting will accelerate and unvested stock will vest immediately. The value of the stock grants will be set using the average stock price of the stock for the 20 previous trading days prior to the date the bonus is granted.

9. Stock Options.

a. Employee will be eligible to participate in the stock option program of IMH. Grants under this program are typically made annually and are up to the complete discretion of the Board of Directors of IMH.

b. The terms and conditions of the stock options are set forth in option agreements entered between Employer and Employee and are subject to the terms and conditions of the plan under which the stock options are issued.

c. However, if during 2018, George Mangiaracina receives any IMH options from the Board of Directors, then Employee shall receive a matching option grant up to a maximum of 20,000 options on the same terms as those issued to George Mangiaracina. Thereafter, except as described in paragraph (d) below, any additional option grants will be at the sole discretion of the IMH Board of Directors.

d. Employee shall be entitled to a grant of 30,000 options in IMH which shall be issued on the date of the first IMH Board meeting (held monthly) after the date on which Employee begins his employment. The options will be subject to the standard terms of option grants given to IMH employees which include the options vesting in three (3) equal portions on the anniversary date of the grant and which have a total life of ten (10) years. Also, as per those terms no additional options vest after Employee is no longer employed by Employer. The strike price for the options shall be the closing price of the IMH stock on the day the grant is issued.

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, 401K matches and disability insurance benefits.

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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 five (5) weeks of paid vacation annually 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 shall reimburse Employee promptly for his reasonable legal costs incurred in negotiating this Agreement and any documents entered contemporaneously herewith or otherwise referenced herein, including any documentation related to the grant of stock options referenced in Section 9; provided, however, that Employee shall not be entitled to such reimbursement in excess of \$5,000.

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. Employee will also be covered by Employers' directors' and officers' liability coverage as in effect from time to time, and Employer agrees to maintain such coverage with customary terms and conditions.

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." Upon Employee's termination of employment for any reason, Employee shall receive payment for all accrued salary, accrued and unused

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vacation time, and benefits under Employer's benefit plans through the Termination Date ("**Accrued Benefits**"). Upon any such termination of employment, any vested stock options shall be exercisable as per the terms of the applicable grant.

16. Termination of Employment for Cause.

a. 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 it is curable. The Board may proceed with a termination pursuant to this Section 16 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 Sections 7, 8 and 9, and Employee shall receive payment for all Accrued Benefits through the Termination Date. 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) 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. Any vested stock options or stock grants shall be exercisable as per the terms of the Company grants.

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 IMH:

(i) 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;

(ii) 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 CEO or President of IMH 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;

(iii) 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);

(iv) Employee's material breach of any of the material terms of this Agreement or any other agreement between Employee and Employer (or any affiliate, subsidiary, or related entity of Employer), including a material breach of any proprietary right and inventions or confidentiality

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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); provided that Employee shall have 30 days to correct any such curable failures to the extent that such failures are correctable and Employer may not terminate Employee for “curable cause” on the basis of any such failure that is cured with a reasonable time. Whether a breach is curable or not shall be in the sole but reasonable, good faith discretion of Employer.

**17. Termination on Resignation without Good Reason.**

a. Employee may voluntarily terminate his employment with Employer at any time without Good Reason (as defined below) 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 be entitled to payment in lieu of notice in an amount equal to any cash payments he would have received during such period had his termination of employment not been accelerated. If Employee’s employment is terminated under this Section 17, Employee shall receive payment for all Accrued Benefits through the Termination Date. Except as described in this paragraph, Employer shall have no further obligation to pay compensation of any kind (including without limitation any bonus 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) 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 including any future vesting of stock options or stock grants.

b. *Definition of Good Reason.* “Good Reason” shall mean the occurrence or existence of any of the following with respect to Employee without his prior written consent: (1) a reduction in title, scope of Employee’s duties and responsibilities, or the level of management to which he reports, which constitutes a material negative change to Employee; (2) a reduction in level of Employee’s annual salary; (3) a relocation of Employee’s principal assigned business location and place of employment by more than forty (40) miles; (4) a material breach of any material terms of this Agreement by Employer or any other agreement between Employee and Employer (or any affiliate, subsidiary or other related entity of Employer); or (5) the failure of Employer to have a successor entity specifically assume the Agreement. Notwithstanding the foregoing “Good Reason” shall only be found to exist if and only if the following conditions occur: (i) Employee provides written notice to IMH’s Board of Directors of the event constituting Good Reason within 90 days after Employee knows of the event or in the ordinary course of performing his duties hereunder should have known of the existence or occurrence of such event, (ii) Employer does not cure such event within the 60 days after receiving the aforementioned written notice thereof, and (iii) Employee resigns his employment within 60 days after the end of such cure period (or in the cause of clause 5 within 90 days after providing notice of such event).

**18. Termination of Employment by Employee With Good Reason or by Employer Without Cause or Non Renewal by Employer.**

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Employer may terminate Employee's employment without Cause and Employee may resign his employment for Good Reason at any time (subject to the terms of this Agreement, including any notice or right to cure provisions specified herein), at which time, such termination in addition to the Accrued Benefits to the Termination Date, Employee shall be entitled to the following severance benefits (the "**Severance Benefits**"), if and only if, within 45 days following the Termination Date, Employee executes a release of all claims against IMH and its affiliates and employees in a form prepared by IMH but reasonably acceptable to Employee (hereinafter "Release") and does not revoke such Release during the applicable 7 day applicable revocation period. Subject to Employee's compliance with the Release and within 15 days after the timely delivery of the original executed Release to the Employer and following the end of the 7 day revocation period (hereinafter "Waiting Period"), Employee shall receive the following Severance Benefits:

a. Employer shall continue to pay Employee's base salary for a period of six (6) months. Such payments will be made at Employer's usual and customary pay intervals and will be subject to all appropriate deductions and withholdings, on the first regular payroll period following the Waiting Period.

b. Employer shall pay Employee's cost for maintaining COBRA benefits for six (6) months (and such payments shall be made on a monthly basis), starting with the first month following the Waiting Period; and

c. If the Termination Date is (i) on or after November 14, 2018, but before May 14, 2019, Employer will pay Employee his Stay Bonus which would have been paid on May 14, 2019, or (ii) on or after November 14, 2019 but before May 14, 2020, Employer will pay Employee his Stay Bonus which would have been paid on May 14, 2020. Any such Stay Bonus will be paid no later than the earlier of (x) the date such Stay Bonus would have been paid but for such termination of employment, and (y) the thirteenth (13) day following the Termination Date.

If the Employer decides not to renew the Agreement, then Employer agrees to provide Employee with continued Base Salary for an additional six (6) months plus six (6) months of COBRA coverage, provided that during such period (the "Transition Period") Employee continues to cooperate with the Employer and be reasonably available to aid in the transition of his duties to a new person. This is not anticipated to require Employee's full time availability at Employer (and will in no event require Employee to provide an amount of services that causes him to not have a "separation from service" for purposes of Section 409A of the Code (as defined below) on his Termination Date), but it may require a reasonable amount of time. During the Transition Period, Employee will not be considered an employee of Employer and will not continue to accrue any employee benefits during that time period.

In addition to the foregoing, upon any such termination of employment described in this Section 18, Employee shall be entitled to the immediate vesting of stock awards as described in Section 7.

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To the extent there is no good faith, bona fide dispute regarding Employee's right to receive Severance Benefits, as defined in this Section, the Parties agree that Employer shall have no right to offset or otherwise reduce the Severance Benefits due to Employee obtaining other employment.

**19. 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 19, Employee shall be entitled to protections and remedies afforded him by state and federal law. Upon any such termination, Employee shall be entitled to the Accrued Benefits. All benefits (other than disability benefits) provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**20. Termination on Death.**

If Employee dies before the term of this Agreement expires, Employer shall pay to Employee's estate the Accrued Benefits through the Termination Date (which for purposes of this Section shall be the date of Employee's death). 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 (other than life insurance benefits, if any apply) provided by Employer to Employee under this Agreement or otherwise shall cease on the Termination Date.

**21. 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.

**22. 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 (taking into account any obligations Employee has with respect to his then employer) 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 and to compensate Employee for

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his time spent on such matters at an hourly rate equal to his base salary on his Termination Date, divided by 2080.

**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. Any damages recoverable hereunder or arising out of this agreement or the relationship hereunder are limited to those under the terms of this agreement.

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

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**24. Integration.**

This Agreement (along with all agreements entered into contemporaneously herewith or otherwise referenced herein) 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 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 26.

**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 23 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.

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### 28. 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.

### 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. Section 409A.

This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be interpreted and construed consistently with such intent. All references in this Agreement to Employee's termination of employment shall mean his "separation from service" within the meaning of Section 409A of the Code. Payments provided herein are intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4). Each payment and benefit hereunder shall constitute a "separately identified" amount within the meaning of Treasury regulation Section 1.409A-2(b)(2). Any payment under this Agreement that is subject to Section 409A of the Code and is conditioned upon Employee's execution of the Release and which is to be paid during a designated period that begins in one taxable year and ends in a second taxable year shall be paid in the second taxable year. In the event the terms of this Agreement would subject Employee to taxes or penalties under Section 409A of the Code ("409A Penalties"), Employer and Employee shall use reasonable efforts to cooperate to amend the terms of the Agreement to the extent possible for Employee to avoid such 409A Penalties. Notwithstanding any other provision in this Agreement, if Employee is a "specified employee," as defined in Section 409A of the Code, as of the date of termination, then to the extent any amount payable under this Agreement (i) constitutes the payment of nonqualified deferred compensation, within the meaning of Section 409A of the Code, (ii) is payable upon Employee's separation from service, within the meaning of Section 409A of the Code, and (iii) would be payable prior to the six-month anniversary of Employee's separation from service, payment of such amount shall be delayed until the earlier to occur of (a) the six-month anniversary of the date of such separation from service or (b) the date of Employee's death. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. Any reimbursement shall be made no later than the last day of the calendar year following the calendar year in which the expenses to be reimbursed were incurred. The right to any reimbursement or in-kind benefit pursuant to this Agreement shall not be subject to liquidation or exchange for any other benefit.

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Whenever a payment under this Agreement specifies a payment period with reference to a number of days (e.g., "payment shall be made within ninety (90) days following the date of termination"), the actual date of payment within the specified period shall be within the sole discretion of Employer.

Notwithstanding the foregoing, Employer makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code, and provided Employer complies with the terms of this Agreement that would otherwise have avoided a violation of Section 409A of the Code, Employer shall not be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by Employee on account of any non-compliance with Section 409A of the Code.

31. 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.

32. 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.

33. Amendments.

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

34. No Third Party Rights Conferred.

Except for Employee's estate under Section 20, above, and any successor of Employer under Section 31, 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 May , 2018 at Irvine, California, to be effective on the date first above written.

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/s/ Brian Kuelbs  
**Brian Kuelbs**

**Impac Mortgage Corp.,  
a California corporation**

**Impac Mortgage Holdings, Inc.,  
a Maryland Corporation**

By: /s/ George Mangiaracina  
Name: George Mangiaracina  
Its: President  
Date: May 14, 2018

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**EXHIBIT A****JOB DESCRIPTION AND RELATED ENTITIES**

For Executive Vice President, Chief Financial Officer (“CFO”) of Impac Mortgage Holdings, Inc. and affiliates and subsidiaries (“IMH”).

Employee shall oversee the financial management of the Organization in support of policies, goals and objectives established by the Board of Directors of Employer and the CEO of Impac Mortgage Holdings, Inc. For purposes of this Exhibit A, “Organization means Employer and any affiliates or related entities of Employer for whom Employee is requested to provide services pursuant to this Employment Agreement.

Employee shall provide senior financial accounting oversight for the Organization and shall bear responsibility for its development, growth and success.

Employee’s major responsibilities shall include:

- A) Regularly report to the CEO of IMH and the Board of Directors of IMH on the monthly and quarterly financial performance of the Company. Prepare books and records in accordance with Generally Accepted Accounting Principals (“GAAP”). Review and explain budget variances. Review financial records and make recommendations on financial performance objectives of the company. Review critical accounting policies and critical transactions to ensure that the Company is employing the correct accounting treatment for complicated transactions;
- B) Responsible for reviewing the Company’s liquidity and credit facilities to ensure that the Company maintains the sufficient liquidity and credit facilities to manage the growth of loan acquisitions and originations;
- C) Responsible for developing and maintaining budges and monthly forecasts of earnings and budget variances that include the calculation of taxable income;
- D) Be an active member of Employer’s Executive Committee, Risk Committee, Disclosure Committee and HR Committee; and
- E) Have direct reports of specific departments and directed and identified by the CEO.

Employee acknowledges, understands and agrees that Employee will be requested by Employer to devote some or all of Employee’s time and efforts during the term of employment pursuant to this Agreement (and consistent with the above job descriptions) to the businesses of Employer’s affiliates or related entities pursuant to certain agreements between and among Employer and such affiliates or

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related entities. Employee further understand and acknowledges that, pursuant to this Agreement, Employee may be directed by Employer to provide services consistent with the above job descriptions to additional real estate investment trusts or other entities which Employer establishes or with which Employer affiliates or becomes related to and for which there exists an agreement with Employer or any of the above entities to provide such services.

Employee understand and acknowledges that Employee's obligations under this Agreement, including Employee's duties under Section 4 thereof and the Proprietary Rights and Inventions Agreement entered into pursuant to Section 6 thereof, shall apply and extend to Employee's knowledge of the business of Employer's affiliates or related entities and any trade secret or other confidential or proprietary information relating to the same.



**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 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 its 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

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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

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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.

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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

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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. It is agreed that Employee has express consent to provide services to BPK Advisors, Inc. and SKYIRE Home Corp. as set forth in Section 4 of the Key Executive Employment Agreement entered into between Employee and the Company.

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

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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

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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. **Intentionally Stricken**

11. **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 as per the terms of the Key Executive Employment Agreement entered into between the Parties hereto.

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.

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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.

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*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.*

/S/ Brian Kuelbs  
Employee's Signature

Brian Kuelbs  
Employee's Printed Name

May 14, 2018  
Date

**Accepted and agreed to:**

Impac Mortgage Holdings, Inc., a Maryland corporation

/S/ George Mangiaracina

Printed Name: George Mangiaracina

Title: President

Date: May 14, 2018

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**EXHIBIT A**

**PRIOR AGREEMENTS, RELATIONSHIPS AND COMMITMENTS**

I represent and warrant that, except as disclosed in that Key Executive Employment Agreement and 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):

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Date: \_\_\_\_\_

\_\_\_\_\_ [Employee's Signature]

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**CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS**

THIS CONFIRMATION AND AMENDMENT OF LOAN DOCUMENTS (“Confirmation and Amendment”), is executed to be effective as of May 16, 2018, by and between IMPAC MORTGAGE CORP., a California corporation (hereinafter referred to as "**Borrower**"), and MERCHANTS BANK OF INDIANA (hereinafter referred to as "**Lender**");

## WITNESSES THAT:

WHEREAS, Borrower and Lender entered into a certain Line of Credit Promissory Note dated August 17, 2017 (hereinafter, as heretofore amended, modified or restated, referred to as the "**Note**") pursuant to which Lender, among other things, extended to Borrower a line of credit in a principal amount which has since been increased to Fifty Million and 00/100 Dollars (\$50,000,000.00), (such line of credit is referred to in the Note and hereinafter referred to as the "**Loan**");

WHEREAS, the Loan is evidenced by (i) the Note, and (ii) a certain Security Agreement dated August 17, 2017, entered into by Borrower in favor of Lender (the "**Security Agreement**"), together with all other documents evidencing or securing the Loan (collectively, as heretofore amended, the "**Loan Documents**");

WHEREAS, Borrower has requested certain amendments to the Loan Documents as more particularly described herein;

WHEREAS, Lender is willing to modify the Loan Documents subject to, inter alia, the terms and conditions hereinafter specified and upon the condition that Borrower makes the acknowledgements, agreements and confirmations set forth herein and executes all documents reasonably required by Lender to effectuate such modification.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender agree as follows:

1. Borrower and Lender hereby agree that the amount of the Loan, as reflected in the Note and all other Loan Documents, is hereby increased to Sixty Million and 00/100 Dollars (\$60,000,000.00).
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2. Borrower and Lender hereby agree that the rate of interest set forth in the Note is revised to be as follows: “a rate per annum (based upon a year of 360 days and actual days elapsed) equal to the rate from time to time announced by the Wall Street Journal as the “One Month LIBOR”, plus three hundred (300) basis points with changes in the interest rate hereunder to take effect on first day of each calendar month.”

3. Borrower and Lender hereby agree that in Section 1 of the Note, “(i) Thirty Million and 00/100 Dollars (\$30,000,000.00), or (ii) fifty-five percent (55%) of the lesser of the reported book or appraised valuation of the Pledged Mortgage Servicing Rights as set forth in the quarterly reports of Maker issued immediately preceding the date that Lender makes any such advance of funds to Maker” is hereby deleted and replaced with “(i) Sixty Million and 00/100 Dollars (\$60,000,000.00), or (ii) sixty percent (60%) of the lesser of the reported book or appraised valuation of the Pledged Mortgage Servicing Rights as set forth in the quarterly reports of Maker issued immediately preceding the date that Lender makes any such advance of funds to Maker” in lieu thereof.

4. Notwithstanding anything to the contrary, Borrower and Lender hereby agree that the Collateral defined in the Security Agreement and the Pledged Mortgage Servicing Rights defined in the Note shall also include Servicing Contract Rights of Borrower to service mortgage loans owned or guaranteed by the Government National Mortgage Association (“Ginnie Mae”) pursuant to applicable Ginnie Mae guidelines and related agreements. Lender is hereby authorized to file a UCC-3 Amendment to amend the collateral description set forth therein to include such servicing rights with respect to Ginnie Mae mortgage loans. For the avoidance of doubt, (a) the Collateral defined in the Security Agreement does not include Borrower’s rights to servicing income or servicing advance reimbursements due from Ginnie Mae and (b) the security interest in the Collateral is subject and subordinate to all rights, powers, and prerogatives of Ginnie Mae under applicable Ginnie Mae guidelines and related agreements.

The security interests granted herein shall be recognized by Ginnie Mae in the form of the typical acknowledgment agreement utilized by Ginnie Mae (the “Acknowledgement Agreement”). The Acknowledgement Agreement shall be executed by Ginnie Mae within one hundred eighty (180) days of the date hereof. If Borrower fails to timely provide the Acknowledgement Agreement in accordance with the immediately preceding sentence, Lender may give a notice to Borrower to immediately prepay the portion of the principal amount of the Note allocable to the Ginnie Mae Loans for which there is no applicable Acknowledgement Agreement, and thereafter the Collateral shall no longer include Servicing Contract Rights of Borrower to service mortgage loans owned or guaranteed by Ginnie Mae.

5. Borrower acknowledges and confirms that the Loan Documents continue in full force and effect and secure, extend to, include and are effective with respect to the Loan, and all other indebtedness and obligations of Borrower to Lender more particularly described in the Loan Documents as being secured thereby. Borrower reaffirms and ratifies all warranties, representations, provisions, conditions, terms, covenants and agreements set forth in the Loan Documents.

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6. Borrower represents and warrants to Lender that (a) as of the effective date hereof, there exists no event of default under the Note or Loan Documents, or any condition that, with the giving of notice, lapse of time, or both, would constitute an event of default under the Note or Loan Documents, and (b) Borrower has no defenses, offsets, claims or counterclaims against Lender under the Note, the Loan Documents or any other agreement, instrument, document or event executed or occurring in connection therewith.

7. Borrower hereby agrees to reimburse Lender upon demand for all costs and expenses incurred by Lender in connection with the amendment and modification of the terms and conditions of the Loan pursuant to this Confirmation and Amendment, including but not limited to all premiums and fees of any title insurance company in connection with issuing any endorsement required by Lender to any policy of title insurance, all recording and filing fees and all reasonable attorneys' fees and expenses.

8. This Confirmation and Amendment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors, assigns and legal representatives.

9. The undersigned, executing this Confirmation and Amendment for and on behalf of Borrower, certifies and represents to Lender that s/he is duly authorized by all action necessary on the part of Borrower to execute and deliver this document and that this document constitutes a legal, valid and binding obligation of Borrower in accordance with its terms. This agreement may be executed and delivered in multiple counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

10. This Confirmation and Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.

*[Remainder of page intentionally blank; signatures on following page]*

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IN WITNESS WHEREOF, the undersigned have caused this Confirmation and Amendment of Loan Documents to be executed effective as of the day and the year first above written.

**Borrower:**

IMPAC MORTGAGE CORP.

By: /s/ Todd Taylor  
Name: Todd Taylor  
Title: EVP, CFO

**Lender:**

MERCHANTS BANK OF INDIANA

By: /s/ Michael J Dunlap  
Name: Michael J Dunlap  
Title: President

**Consent and Acknowledgement of Guarantor**

The undersigned Guarantor hereby consents to and acknowledges the foregoing Confirmation and Amendment as of the date first above written.

Guarantor:

INTEGRATED REAL ESTATE SERVICE CORP.,  
a Maryland corporation

By: /s/ Todd Taylor  
Name: Todd Taylor  
Title: EVP, CFO

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**INDEMNIFICATION AGREEMENT**

THIS INDEMNIFICATION AGREEMENT (“**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between IMPAC MORTGAGE HOLDINGS, INC., a Maryland corporation (the “**Company**”), and \_\_\_\_\_ (“**Indemnitee**”).

WHEREAS, at the request of the Company, Indemnitee currently serves as a director or an officer, or both, of the Company and may, therefore, be subjected to claims, suits or proceedings arising as a result of such service;

WHEREAS, as an inducement to Indemnitee to serve or continue to serve in such capacity, the Company has agreed to indemnify Indemnitee and to advance expenses and costs incurred by Indemnitee in connection with any such claims, suits or proceedings, to the maximum extent permitted by law; and

WHEREAS, the parties by this Agreement desire to set forth their agreement regarding indemnification and advance of expenses;

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

Section 1. Definitions. For purposes of this Agreement:

(a) “**Change in Control**” means a change in control of the Company occurring after the Effective Date of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), whether or not the Company is then subject to such reporting requirement; *provided, however*, that, without limitation, such a Change in Control shall be deemed to have occurred if, after the Effective Date:

(i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 45% or more of the combined voting power of all of the Company’s then-outstanding securities entitled to vote generally in the election of directors without the prior approval or ratification of at least two-thirds of the members of the Board of Directors in office immediately prior to such person’s attaining such percentage interest; or

(ii) the Company is a party to a merger, consolidation, sale of assets, plan of liquidation or other reorganization not approved by at least two-thirds of the members of the Board of Directors then in office, as a consequence of which members of the Board of Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors thereafter; or

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(iii) at any time, a majority of the members of the Board of Directors are not individuals (A) who were directors as of the Effective Date or (B) whose election by the Board of Directors or nomination for election by the Company's stockholders was approved by the affirmative vote of at least two-thirds of the directors then in office who were directors as of the Effective Date or whose election or nomination for election was previously so approved.

Notwithstanding the foregoing, a "Change in Control" will not be deemed to have occurred for purposes of the foregoing clause (i) solely as a result of the change in relative beneficial ownership of the Company's securities by any person resulting solely from a reduction in the aggregate number of outstanding shares entitled to vote generally in the election of directors *provided, however*, that if any person referred to in this sentence will thereafter become the beneficial owner of any additional securities of the Company (other than pursuant to a stock split, stock dividend, or similar transaction or without the prior approval or ratification of at least two-thirds of the members of the Board of Directors in office immediately prior to such person's attaining such percentage interest) and immediately thereafter beneficially owns 45% or more of the combined voting power of all of the then outstanding securities, then a "Change in Control" will be deemed to have occurred for purposes of the foregoing clause (i).

(b) "**Corporate Status**" means the status of a person as a present or former director, officer, employee or agent of the Company or as a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any other foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving in such capacity at the request of the Company. As a clarification and without limiting the circumstances in which Indemnitee may be serving at the request of the Company, service by Indemnitee shall be deemed to be at the request of the Company: (i) if Indemnitee serves or served as a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any corporation, partnership, limited liability company, joint venture, trust or other enterprise (1) of which a majority of the voting power or equity interest is or was owned directly or indirectly by the Company or (2) the management of which is controlled directly or indirectly by the Company and (ii) if, as a result of Indemnitee's service to the Company or any of its affiliated entities, Indemnitee is subject to duties by, or required to perform services for, an employee benefit plan or its participants or beneficiaries, including as deemed fiduciary thereof.

(c) "**Disinterested Director**" means a director of the Company who (i) is not an officer or employee of the Company and (ii) is not and was not a party to the Proceeding in respect of which indemnification and/or advance of Expenses is sought by Indemnitee.

(d) "**Effective Date**" means the date set forth in the first paragraph of this Agreement.

(e) "**Expenses**" means any and all reasonable and out-of-pocket attorneys' fees and costs, retainers, court costs, arbitration and mediation costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, federal, state, local or foreign taxes

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imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties and any other disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in or otherwise participating in a Proceeding. Expenses shall also include Expenses incurred in connection with any appeal resulting from any Proceeding including, without limitation, the premium for, security for and other costs relating to any cost bond, supersedeas bond or other appeal bond or its equivalent.

(f) “**Independent Counsel**” means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither is, nor in the past five years has been, retained to represent: (i) the Company or Indemnitee in any matter material to either such party (other than with respect to matters concerning Indemnitee under this Agreement or of other indemnitees under similar indemnification agreements), or (ii) any other party to or participant or witness in the Proceeding giving rise to a claim for indemnification or advance of Expenses hereunder. Notwithstanding the foregoing, the term “Independent Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(g) “**Proceeding**” means any threatened, pending or completed action, suit, arbitration, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing, claim, demand or discovery request or any other actual, threatened or completed proceeding, whether brought by or in the right of the Company or otherwise and whether of a civil (including intentional or unintentional tort claims), criminal, administrative or investigative (formal or informal) nature, including any appeal therefrom, except one pending or completed on or before the Effective Date, unless otherwise specifically agreed in writing by the Company and Indemnitee. If Indemnitee reasonably believes that a given situation may lead to or culminate in the institution of a Proceeding, such situation shall also be considered a Proceeding.

Section 2. Services by Indemnitee. Indemnitee will serve in the capacity or capacities set forth in the first WHEREAS clause above. However, this Agreement shall not impose any independent obligation on Indemnitee or the Company to continue Indemnitee’s service to the Company. This Agreement shall not be deemed an employment contract between the Company (or any other entity) and Indemnitee.

Section 3. General. The Company shall indemnify, and advance Expenses to, Indemnitee (a) as provided in this Agreement and (b) otherwise to the maximum extent permitted by Maryland law in effect on the Effective Date and as amended from time to time; *provided, however*, that no change in Maryland law shall have the effect of reducing the benefits available to Indemnitee hereunder based on Maryland law as in effect on the Effective Date. The rights of Indemnitee provided in this Section 3 shall include, without limitation, the rights set forth in the other sections of this Agreement, including any additional indemnification permitted by the Maryland General Corporation Law (the “MGCL”), including, without limitation, Section 2-418 of the MGCL.

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Section 4. Standard for Indemnification. If, by reason of Indemnatee's Corporate Status, Indemnatee is, or is threatened to be, made a party to any Proceeding, the Company shall indemnify Indemnatee against all judgments, penalties, fines and amounts paid in settlement and all Expenses actually and reasonably incurred by Indemnatee or on Indemnatee's behalf in connection with any such Proceeding unless it is established that (a) the act or omission of Indemnatee was material to the matter giving rise to the Proceeding and (i) was committed in bad faith or (ii) was the result of active and deliberate dishonesty, (b) Indemnatee actually received an improper personal benefit in money, property or services or (c) in the case of any criminal Proceeding, Indemnatee had reasonable cause to believe that Indemnatee's conduct was unlawful.

Section 5. Certain Limits on Indemnification. Notwithstanding any other provision of this Agreement (other than Section 6), Indemnatee shall not be entitled to:

(a) indemnification hereunder if the Proceeding was one by or in the right of the Company and Indemnatee is adjudged, in a final adjudication of the Proceeding not subject to further appeal, to be liable to the Company;

(b) indemnification hereunder if Indemnatee is adjudged, in a final adjudication of the Proceeding not subject to further appeal, to be liable on the basis that personal benefit was improperly received in any Proceeding charging improper personal benefit to Indemnatee, whether or not involving action in Indemnatee's Corporate Status; or

(c) indemnification or advance of Expenses hereunder if the Proceeding was brought by Indemnatee, unless: (i) the Proceeding was brought to enforce indemnification under this Agreement, and then only to the extent in accordance with and as authorized by Section 12 of this Agreement, or (ii) the Company's charter or Bylaws, a resolution of the stockholders entitled to vote generally in the election of directors or of the Board of Directors or an agreement approved by the Board of Directors to which the Company is a party expressly provide otherwise.

Section 6. Court-Ordered Indemnification. Notwithstanding any other provision of this Agreement, a court of appropriate jurisdiction, upon application of Indemnatee and such notice as the court shall require, may order indemnification of Indemnatee by the Company in the following circumstances:

(a) if such court determines that Indemnatee is entitled to reimbursement under Section 2-418(d)(1) of the MGCL, the court shall order indemnification, in which case Indemnatee shall be entitled to recover the Expenses of securing such reimbursement; or

(b) if such court determines that Indemnatee is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not Indemnatee (i) has met the standards of conduct set forth in Section 2-418(b) of the MGCL or (ii) has been adjudged liable for receipt of an improper personal benefit under Section 2-418(c) of the MGCL, the court may order such indemnification as the court shall deem proper without regard to any limitation on such court-ordered indemnification contemplated by Section 2-418(d)(2)(ii) of the MGCL.

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Section 7. Indemnification for Expenses of an Indemnitee Who is Wholly or Partially Successful. Notwithstanding any other provision of this Agreement, and without limiting any such provision, to the extent that Indemnitee was or is, by reason of Indemnitee's Corporate Status, made a party to (or otherwise becomes a participant in) any Proceeding and is successful, on the merits or otherwise, in the defense of such Proceeding, the Company shall indemnify Indemnitee for all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee under this Section 7 for all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each such claim, issue or matter, allocated on a reasonable and proportionate basis. For purposes of this Section 7, and without limitation, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

Section 8. Advance of Expenses for Indemnitee. If, by reason of Indemnitee's Corporate Status, Indemnitee is, or is threatened to be, made a party to any Proceeding, the Company shall, without requiring a preliminary determination of Indemnitee's ultimate entitlement to indemnification hereunder, advance all Expenses incurred by or on behalf of Indemnitee in connection with such Proceeding. The Company shall make such advance within twenty days after the receipt by the Company of a statement or statements requesting such advance from time to time, whether prior to or after final disposition of such Proceeding, which advance may be in the form of, in the reasonable discretion of Indemnitee (but without duplication), (a) payment of such Expenses directly to third parties on behalf of Indemnitee, (b) advance of funds to Indemnitee in an amount sufficient to pay such Expenses or (c) reimbursement to Indemnitee for Indemnitee's payment of such Expenses. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written affirmation by Indemnitee and a written undertaking by or on behalf of Indemnitee, in substantially the form attached hereto as Exhibit A or in such form as may be required under applicable law as in effect at the time of the execution thereof. To the extent that Expenses advanced to Indemnitee do not relate to a specific claim, issue or matter in the Proceeding, such Expenses shall be allocated on a reasonable and proportionate basis. The undertaking required by this Section 8 shall be an unlimited general obligation by or on behalf of Indemnitee and shall be accepted without reference to Indemnitee's financial ability to repay such advanced Expenses and without any requirement to post security therefor.

Section 9. Indemnification and Advance of Expenses as a Witness or Other Participant. Notwithstanding any other provision of this Agreement, to the extent that Indemnitee is or may be, by reason of Indemnitee's Corporate Status, made a witness or otherwise asked to participate in any Proceeding, whether instituted by the Company or any other person, and to which Indemnitee is not a party, Indemnitee shall be advanced and indemnified against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith within ten days after the receipt by the Company of a statement or statements requesting any such advance or indemnification from time to time, whether prior to or after final disposition of such Proceeding. Such statement or statements shall reasonably evidence the Expenses incurred by Indemnitee. In connection with any such advance of Expenses, the

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Company may require Indemnitee to provide an undertaking and affirmation substantially in the form attached hereto as Exhibit A.

Section 10. Procedure for Determination of Entitlement to Indemnification.

(a) To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and is reasonably necessary or appropriate to determine whether and to what extent Indemnitee is entitled to indemnification. Indemnitee may submit one or more such requests from time to time and at such time(s) as Indemnitee deems appropriate in Indemnitee's sole discretion. The officer of the Company receiving any such request from Indemnitee shall, promptly upon receipt of such a request for indemnification, advise the Board of Directors in writing that Indemnitee has requested indemnification.

(b) Upon written request by Indemnitee for indemnification pursuant to Section 10(a) above, a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall promptly be made in the specific case: (i) if a Change in Control has occurred, by Independent Counsel, in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee, which Independent Counsel shall be selected by Indemnitee and approved by the Board of Directors in accordance with Section 2-418(e)(2)(ii) of the MGCL, which approval shall not be unreasonably withheld; or (ii) if a Change in Control has not occurred, (A) by a majority vote of the Disinterested Directors or by the majority vote of a group of Disinterested Directors designated by the Disinterested Directors to make the determination, (B) if Independent Counsel has been selected by the Board of Directors in accordance with Section 2-418(e)(2)(ii) of the MGCL and approved by Indemnitee, which approval shall not be unreasonably withheld or delayed, by Independent Counsel, in a written opinion to the Board of Directors, a copy of which shall be delivered to Indemnitee or (C) if so directed by the Board of Directors, by the stockholders of the Company, other than directors or officers who are parties to the Proceeding. If it is so determined that Indemnitee is entitled to indemnification, the Company shall make payment to Indemnitee within ten days after such determination. Indemnitee shall cooperate with the person, persons or entity making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably necessary or appropriate to such determination in the discretion of the Board of Directors or Independent Counsel if retained pursuant to clause (ii)(B) of this Section 10(b). Any Expenses incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company shall indemnify and hold Indemnitee harmless therefrom.

(c) The Company shall pay the reasonable fees and expenses of Independent Counsel, if one is appointed.

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Section 11. Presumptions and Effect of Certain Proceedings.

(a) In making any determination with respect to entitlement to indemnification hereunder, the person or persons or entity making such determination shall presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 10(a) of this Agreement, and the Company shall have the burden of overcoming that presumption in connection with the making of any determination contrary to that presumption.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, upon a plea of *nolo contendere* or its equivalent, or entry of an order of probation prior to judgment, does not create a presumption that Indemnitee did not meet the requisite standard of conduct described herein for indemnification.

(c) The knowledge and/or actions, or failure to act, of any other director, officer, employee or agent of the Company or any other director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any other foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise shall not be imputed to Indemnitee for purposes of determining any other right to indemnification under this Agreement.

Section 12. Remedies of Indemnitee.

(a) If (i) a determination is made pursuant to Section 10(b) of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advance of Expenses is not timely made pursuant to Sections 8 or 9 of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10(b) of this Agreement within 60 days after receipt by the Company of the request for indemnification, (iv) payment of indemnification is not made pursuant to Sections 7 or 9 of this Agreement within ten days after receipt by the Company of a written request therefor, or (v) payment of indemnification pursuant to any other section of this Agreement or the charter or Bylaws of the Company is not made within ten days after a determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled to an adjudication in an appropriate court located in the State of Maryland, or in any other court of competent jurisdiction, or in an arbitration conducted by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association, of Indemnitee's entitlement to indemnification or advance of Expenses. Indemnitee shall commence a proceeding seeking an adjudication or an award in arbitration within 180 days following the date on which Indemnitee first has the right to commence such proceeding pursuant to this Section 12(a); *provided, however*, that the foregoing clause shall not apply to a proceeding brought by Indemnitee to enforce Indemnitee's rights under Section 7 of this Agreement. Except as set forth herein, the provisions of Maryland law (without regard to its conflicts of laws rules) shall apply to any such arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or award in arbitration.

(b) In any judicial proceeding or arbitration commenced pursuant to this Section 12, Indemnitee shall be presumed to be entitled to indemnification or advance of Expenses, as the case may be, under this Agreement and the Company shall have the burden of

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proving that Indemnitee is not entitled to indemnification or advance of Expenses, as the case may be. If Indemnitee commences a judicial proceeding or arbitration pursuant to this Section 12, Indemnitee shall not be required to reimburse the Company for any advances pursuant to Section 8 of this Agreement until a final determination is made with respect to Indemnitee's entitlement to indemnification (as to which all rights of appeal have been exhausted or lapsed). The Company shall, to the fullest extent not prohibited by law, be precluded from asserting in any judicial proceeding or arbitration commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court or before any such arbitrator that the Company is bound by all of the provisions of this Agreement.

(c) If a determination shall have been made pursuant to Section 10(b) of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding or arbitration commenced pursuant to this Section 12, absent a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification that was not disclosed in connection with the determination.

(d) In the event that Indemnitee is successful in seeking, pursuant to this Section 12, a judicial adjudication of or an award in arbitration to enforce Indemnitee's rights under, or to recover damages for breach of, this Agreement, Indemnitee shall be entitled to recover from the Company, and shall be indemnified by the Company for, any and all Expenses actually and reasonably incurred by Indemnitee in such judicial adjudication or arbitration. If it shall be determined in such judicial adjudication or arbitration that Indemnitee is entitled to receive part but not all of the indemnification or advance of Expenses sought, the Expenses incurred by Indemnitee in connection with such judicial adjudication or arbitration shall be appropriately prorated.

(e) Interest shall be paid by the Company to Indemnitee at the maximum rate allowed to be charged for judgments under the Courts and Judicial Proceedings Article of the Annotated Code of Maryland for amounts which the Company pays or is obligated to pay for the period (i) commencing with either the tenth day after the date on which the Company was requested to advance Expenses in accordance with Sections 8 or 9 of this Agreement or the 60<sup>th</sup> day after the date on which the Company was requested to make the determination of entitlement to indemnification under Section 10(b) of this Agreement, as applicable, and (ii) ending on the date such payment is made to Indemnitee by the Company.

Section 13. Defense of the Underlying Proceeding.

(a) Indemnitee shall notify the Company promptly in writing upon being served with any summons, citation, subpoena, complaint, indictment, request or other document relating to any Proceeding which may result in the right to indemnification or the advance of Expenses hereunder and shall include with such notice a description of the nature of the Proceeding and a summary of the facts underlying the Proceeding. The failure to give any such notice shall not disqualify Indemnitee from the right, or otherwise affect in any manner any right of Indemnitee, to indemnification or the advance of Expenses under this Agreement unless the Company's ability to defend in such Proceeding or to obtain proceeds under any insurance policy is

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materially and adversely prejudiced thereby, and then only to the extent the Company is thereby actually so prejudiced.

(b) Subject to the provisions of the last sentence of this Section 13(b) and of Section 13(c) below, the Company shall have the right to defend Indemnitee in any Proceeding which may give rise to indemnification hereunder; *provided, however*, that the Company shall notify Indemnitee of any such decision to defend within 15 calendar days following receipt of notice of any such Proceeding under Section 13(a) above. The Company shall not, without the prior written consent of Indemnitee, which shall not be unreasonably withheld or delayed, consent to the entry of any judgment against Indemnitee or enter into any settlement or compromise which (i) includes an admission of fault of Indemnitee, (ii) does not include, as an unconditional term thereof, the full release of Indemnitee from all liability in respect of such Proceeding, which release shall be in form and substance reasonably satisfactory to Indemnitee, or (iii) would impose any Expense, judgment, fine, penalty or limitation on Indemnitee. This Section 13(b) shall not apply to a Proceeding brought by Indemnitee under Section 12 of this Agreement.

(c) Notwithstanding the provisions of Section 13(b) above, if in a Proceeding to which Indemnitee is a party by reason of Indemnitee's Corporate Status, (i) Indemnitee reasonably concludes, based upon an opinion of counsel approved by the Company, which approval shall not be unreasonably withheld or delayed, that Indemnitee may have separate defenses or counterclaims to assert with respect to any issue which may not be consistent with other defendants in such Proceeding, (ii) Indemnitee reasonably concludes, based upon an opinion of counsel approved by the Company, which approval shall not be unreasonably withheld or delayed, that an actual or apparent conflict of interest or potential conflict of interest exists between Indemnitee and the Company, or (iii) if the Company fails to assume the defense of such Proceeding in a timely manner, Indemnitee shall be entitled to be represented by separate legal counsel of Indemnitee's choice, subject to the prior approval of the Company, which approval shall not be unreasonably withheld or delayed, at the expense of the Company. In addition, if the Company fails to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any Proceeding to deny or to recover from Indemnitee the benefits intended to be provided to Indemnitee hereunder, Indemnitee shall have the right to retain counsel of Indemnitee's choice, subject to the prior approval of the Company, which approval shall not be unreasonably withheld or delayed, at the expense of the Company (subject to Section 12(d) of this Agreement), to represent Indemnitee in connection with any such matter.

Section 14. Non-Exclusivity; Survival of Rights; Subrogation.

(a) The rights of indemnification and advance of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the charter or Bylaws of the Company, any agreement or a resolution of the stockholders entitled to vote generally in the election of directors or of the Board of Directors, or otherwise. Unless consented to in writing by Indemnitee, no amendment, alteration or repeal of the charter or Bylaws of the Company, this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such

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amendment, alteration or repeal, regardless of whether a claim with respect to such action or inaction is raised prior or subsequent to such amendment, alteration or repeal. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right or remedy shall be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion of any right or remedy hereunder, or otherwise, shall not prohibit the concurrent assertion or employment of any other right or remedy.

(b) In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnatee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

(c) Insurance.

(d) The Company will use its reasonable best efforts to acquire directors and officers liability insurance, on terms and conditions deemed appropriate by the Board of Directors, with the advice of counsel, covering Indemnatee or any claim made against Indemnatee by reason of Indemnatee's Corporate Status and covering the Company for any indemnification or advance of Expenses made by the Company to Indemnatee for any claims made against Indemnatee by reason of Indemnatee's Corporate Status. In the event of a Change in Control, the Company shall maintain in force for a period of six years directors and officers liability insurance policies with terms and conditions that are substantially the same as any and all directors and officers liability insurance policies that were maintained by the Company immediately prior to the Change in Control, and with an insurance carrier or carriers and through an insurance broker with materially similar credentials and reputation as the carriers and broker in place immediately prior to the Change in Control; *provided, however*, (i) if the carriers will not offer the same policy and an expiring policy needs to be replaced, a policy substantially comparable in scope and amount shall be obtained and (ii) if any replacement insurance carrier is necessary to obtain a policy substantially comparable in scope and amount, such insurance carrier shall have an AM Best rating that is the same or better than the AM Best rating of the existing insurance carrier; provided, further, however, in no event shall the Company be required to expend in the aggregate in excess of 250% of the annual premium or premiums paid by the Company for directors and officers liability insurance in effect on the date of the Change in Control. In the event that 250% of the annual premium paid by the Company for such existing directors and officers liability insurance is insufficient for such coverage, the Company shall spend up to that amount to purchase such lesser coverage as may be obtained with such amount.

(e) Without in any way limiting any other obligation under this Agreement, the Company shall indemnify Indemnatee for any payment by Indemnatee which would otherwise be indemnifiable hereunder arising out of the amount of any deductible or retention and the amount of any excess of the aggregate of all judgments, penalties, fines, settlements and Expenses incurred by Indemnatee in connection with a Proceeding over the coverage of any insurance referred to in Section 15(a). The purchase, establishment and maintenance of any such insurance shall not in any way limit or affect the rights or obligations of the Company or Indemnatee under this Agreement except as expressly provided herein, and the execution and delivery of this

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Agreement by the Company and Indemnitee shall not in any way limit or affect the rights or obligations of the Company under any such insurance policies. If, at the time the Company receives notice from any source of a Proceeding to which Indemnitee is a party or a participant (as a witness or otherwise) the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies.

(f) The Indemnitee shall cooperate with the Company or any insurance carrier of the Company with respect to any Proceeding.

Section 15. Coordination of Payments. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable or payable or reimbursable as Expenses hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 16. Contribution. If the indemnification provided in this Agreement is unavailable in whole or in part and may not be paid to Indemnitee for any reason, other than for failure to satisfy the standard of conduct set forth in Section 4 or due to the provisions of Section 5, then, with respect to any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), to the fullest extent permissible under applicable law, the Company, in lieu of indemnifying and holding harmless Indemnitee, shall pay, in the first instance, the entire amount incurred by Indemnitee, whether for Expenses, judgments, penalties, and/or amounts paid or to be paid in settlement, in connection with any Proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have at any time against Indemnitee.

Section 17. Reports to Stockholders. To the extent required by the MGCL, the Company shall report in writing to its stockholders the payment of any amounts for indemnification of, or advance of Expenses to, Indemnitee under this Agreement arising out of a Proceeding by or in the right of the Company with the notice of the meeting of stockholders of the Company next following the date of the payment of any such indemnification or advance of Expenses or prior to such meeting.

Section 18. Duration of Agreement; Binding Effect.

(a) This Agreement shall continue until and terminate on the later of (i) the date that Indemnitee shall have ceased to serve as a director, officer, employee or agent of the Company or as a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any other foreign or domestic corporation, real estate investment trust, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving in such capacity at the request of the Company and (ii) the date that Indemnitee is no longer subject to any actual or possible Proceeding (including any rights of appeal thereto and any Proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement).

(b) The indemnification and advance of Expenses provided by, or granted pursuant to, this Agreement shall be binding upon and be enforceable by the parties

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hereto and their respective successors and assigns (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), shall continue as to an Indemnitee who has ceased to be a director, officer, employee or agent of the Company or a director, trustee, officer, partner, manager, managing member, fiduciary, employee or agent of any other foreign or domestic corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise that such person is or was serving in such capacity at the request of the Company, and shall inure to the benefit of Indemnitee and Indemnitee's spouse, assigns, heirs, devisees, executors and administrators and other legal representatives.

(c) The Company shall require and cause any successor (whether direct or indirect by purchase, merger, consolidation or otherwise) to all, substantially all or a substantial part, of the business and/or assets of the Company, by written agreement in form and substance satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place.

(d) The Company and Indemnitee agree that a monetary remedy for breach of this Agreement, at some later date, may be inadequate, impracticable and difficult of proof, and further agree that such breach may cause Indemnitee irreparable harm. Accordingly, the parties hereto agree that Indemnitee may enforce this Agreement by seeking injunctive relief and/or specific performance hereof, without any necessity of showing actual damage or irreparable harm and that by seeking injunctive relief and/or specific performance, Indemnitee shall not be precluded from seeking or obtaining any other relief to which Indemnitee may be entitled. Indemnitee shall further be entitled to such specific performance and injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bonds or other undertakings in connection therewith. The Company acknowledges that, in the absence of a waiver, a bond or undertaking may be required of Indemnitee by a court, and the Company hereby waives any such requirement of such a bond or undertaking.

Section 19. Severability. If any provision or provisions of this Agreement shall be held to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

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Section 20. Counterparts. This Agreement may be executed in one or more counterparts, (delivery of which may be by facsimile, or via e-mail as a portable document format (.pdf) or other electronic format), each of which will be deemed to be an original, and it will not be necessary in making proof of this Agreement or the terms of this Agreement to produce or account for more than one such counterpart. One such counterpart signed by the party against whom enforceability is sought shall be sufficient to evidence the existence of this Agreement.

Section 21. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 22. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor, unless otherwise expressly stated, shall such waiver constitute a continuing waiver.

Section 23. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, on the day of such delivery, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

- (a) If to Indemnitee, to the address set forth on the signature page hereto.
- (b) If to the Company, to:

Impac Mortgage Holdings, Inc.  
19500 Jamboree Road  
Irvine, California 92612

or to such other address as may have been furnished in writing to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

Section 24. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws rules.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

**Impac Mortgage Holdings, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

INDEMNITEE

\_\_\_\_\_  
Name:  
Address:



## EXHIBIT A

## AFFIRMATION AND UNDERTAKING TO REPAY EXPENSES ADVANCED

To: The Board of Directors of \_\_\_\_\_.

Re: Affirmation and Undertaking

Ladies and Gentlemen:

This Affirmation and Undertaking is being provided pursuant to that certain Indemnification Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a Maryland corporation (the "Company"), and the undersigned Indemnitee (the "Indemnification Agreement"), pursuant to which I am entitled to advance of Expenses in connection with **[Description of Proceeding]** (the "Proceeding").

Terms used herein and not otherwise defined shall have the meanings specified in the Indemnification Agreement.

I am subject to the Proceeding by reason of my Corporate Status or by reason of alleged actions or omissions by me in such capacity. I hereby affirm my good faith belief that at all times, insofar as I was involved as **[a director] [and] [an officer]** of the Company, in any of the facts or events giving rise to the Proceeding, I (1) did not act with bad faith or active or deliberate dishonesty, (2) did not receive any improper personal benefit in money, property or services and (3) in the case of any criminal proceeding, had no reasonable cause to believe that any act or omission by me was unlawful.

In consideration of the advance by the Company for Expenses incurred by me in connection with the Proceeding (the "Advanced Expenses"), I hereby agree that if, in connection with the Proceeding, it is established that (1) an act or omission by me was material to the matter giving rise to the Proceeding and (a) was committed in bad faith or (b) was the result of active and deliberate dishonesty or (2) I actually received an improper personal benefit in money, property or services or (3) in the case of any criminal proceeding, I had reasonable cause to believe that the act or omission was unlawful, then I shall promptly reimburse the portion of the Advanced Expenses relating to the claims, issues or matters in the Proceeding as to which the foregoing findings have been established.

IN WITNESS WHEREOF, I have executed this Affirmation and Undertaking on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name: \_\_\_\_\_

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**Exhibit 10.3(a)**  
DIRECTORS AND OFFICERS WHO EXECUTED INDEMNIFICATION AGREEMENTS DATED AS OF  
AUGUST 3, 2018

Frank Philipps

Stewart Koenigsberg

Richard Pickup

Thomas Akin

George Mangiaracina

Brian Kuelbs

Ron Morrison

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## CERTIFICATION

I, George Mangiaracina, 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/ GEORGE MANGIARACINA

George Mangiaracina  
Chief Executive Officer  
August 9, 2018

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## CERTIFICATION

I, Brian Kuelbs, 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/ BRIAN KUELBS  
Brian Kuelbs  
*Chief Financial Officer*  
August 9, 2018

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**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 June 30, 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/ GEORGE MANGIARACINA

George Mangiaracina  
*Chief Executive Officer*  
August 9, 2018

/s/ BRIAN KUELBS

Brian Kuelbs  
*Chief Financial Officer*  
August 9, 2018

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