Docket #0250 Date Filed: 09/17/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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US BANKRUPTCY COURT
DISTRICT OF DELAWARE

In re:	**Chapter 11**
IMPAC MORTGAGE HOLDINGS, INC., et al., Reorganized Debtors.	**Case No. 26-10593 (CTG)** (Jointly Administered)

Hearing Date: October 19, 2026 at 3pm (ET)
Objection Deadline: October 9, 2026 at 4:00 p.m. (ET)

NOTICE OF MOTION OF WASEEM NAIK FOR INTERPRETATION AND CLARIFICATION AND, ONLY TO THE EXTENT NECESSARY, AN INDICATIVE RULING

PLEASE TAKE NOTICE that Waseem Naik filed the attached motion for interpretation and clarification of the Confirmation Order and, only to the extent necessary, an indicative ruling under Federal Rule of Bankruptcy Procedure 8008 (the "Motion").

PLEASE TAKE FURTHER NOTICE that a hearing on the Motion will be held on **October 19, 2026 at 3pm** before the Honorable Craig T. Goldblatt, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801.

This proceeding is expected to be conducted in person unless otherwise ordered. A permitted remote participant must register through the Court's

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eCourtAppearances tool by 4:00 p.m. Eastern Time on the business day before the hearing, unless the hearing notice provides a different deadline. eCourtAppearances is an appearance-registration system; it is not a filing or service method.

PLEASE TAKE FURTHER NOTICE that objections must be filed with the Clerk and served so as to be received by **October 9, 2026 at 4:00 p.m. (Eastern Time)** by Waseem Naik at the address and email below and by counsel identified in the certificate of service.

IF NO OBJECTION IS TIMELY FILED AND SERVED, THE COURT MAY GRANT THE MOTION AND ENTER AN ORDER WITHOUT A HEARING.

Dated: **September 17, 2026**

/s/ Waseem Naik
Waseem Naik
Appellant and Claimant, Pro Se
22 Hanover Court Princeton, New Jersey 08540
Telephone: (609) 379-2677
Email: waseemnaik@gmail.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	**Chapter 11**
IMPAC MORTGAGE HOLDINGS, INC., et al., Reorganized Debtors.	**Case No. 26-10593 (CTG)** (Jointly Administered)

MOTION OF WASEEM NAIK FOR INTERPRETATION AND CLARIFICATION OF THE CONFIRMATION ORDER AND, ONLY TO THE EXTENT NECESSARY, AN INDICATIVE RULING UNDER FED. R. BANKR. P. 8008

Appellant and claimant Waseem Naik ("Movant"), appearing *pro se*, respectfully moves for a narrow interpretation and clarification of the *Findings of Fact, Conclusions of Law, and Order Confirming the Prepackaged Joint Chapter 11 Plan of Reorganization of Impac Mortgage Holdings, Inc. and Its Debtor Affiliates* (D.I. 165) (the "Confirmation Order"). The requested clarification is that paragraphs 46 and 47 of the Confirmation Order—including paragraph 47(e)'s pre-confirmation-motion proviso for setoff and subrogation—do not themselves bar Movant from asserting a defense, including recoupment used solely as a defense, to reduce or defeat a claim or request for relief asserted against him by, in the name of, or on behalf of a Debtor, Reorganized Debtor, or Released Party, if that defense independently exists under applicable nonbankruptcy law.

Movant does not ask this Court to determine that recoupment or any other defense exists, permit an affirmative recovery, adjudicate any issue before a New Jersey court, decide mortgage ownership, compel production of any document, or alter the treatment of Proof of Claim Nos. 12 or 64. If the Court concludes that the pending appeal prevents it from entering the requested clarification, Movant alternatively requests an indicative ruling under Federal Rule of Bankruptcy Procedure 8008(a)(3) or (4).

PRELIMINARY STATEMENT

This Motion presents one narrow question: whether the Confirmation Order itself bars Movant from asserting an otherwise valid defense—including recoupment used solely defensively—against a claim or request for relief asserted by, in the name of, or on behalf of a Debtor, Reorganized Debtor, or Released Party.

The question is concrete because the pending New Jersey appeal remains captioned *Impac Mortgage Corp. v. Naik*. The Reorganized Debtors' production documents LoanCare's contractual authority to select counsel and manage single-loan litigation on Impac Mortgage Corp.'s behalf, and counsel for the Reorganized Debtors has stated that KML Law Firm's recent filings were handled at LoanCare's direction. The present source and scope of that authority remain unresolved.

Movant does not ask this Court to decide who owns or enforces the mortgage, whether LoanCare or KML is presently authorized to act, whether any servicing error or indemnification obligation exists, or whether any defense succeeds under nonbankruptcy law. He asks only for a narrow interpretation of this Court's Confirmation Order that preserves adjudication of those questions in the proper forum without disturbing the Plan, its implementation, or claims administration.

BACKGROUND

1. The Court entered the Confirmation Order on May 29, 2026. Movant filed a notice of appeal on June 12, 2026 (D.I. 170). The appeal is pending as *Naik v. Impac Mortgage Holdings, Inc., et al.*, C.A. No. 26-00692 (MN).
2. Paragraph 46 of the Confirmation Order incorporates the Plan's discharge provisions. Paragraph 47 incorporates the Plan injunction. Paragraph 47(b) addresses proceedings against the Debtors, their Estates, the Reorganized Debtors, and the Released Parties. Paragraph 47(e) addresses "setoff or subrogation" and permits those rights only to the extent a motion was timely filed before confirmation. Paragraph 47(e) does not identify recoupment.
3. The Plan separately addresses setoff and recoupment in section 8.10, but that provision governs rights of the Plan Administrator or Reorganized Debtors

against distributions on claims. Confirmation Order paragraph 38 expressly preserves setoff, subrogation, and recoupment for the Headquarters Landlord, and paragraph 49 separately preserves setoff and recoupment for the United States. The differing language creates a concrete need to determine what paragraphs 46 and 47 do—and do not—prohibit.

4. New Jersey Appellate Division Docket No. A-002369-25 remains captioned *Impac Mortgage Corp. v. Naik* and arises from the foreclosure action filed under Mercer County Docket No. F-028748-15. While that appeal was pending, counsel acting for the plaintiff sought to vacate the 2017 foreclosure judgment and dismiss the trial-court action. The resulting May 22, 2026 order records the application as unopposed, vacates the judgment and writ, and dismisses the trial-court action without prejudice.

5. Movant seeks through this Motion only to preserve defenses to any claim or request for relief pursued against him. Movant does not seek affirmative recovery through this Motion, and nothing requested herein abandons, waives, or adjudicates Proof of Claim Nos. 12 or 64, any issue raised in the pending confirmation appeal, or any right or remedy that may otherwise exist in another forum.

6. On September 8, 2026, the District Court issued an opinion in related C.A. No. 26-00844-MN. The opinion states, among other things, that Movant did not opt

into the third-party release, that Proof of Claim Nos. 12 and 64 remain subject to ordinary claims administration, and that the non-Debtor entity presently prosecuting the foreclosure is not bound by the Plan. The opinion did not interpret whether paragraphs 46 and 47 restrict defenses to claims or relief asserted by a Debtor, Reorganized Debtor, or Released Party in the separate proceeding captioned with Impac Mortgage Corp.

7. The Reorganized Debtors' production documents LoanCare's contractual litigation role for Impac Mortgage Corp. The governing agreements authorized LoanCare to select foreclosure counsel and manage single-loan litigation on behalf of the lender/servicer or investor. See Declaration of Waseem Naik ("Naik Decl.") ¶ 7 & Ex. 4 at ReorgIMC003082–003083, 003102–003103. A 2014 amendment made the agreement's rights, obligations, and liabilities the direct rights, obligations, and liabilities of Impac Mortgage Corp. Id. at ReorgIMC002558–002559. The 2015 Impac Mortgage Corp.–LoanCare agreement repeated the foreclosure-management and single-loan-litigation provisions. Id. at ReorgIMC002857–002858, 002877–002878.

8. Powers of attorney authorized LoanCare to execute foreclosure documents and fulfill servicing obligations on Impac Mortgage Corp.'s behalf. See Naik Decl. ¶ 7 & Ex. 4 at ReorgIMC003127–003128, 002916–002918. The 2015 power continued until revoked or terminated and provided that revocation was

ineffective as to a third party until that third party learned of it. Id. at ReorgIMC002916–002918. A 2019 amendment preserved the 2015 agreement's unmodified terms. Id. at ReorgIMC002931–002933.

9. On August 24, 2026, counsel for the Reorganized Debtors stated that KML Law Firm handled recent filings in the 2015 foreclosure action "apparently at the direction of the former servicer, LoanCare," and that counsel was informed KML acted at LoanCare's direction, but not at the Reorganized Debtors' direction. See Naik Decl. ¶ 6 & Ex. 3 at 2. The produced agreements and counsel's statement document historical litigation authority and current activity in Impac Mortgage Corp.'s name, while leaving the present source and scope of LoanCare's and KML's authority unresolved. See also Naik Decl. ¶ 7 & Ex. 4.

10. A related transaction sequence documents why the 2023 servicing transfer did not necessarily eliminate every Impac-side interest concerning pre-transfer conduct. Impac Funding instructed LoanCare regarding the transfer of identified master-serviced portfolios, including LoanCare-serviced IMPAC CMB 2003-9 loans, to Nationstar. See Naik Decl. ¶ 7 & Ex. 4 at ReorgIMC002840–002842. The March 24, 2023 Impac Funding–Nationstar Purchase Agreement identifies IMPAC CMB 2003-9F as an Assumed Contract. See Naik Decl. ¶ 8 & Ex. 5 at ReorgIMC003050–003068. The agreement provides that Nationstar did not assume qualifying losses, expenses, fees, and

costs arising from servicing errors or actions taken while a mortgage loan was master serviced by Impac Funding; treats Impac Funding's other liabilities as excluded liabilities; requires post-closing cooperation in proceedings involving pre-closing Portfolio conduct; and provides indemnification concerning qualifying pre-closing servicing or master-servicing errors. Id. at ReorgIMC003052, 003057–003058. Those provisions do not establish that any servicing error occurred concerning Movant's loan or that liability passed automatically between the Impac entities and LoanCare.

11. A recorded February 12, 2026 assignment identifies Rocket Mortgage, LLC, Nationstar's successor by merger, as assignor and IMPAC CMB Trust Series 2003-9F as assignee of the mortgage concerning 22 Hanover Court. See Naik Decl. ¶ 8 & Ex. 6. Read together, the documents establish a LoanCare-directed litigation path in Impac Mortgage Corp.'s name and a separate Nationstar-to-2003-9F transaction path. See Naik Decl. ¶¶ 6–8 & Exs. 3–6. They do not establish the loan-specific contractual bridge between Impac Funding and Impac Mortgage Corp. or determine whose liability, if any, KML is presently defending.

12. Movant offers the materials obtained or identified after confirmation only to explain the present need to interpret the Confirmation Order. Movant does not ask the Court to determine whether LoanCare or KML possesses authority

under nonbankruptcy law, whether any authority was revoked or terminated, whether any servicing error or indemnification right exists, who owns or enforces the mortgage, or whether any party acted improperly. Those matters remain for a court with jurisdiction over the particular dispute.

13. Movant does not seek to unwind the Plan, disturb financing, affect reorganized equity, alter distributions, obtain priority for Proof of Claim Nos. 12 or 64, or determine the allowance of either claim through this Motion.

JURISDICTION, AUTHORITY, AND RULE 8008

14. The Court retained jurisdiction to interpret and enforce the Plan and Confirmation Order. Confirmation Order ¶ 53; Plan § 11(f)–(o); 11 U.S.C. §§ 105(a), 1142.

15. Movant consents to entry of final orders or judgments by this Court if it is determined that the Court, absent consent, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

16. Bankruptcy courts have jurisdiction to interpret and enforce their own prior orders. *Travelers Indemnity Co. v. Bailey*, 557 U.S. 137, 151 (2009); *In re Essar Steel Minnesota, LLC*, 47 F.4th 193, 200–06 (3d Cir. 2022). The requested relief interprets the existing text and does not seek to alter the Confirmation Order.

17. This Motion is timely because it concerns the present effect of the Confirmation Order in light of proceedings and materials identified after confirmation, and it was filed while the appeal remained pending. If the Court concludes that the requested clarification would modify the Confirmation Order or otherwise exceeds its authority while C.A. No. 26-00692-MN is pending, Rule 8008 provides the alternative procedure. Under Rule 8008(a), the Court may defer consideration, deny the Motion, state that it would grant the Motion if the District Court remands, or state that the Motion raises a substantial issue.

ARGUMENT

I. The requested interpretation follows the text of paragraph 47(e).

18. Paragraph 47(e) bars "setoff or subrogation" absent a timely pre-confirmation motion. It does not say "recoupment." Elsewhere, the Plan and Confirmation Order use "setoff" and "recoupment" separately, demonstrating that the instruments distinguish the doctrines. Plan § 8.10; Confirmation Order ¶¶ 38, 49.

19. Recoupment is a defense that may reduce a recovery when competing obligations arise from the same transaction; it does not permit affirmative recovery. *In re University Medical Center*, 973 F.2d 1065, 1079–80 (3d Cir. 1992). Movant requests no ruling that this standard is satisfied on any facts.

20. The requested clarification therefore does not excuse an untimely setoff motion, adjudicate mutuality under 11 U.S.C. § 553, or convert an affirmative claim into a defense. It states only that the Confirmation Order does not itself eliminate a defense—including recoupment used solely defensively—that independently exists under applicable law.

II. The clarification is narrow and does not disturb the Plan or decide any nonbankruptcy dispute.

21. The requested order would apply only when a claim or request for relief is asserted against Movant by, in the name of, or on behalf of a Debtor, Reorganized Debtor, or Released Party. It would not authorize Movant to recover money or property from such an entity, continue an affirmative discharged claim, or assert recoupment against a non-Debtor that does not arise from the same transaction.

22. Whether a particular defense exists, whether the same-transaction requirement is met, who owns or enforces the mortgage, who possesses litigation authority, and what effect to give the May 22, 2026 New Jersey order remain for the court with jurisdiction over the particular dispute. This Court need decide none of those issues to clarify the effect of its own Confirmation Order.

23. Because the requested interpretation does not affect Plan transactions, distributions, financing, reorganized equity, or claims treatment, it does not implicate Plan unwinding or equitable-mootness concerns.

III. Alternatively, the Motion supports an indicative ruling.

24. If the pending appeal prevents immediate clarification, the interaction among paragraphs 46 and 47, Plan section 8.10, and defensive recoupment presents a substantial issue under Rule 8008(a)(4).

25. The Court may alternatively state under Rule 8008(a)(3) that it would grant the narrow clarification if the District Court remands for that purpose. Movant would then promptly notify the District Court under Rule 8008(b), and the District Court could determine whether a limited remand is appropriate under Rule 8008(c).

CONCLUSION

Movant respectfully requests an order:

1. clarifying that paragraphs 46 and 47 of the Confirmation Order, including paragraph 47(e)'s pre-confirmation-motion proviso for setoff and subrogation, do not themselves bar Movant from asserting a defense, including recoupment used solely as a defense, to reduce or defeat a claim or request for relief asserted against him by, in the name of, or on behalf of a Debtor, Reorganized Debtor, or Released Party, if that defense independently exists under applicable nonbankruptcy law;

2. confirming that the order does not determine whether any defense exists, permit affirmative recovery, adjudicate any New Jersey issue, determine mortgage

ownership or litigation authority, compel discovery, excuse an untimely setoff motion, or alter the treatment of Proof of Claim Nos. 12 or 64;

3. alternatively, stating under Rule 8008(a)(3) that the Court would grant that clarification upon remand, or under Rule 8008(a)(4) that the Motion raises a substantial issue; and

4. granting such other relief as is consistent with the Motion's narrow scope.

Dated: September 17, 2026
Princeton, New Jersey

Respectfully submitted,

/s/ Waseem Naik
Waseem Naik
Appellant and Claimant, Pro Se
22 Hanover Court Princeton, New Jersey 08540
Telephone: (609) 379-2677
Email: waseemnaik@gmail.com

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	**Chapter 11**
IMPAC MORTGAGE HOLDINGS, INC., et al., Reorganized Debtors.	**Case No. 26-10593 (CTG)** (Jointly Administered)

DECLARATION OF WASEEM NAIK IN SUPPORT OF MOTION

I, Waseem Naik, declare under penalty of perjury:

1. I am the Movant and appear *pro se*. Except where I identify a court record or produced document, the facts below are based on my personal knowledge.

2. New Jersey Appellate Division Docket No. A-002369-25 remains captioned *Impac Mortgage Corp. v. Naik* and concerns the foreclosure action filed under Mercer County Docket No. F-028748-15.

3. Attached as **Exhibit 1** is a true and correct copy of an April 2026 email exchange preserved from my Gmail account. It identifies counsel acting for the plaintiff in A-002369-25 and discusses an application to vacate the foreclosure judgment and dismiss the action while the appeal was pending.

4. Attached as **Exhibit 2** is a true and correct copy of the May 22, 2026 New Jersey order. The order records the application as unopposed, vacates the 2017 judgment and writ, and dismisses the action without prejudice.

5. On August 6, 2026, counsel for the Reorganized Debtors transmitted a voluntary production numbered ReorgIMC000001 through ReorgIMC003171.

6. Attached as **Exhibit 3** is a true and correct copy of an August 24, 2026 letter from Daniel B. Besikof, Esq. counsel for the Reorganized Debtors. The letter states that recent filings in the 2015 foreclosure action were handled by KML Law Firm, "apparently at the direction of the former servicer, LoanCare," and that counsel was informed KML had acted at LoanCare's direction, but not at the direction of the Reorganized Debtors.

7. Attached as **Exhibit 4** are true and correct excerpts from the Reorganized Debtors' voluntary production. ReorgIMC003082–003083 and ReorgIMC003102–003103 contain the 2013 agreement's foreclosure-management and single-loan-litigation provisions. ReorgIMC002558–002559 identifies Impac Mortgage Corp. as successor to Excel Mortgage Servicing, Inc. under that agreement. ReorgIMC002843, ReorgIMC002857–002858, and ReorgIMC002877–002878 contain the corresponding provisions of the 2015 Impac Mortgage Corp.–LoanCare agreement. ReorgIMC003127–003128 and ReorgIMC002916–002918 contain powers of attorney granted to LoanCare. ReorgIMC002931–002933 is a 2019 amendment preserving the 2015 agreement's unmodified terms. ReorgIMC002840–002842 concerns Impac Funding Corporation's 2023 transfer instructions to LoanCare.

8. Attached as **Exhibit 5** is a true and correct copy of the complete March 24, 2023 Impac Funding Corporation–Nationstar Mortgage LLC Purchase Agreement as produced at ReorgIMC003050–003068. It identifies IMPAC CMB 2003-9F as an Assumed Contract and incorporates unproduced Schedule C, "Legal Proceedings." It also provides that Nationstar did not assume qualifying losses, expenses, fees, and costs arising from servicing errors or actions taken while a mortgage loan was master serviced by Impac Funding; treats Impac Funding's other liabilities as excluded liabilities; requires Impac Funding's cooperation in proceedings involving pre-closing Portfolio conduct; and provides indemnification concerning qualifying pre-closing servicing or master-servicing errors. ReorgIMC003052, 003057–003058. Official Form 204 filed in In re IMH Assets Corp., Case No. 26-10597 (CTG), D.I. 1 at 8, lists Nationstar Mortgage d/b/a Mr. Cooper with a disputed $280,000 unsecured trade-debt claim. **Exhibit 6** is a true and correct copy of the recorded February 12, 2026 assignment identifying Rocket Mortgage, LLC, Nationstar's successor by merger, as assignor and IMPAC CMB Trust Series 2003-9F as assignee of my mortgage.

9. I do not know whether LoanCare's authority concerning this loan or the 2015 foreclosure action was revoked, terminated, transferred, or continued after the 2023 servicing transfer. I also do not know whether any servicing error,

excluded liability, indemnification right, or duty of cooperation under these agreements applies to my loan or the pending litigation.

10. I offer Exhibits 1–6 only to explain why clarification of the Confirmation Order is presently needed. I do not ask this Court to decide LoanCare's, KML's, or any other entity's authority or liability under nonbankruptcy law.

11. I seek to preserve only defenses, including any recoupment defense used solely defensively that otherwise satisfies applicable law, to any claim or request for relief asserted against me by, in the name of, or on behalf of a Debtor, Reorganized Debtor, or Released Party. I do not seek an affirmative recovery through this Motion.

12. I do not ask the Court to decide any New Jersey issue, determine mortgage ownership or litigation authority, determine that any servicing error or indemnification right exists, compel discovery, excuse an untimely setoff motion, unwind the Plan, disturb financing, affect reorganized equity, alter distributions, or change the treatment of Proof of Claim Nos. 12 or 64.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on September 17, 2026, at Princeton, New Jersey.

/s/ Waseem Naik
Waseem Naik

EXHIBIT 1

April 2026 New Jersey Appellate Division email exchange

Declaration of Waseem Naik

Gmail

Waseem Naik <waseemnaik@gmail.com>

Impac Mtg. Corp. v. Naik; A-2369-25

Jessica Cortes <jessica.cortes@njcourts.gov> Thu, Apr 23, 2026 at 2:17 PM
To: "NJFILINGS@KMLLAWGROUP.COM" <NJFILINGS@kmllawgroup.com>, "EKishbaugh@kmllawgroup.com" <EKishbaugh@kmllawgroup.com>
Cc: "WASEEMNAIK@GMAIL.COM" <WASEEMNAIK@gmail.com>, Anita Penven <Anita.Penven@njcourts.gov>, Lauralee Ward <lauralee.ward@njcourts.gov>

Mr. Kishbaugh:

Per Judge Sapp-Peterson, please be advised that once the Notice of Appeal was filed, control of the matter is exclusively within Appellate Division. Rule 2:9-1. Hence, the motion was improperly filed before the trial court. You can withdraw the motion before the trial court, proceed with the CASP conference—we could even move the CASP conference date up--- and make the same application as a way to resolve the matter during the conference. We can mark the matter settled, dismiss the appeal and remand the matter back to the trial court for the entry of an Order vacating the judgment. Alternatively, you can make a motion before the Appellate Division to remand the matter to the trial court, which could then entertain the motion.

Kindly advise how you wish to proceed.

Regards,

Jessica Cortes

Administrative Supervisor

Appellate Division Clerk's Office

CASP Unit

P.O. Box 006

Trenton, NJ 08625

(609) 815-2950 ext. 52608

From: Eric Kishbaugh <EKishbaugh@kmllawgroup.com>
Sent: Wednesday, April 22, 2026 4:42 PM

To: AppellateCASP Mailbox <AppellateCASP.mailbox@njcourts.gov>; Anita Penven <Anita.Penven@njcourts.gov>; waseenaik@gmail.com
Cc: Michael McKeever <mmckeever@kmllawgroup.com>; Kristin Miller <KMiller@kmllawgroup.com>; Dean'na Bush <dbush@kmllawgroup.com>; Archive <archive@kmllawgroup.com>
Subject: [External] Impac Mtg. Corp. v. Naik Docket No. A-002369-25 KML File No. NJ15110FC

Warning: Security Alert

This message is from an external sender. Do not open any links or attachments unless you know and trust the sending email address.

Please report suspicious emails to Security.infoSec@njcourts.gov.

Good Afternoon: We represent Plaintiff in the matter referred to above and received your April 20 notice that this case has been selected for a conference before Judge Sapp-Peterson. However, on April 21, we filed a motion to vacate final judgment and dismiss the case. The dismissal of the case would render any conference unnecessary. However, if the court still intends to go forward with a conference, we have no objection to the May 28, 2026 date. Thank you.

KML Law Group, P.C.

Pennsylvania and New Jersey

J. Eric Kishbaugh, Esquire

Associate Attorney

EKishbaugh@kmllawgroup.com

Phone 856.625.8855

Main Number: (215)627.1322

KMLLAWGROUP PC

PENNSYLVANIA AND NEW JERSEY

This firm is a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. If you are in bankruptcy or have previously received a discharge in bankruptcy, or if you are a successor in interest to the borrower who has not assumed the debt, this correspondence is not and should not be construed to be an attempt to collect a debt, and is for informational purposes only. This electronic mail message, and any attachments transmitted with it, contain confidential information, intended only for the named addressee(s). If you are not the intended recipient or the person responsible for delivering this email to the intended recipient, you are hereby notified that any use, distribution, copying or disclosure of this communication is strictly prohibited. If you have received this email in error, please immediately notify the sender by reply email, and delete all copies of this communication from your computer and network. Thank you. Please visit our website www.kmllawgroup.com for answers to frequently asked questions. If you are not satisfied with the service and responsiveness from our office, or would like to escalate a matter for further attention, please email us at problems@kmllawgroup.com. NOTICE REGARDING ELECTRONIC COMMUNICATION: If you wish to opt out of electronic communication, please forward this email to Notice@kmllawgroup.com, with the word "STOP" in the subject line of the email. Please be advised that we may still be required to send you statutory and court-mandated notices pursuant to applicable law.

EXHIBIT 2

May 22, 2026 order vacating judgment and dismissing action without prejudice

Declaration of Waseem Naik

Michael T. McKeever, Esq. (031641991)
J. Eric Kishbaugh, Esq. (009541981)
Matthew K. Fissel, Esq. (038152012)
Jill P. Jenkins, Esq. (023712009)
Frank J. Keenan, Esq. (022041994)
Tyler J. Smith, Esq. (398452022)
KML Law Group, P.C.
A Professional Corporation incorporated in Pennsylvania
701 Market Street, Suite 5000
Philadelphia, PA 19106
215-627-1322
Attorney for Plaintiff
NJ15110FC

IMPAC Mortgage Corp, Plaintiff, v. Asma W. Naik a/k/a Asma N. Naik, et al, Defendant(s)	SUPERIOR COURT OF NEW JERSEY Mercer County CHANCERY DIVISION GENERAL EQUITY PART DOCKET NO. F-028748-15 CIVIL ACTION **ORDER VACATING JUDGMENT AND WRIT OF EXECUTION**

THIS MATTER having been opened to the Court by KML Law Group, P.C., attorneys for Plaintiff in the above entitled foreclosure action, by motion to vacate judgment and writ of execution and good cause having been shown;

IT IS on this 22nd day of May, 2026,

ORDERED:

1. That the Final Judgment and Writ of Execution entered in the above entitled action on July 25, 2017, are vacated and set aside; and

2. This action is hereby dismissed, without prejudice and without costs to either party.

3. A copy of this Order shall be served by ordinary mail within seven (7) days after receipt by Plaintiff's counsel upon all parties to the motion.

/s/Patrick J. Bartels, P.J.Ch.
Respectfully Recommended
R. 1:34-6 OFFICE OF FORECLOSURE

The Motion was
☐ opposed
☑ unopposed

EXHIBIT 3

August 24, 2026 narrative response from counsel for the Reorganized Debtors

Declaration of Waseem Naik

Lowenstein Sandler

Daniel B. Besikof
Partner

1251 Avenue of the Americas
New York, New York 10020

T: (212) 204-8693
E: dbesikof@lowenstein.com

August 24, 2026

VIA E-MAIL

Mr. Waseem Naik
Email: waseemnaik@gmail.com

Re: In re Impac Mortgage Holdings, Inc., et al.

Dear Waseem:

As you know, we represent Impac Mortgage Holdings, Inc. and its debtor affiliates, as reorganized (the "Reorganized Debtors"). This letter follows our voluntary production of documents on August 6, 2026 (the "Voluntary Production") and responds to the substance of your requests dated July 14, 2026 (the "Informal Requests") in narrative fashion.

A. Ownership of the Mortgage.

The mortgage loan (the "Mortgage Loan") was originated by Paradise Mortgage Service Corp. ("Paradise") in 1997. It was assigned from Paradise to ICI Funding Corporation (ICI Funding Corporation thereafter changed its name to Impac Funding Corporation "IFC") by assignment dated December 29, 1997.

IFC subsequently assigned the Mortgage Loan to Bankers Trust Company of California, N.A., as trustee under the Indenture relating to IMH Assets Corp, Collateralized Asset Backed Bonds, Series 1998-2 ("Bankers Trust") by assignment dated January 15, 1998.

Bankers Trust assigned the Mortgage Loan back to IFC by assignment dated August 18, 2014.

IFC then immediately assigned the Mortgage Loan to Deutsche Bank National Trust Company, as indenture trustee under the Indenture relating to IMH Assets Corp, Collateralized Asset Backed Bonds Series 2003-9F ("Deutsche Bank"), by assignment dated August 18, 2014.

Deutsche Bank assigned the Mortgage Loan to Impac Mortgage Corp. ("IMC") by assignment dated November 9, 2016.

IMC assigned the Mortgage Loan to Nationstar Mortgage LLC ("Nationstar") by assignment dated December 20, 2023.

Assignment documents relating to the foregoing were provided in connection with Voluntary Production.

We understand from the foreclosure docket that Nationstar subsequently assigned the Mortgage Loan to the Impac CMB Trust Series 2003-9 (the "2003-9 Trust"). The 2003-9 Trust is the same trust over which Deutsche Bank was the indenture trustee. Importantly, the 2003-9 Trust is not

one of the Reorganized Debtors, nor is it an affiliate of any of the Reorganized Debtors. The Reorganized Debtors have no independent knowledge of any subsequent transfers of the Mortgage Loan after December 20, 2023.

B. Servicing of the Mortgage Loan.

IFC served as the master servicer under both the securitization trusts (1998-2 and 2003-9F) while the Mortgage Loan was in those respective securitization trust, but effective August 1, 2023, such master servicing related to those securitization trusts was transferred to Nationstar. During that time period, LoanCare, a division of FNF Servicing, Inc. ("LoanCare"), acted as IFC's sub-servicer for the Mortgage Loan.

In addition, when IFC and IMC owned the Mortgage Loan directly, LoanCare also acted as our servicer for the Mortgage Loan, until October 4, 2023, at which time Nationstar took over servicing the Mortgage Loan on behalf of IMC. That relationship ended, as mentioned above, on December 20, 2023 when the Mortgage Loan was also assigned to Nationstar.

C. The 2015 Foreclosure Action.

Our understanding is that this action substantially concluded years ago, as a result of your wife's personal bankruptcy filing. Recent filings in the case have been handled by the KML Law Firm, apparently at the direction of the former servicer, LoanCare.

The Reorganized Debtors have requested that the current owner of the Mortgage Loan agree to substitute itself as plaintiff in that action, which seemingly should be closed as moot.

D. The 2024 Foreclosure Action.

As noted above, all ownership interests and servicing rights in and related to the Mortgage Loan had been assigned away from any Reorganized Debtor prior to the commencement of the 2024 Foreclosure Action.

E. Direction of Foreclosure Counsel.

As noted above, none of the Reorganized Debtors is a party to the 2024 Foreclosure Action. Greenspoon Marder was retained by the plaintiff in that action, which is not any of the Reorganized Debtors. Likewise, we are informed that KML Law has acted at the direction of LoanCare, the prior servicer on the Mortgage Loan. KML Law has not acted at the direction of any of the Reorganized Debtors.

F. Claim No. 12.

Pursuant to the Plan, the Plan Administrator is in charge of administering Claim 12. It will be administered in accordance with the Plan's terms. *See, e.g.*, Confirmation Order ¶ 44 ("the Plan Administrator shall have the sole authority for administering, disputing, objecting to, compromising, or otherwise resolving all General Unsecured Claims against the Debtors"); Plan § 8.17 (same).

The Reorganized Debtors reserve all rights (i) to amend or supplement the Voluntary Production or this response, (ii) in respect of any formal discovery requests, including under Fed. R. Bankr. P. 2004, and (iii) in respect of the Informal Request (or otherwise).

Should you wish to discuss any of the foregoing, please do not hesitate to give me a call.

Very truly yours,

/s/ Daniel Besikof

EXHIBIT 4

Selected Impac–LoanCare agreements, powers of attorney, and 2023 servicing-transfer instructions

Declaration of Waseem Naik

Subservicing Agreement
(the "Agreement")

Between:

Excel Mortgage Servicing, Inc.
a California corporation,
("Lender/Servicer")

and

LoanCare
a Division of FNF Servicing, Inc.
("Subservicer")

Date: December 1, 2013

The information contained is privileged, proprietary, confidential, and a trade secret, intended only for the use of the individuals or entities named above.

(b) From time to time Lender/Servicer may request Subservicer to perform and Subservicer shall perform ad hoc (created especially for a particular limited situation) and/or repetitive services outside the scope of the Agreement ("Special Services") that may include, without limitation, documentation and research work, production of special reports, responses to information requests (including any such request from Lender/Servicer, its counsel, Investors, Borrower or other Person), and copying. For ad hoc Special Services, Lender/Servicer shall pay the Special Service Charges and Direct Costs as applicable. For those Special Services that are repetitive, Lender/Servicer and Subservicer shall execute a written amendment, addenda or SOW including a description of the requirements of such repetitive Special Services and the related fee structure of such services;

(c) Subservicer shall not (i) accept any prepayment of any Loan, except as permitted by Applicable Requirements, or (ii) waive, modify, release or consent to postponement on the part of the Borrower of any term or provision of the Loan Documents without the written consent of the applicable Investor. Notwithstanding the foregoing, Subservicer shall not be required to obtain written consent from the applicable Investor for the waiver of any late charge or the waiver, modification, release or consent to postponement if the Subservicer has permission to do so pursuant to Investor Instructions or Applicable Requirements;

(d) Subservicer shall advance to an Investor amounts equal to uncollected interest due on a paid-in-full Loan when such Investor requires interest to be paid through the end of such month, even if interest is due from the Borrower only to the actual date of the payoff. Subservicer shall invoice and Lender/Servicer shall pay such uncollected interest pursuant to Subsection 4.1(d) of this Agreement;

(e) Subservicer shall remit to each applicable Investor, on a date and in a manner specified by Investor Instructions or the Applicable Requirements, collections of principal and interest, and other amounts due to such Investor from Subservicer;

(f) Subservicer shall submit all reports to Investors in accordance with Investor Instructions, and where none exist, the Guides and under Lender/Servicer's assigned "seller/servicer" number or such other number that Lender/Servicer and Investors may designate in writing to Subservicer. Should any discrepancy caused by Subservicer exist for more than thirty (30) days, Subservicer shall provide Lender/Servicer with a written plan to correct each discrepancy;

(g) In the event an Investor instructs Lender/Servicer to service release any Loan(s), and Lender/Servicer shall deliver written notice thereof to Subservicer, Subservicer shall proceed in accordance with such Investor Instructions. In the event Lender/Servicer instructs Subservicer not to proceed with the Investor Instructions, Lender/Servicer shall forever defend, indemnify and hold Subservicer harmless from any/all Losses Subservicer realizes as a result of or arising out of any action taken against Subservicer by any Investor for not so proceeding with the Investor Instructions, and from any Losses resulting therefrom. In the event the Lender/Servicer instructs Subservicer to service release any Loan(s), and an Investor instructs Subservicer not to proceed with Lender/Servicer's Instructions, Lender/Servicer agrees to work with such Investor and Subservicer in good faith to resolve the conflict and Lender/Servicer shall forever defend, indemnify and hold Subservicer harmless from any/all Losses Subservicer realizes as a result of or arising therefrom. If such conflict cannot be resolved, Subservicer shall view such noncompliance

as a Lender/Servicer Event of Default hereunder and Subservicer shall maintain all of its legal rights under this Agreement.

2.5 Delinquency Control.

(a) Subservicer shall take commercially reasonable steps to maintain the maximum possible number of Loans in a current status by dealing quickly and prudently with Borrowers that are delinquent or in default. Subservicer's delinquent Loan servicing program shall include an adequate accounting system that will immediately and positively indicate the existence of delinquent Loans, a procedure that provides for sending delinquent notices, assessing late charges and identifying inadequate payments, and a procedure for the individual analysis of distressed or chronically delinquent Loans;

(b) Subservicer shall maintain a collection department and an automated collection system;

(c) Subservicer shall service all delinquent Loans in accordance with the Applicable Requirements;

(d) In accordance with Applicable Requirements and with counsel selected by Subservicer, whether judicial or otherwise, Subservicer shall manage the foreclosure or other disposition of title as to: (i) the declaration and recording of a notice of such default and the acceleration of the maturity of the Loans (ii) the institution of proceedings to foreclose the Loan Documents securing the Loan pursuant to the power of sale contained therein or through judicial action or other acquisition of the Mortgaged Property and the reporting of such proceedings to the applicable Agencies; (iii) the transfer of the Mortgaged Property to HUD or VA, the filing of all reimbursement claim forms and the collection of any applicable Mortgage insurance; and (iv) pending completion of these steps, secure the Mortgaged Property. Lender/Servicer shall pay the appropriate insurance claim-filing fee ("Insurance Claim Filing Fee") as set forth in Schedule II attached hereto. Subservicer shall have title to such property conveyed in the name designated by Lender/Servicer or an Investor. In case of a voluntary deed in lieu of foreclosure, or purchase by Lender/Servicer or an Investor for its own account, Subservicer will secure the Mortgaged Property while owned by such Investor or Lender/Servicer to the extent required by the Applicable Requirements. Upon the consummation of the sale of the Mortgaged Property, on terms as specified by Lender/Servicer or an Investor, if payments are deferred and payable under contract or Mortgage, and until released from Subservicer's administration by Lender/Servicer or such Investor, Subservicer shall service such Mortgaged Property or related contract;

(e) If requested by Lender/Servicer, Subservicer shall manage the inspection, marketing and maintenance of REO, pursuant to a SOW agreed upon by the Parties that will outline Subservicer's standard practices and the roles and responsibilities of the Parties for such services. REO marketing and disposition is an elective option of Lender/Servicer and the fees for such services are set forth in Schedule II and the aforementioned SOW and Lender/Servicer shall pay all Direct Costs and Special Service Charges incurred by Subservicer under this Subsection 2.5(e). Otherwise, Lender/Servicer shall manage the maintenance and disposition of REO. Upon Lender/Servicer initiating management of any REO, Subservicer shall promptly notify Lender/Servicer of any pending litigation (if and when it becomes aware of such pending litigation) affecting the REO and provide it with contact information for any attorney who has been retained as well as supporting documentation and;

8.4 Indemnification by Lender/Servicer.

Except as stated otherwise in this Agreement, Lender/Servicer shall forever defend, indemnify and hold Subservicer harmless from any/all Losses Subservicer realizes as a result of or arising out of the conduct of Lender/Servicer, including but not limited to the following: (i) the non-fulfillment or non-performance of any covenant or obligation by Lender/Servicer or any Prior Servicer whether or not in this Agreement; (ii) any failure of Lender/Servicer, Prior Servicer or Originator to have complied before or after the Transfer Date with all Applicable Requirements; (iii) to the extent such dispute does not result from a breach of Subservicer's obligations hereunder, any dispute between or among (a) Borrower(s), Lender/Servicer or Investors; (b) Borrower(s) and Subservicer, (c) Investors (if applicable) and Lender/Servicer, or (d) any dispute between Investors and Subservicer; (iv) inaccurate or incomplete information supplied to Subservicer by any Person; (v) the failure by any Person to deliver to Subservicer any applicable servicing agreement or any amendment, modification or substitution thereof; (vi) any environmental matters or claims, including but not limited to violations of federal, state or local laws, regulations or ordinances except to the extent such matters or claims arose out of the gross negligence or intentional actions of Subservicer; (vii) Subservicer's compliance with written instructions of Lender/Servicer to the extent that such instructions are not in compliance with Applicable Requirements and Subservicer would not reasonably be expected to know that such instructions are not in compliance with Applicable Requirements; (viii) any act or omission or other event or circumstance to the extent occurring or arising prior to the Transfer Date; (ix) any claim of or failure by Lender/Servicer to comply with Applicable Requirements or (x) any claims by any third-party relating to any action or inaction: (a) by Lender/Servicer or Investors, or resulting from Lender/Servicer's or Investors' failure timely to respond to a request by Subservicer for direction or consent; or (b) while alleged to have been taken or refrained from being taken by Subservicer, in fact was attributable to Lender/Servicer; and (xi) a breach of Lender/Servicer's representations, warranties or covenants.

8.5 Survival.

The indemnifications, representations, and warranties set forth in this Agreement shall survive the expiration or termination of this Agreement for a period of three (3) years; provided, however, claims by Subservicer for amounts due it under this Agreement including, but not limited to, any indemnification requests shall survive for the period of the applicable statute of limitations.

8.6 Litigation.

Except as described in this Agreement any Litigation related solely to a single Loan (other than Litigation between or among Lender/Servicer, an Investor or any of their Affiliates and Subservicer and any of its Affiliates) shall be managed by Subservicer or its counsel on behalf of Lender/Servicer or such Investor, including foreclosure, evictions, quiet title and bankruptcy filings, at Lender/Servicer's or such Investor's expense with respect to administration of such Litigation, unless Lender/Servicer or such Investor shall elect otherwise with respect to any particular Litigation, in which case Lender/Servicer or such Investor shall manage and administer such Litigation on behalf of Lender/Servicer, such Investor or any of their Affiliates. Subservicer shall not manage (on behalf of Lender/Servicer, an Investor or any of their Affiliates) any class action claim in which Lender/Servicer, an Investor or any of their Affiliates is a defendant or any Litigation based upon a claim brought by Lender/Servicer. Except as otherwise provided in this Agreement, Subservicer shall not, without the prior written consent of Lender/Servicer or an

Investor, settle or compromise any claim against Lender/Servicer, such Investor or Subservicer or any of their respective Affiliates arising out of or relating to any such Litigation. Subservicer shall cooperate in obtaining or making available information or documents respecting Loans involved in Litigation as may be reasonably required by Lender/Servicer, an Investor or their respective counsel. Lender/Servicer shall reimburse Subservicer for any Direct Costs, Special Service Charges or Losses that Subservicer incurs in connection with the management of any Litigation and any assistance provided to Lender/Servicer or any Investor or in connection with such Litigation. Subservicer shall not seek reimbursement from Lender/Servicer for any amount in excess of $1,500 per Loan in the aggregate related to employee time spent on the Loan, by either Subservicer and/or its Affiliates, without obtaining Lender/Servicer's prior written authorization.

8.7 Tender of Defense.

Each Party's obligation to indemnify the other hereunder with respect to any claim of a Borrower, Investor or other third party shall be conditioned upon the following: (i) the Party seeking indemnity (the "*Indemnitee*") shall give to the Party from whom indemnity is sought (the "*Indemnitor*") prompt written notice of any such claim and shall provide such detail as the Indemnitor may reasonably require (ii) the Indemnitee shall reasonably cooperate in the defense of such action; (iii) the Indemnitor shall have full control and authority to retain counsel of its choice, defend and settle any such action or claim at its sole expense provided, however, that where the settlement is for more than monetary relief alone, the Indemnitor shall not have the right to bind Indemnitee to a settlement agreement, without the prior written consent of the Indemnitee, which consent shall not be unreasonably withheld, under which: (a) the Indemnitee will be required to make an admission of wrongdoing; or (b) an admission of wrongdoing by Indemnitor on Indemnitee's behalf could be reasonably inferred or construed.

8.8 Confidentiality of Proprietary Information.

(a) Definitions. In the performance of this Agreement, each Party may disclose to the other Party certain Proprietary Information. For the purposes of this Agreement, the following terms will have the definitions set forth below.

i. "Proprietary Information" means Trade Secrets, Confidential Business Information, and NPI.

ii. "Trade Secrets" means trade secrets as defined under the Commonwealth of Virginia law, as amended from time to time, and will include without limitation and without regard to form, technical or non-technical data, know-how, forms, research, a formula, a pattern, a compilation, a program, a software program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, non-public forecasts, studies, projections, analyses, all customer data of any kind, or a list of actual or potential customers or suppliers, business and contractual relationships, or any information similar to the foregoing which: (a) derives economic value, actual or potential, from not being generally known and not being readily ascertainable by proper means to other Persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

iii. "Confidential Business Information" means any valuable, secret business information, other than Trade Secrets, whether or not it is identified as confidential at the

B. In addition to the above reports and those standard monthly reports listed on Exhibit H of this Agreement, the following agency reports will be delivered monthly through the SFT site *at no additional cost*:

1. FNMA A/A & S/S- note that Shortage/Surplus will be one month behind
   a) Shortage/Surplus Adjustment Detail Report – FNMA A/A
   b) Shortage/Surplus Report – FNMA A/A
   c) Schedule 1 – Reconciliation of Mortgage Portfolio
   d) Schedule 2 – Reconciliation of Interest Rate/Past – Thru Rate
   e) Schedule 3 – Shortage Surplus Reconciliation
   f) Form 496 – P & I Reconciliation

2. Miscellaneous FNMA A/A & S/S Reports:
   a) T-653 Report FNMA Form 493 Loan Activity Report/Summary-FNMA A/A & S/S *
   b) Remittance Update Report – FNMA A/A & S/S *
   c) LAR Rejects (Soft & Hard Rejects) FNMA A/A & S/S *
   d) Trail Balance Report – FNMA A/A & S/S
   e) Lender Recap Report – FNMA A/A & S/S
   f) Pool Deficiency Summary/Guaranty fees to be paid report - FNMA S/S
   g) Pool to Security Reconciliation Detail Report – FNMA S/S

   *These reports provide the same data as the Portfolio Summary, Portfolio Summary Detail, Remittance correction Report, Remittance Detail Report, LAR Correction 96 and LAR Correction Report 83 Report.

3. Freddie Mac-Reports out on the SFT Site on the 5th business day after cutoff except for the Recon's:
   a) The Monthly Account Statement
   b) The Seller/Servicer Remittance Analysis
   c) The Detailed Adjustment Report
   d) The Loan Reconciliation Difference Report

4. GNMA-Reports out on the SFT Site except for the Recon's:
   a) Reconciliation of Mortgage Collateral to Securities Outstanding
   b) Reconciliation of HUD 11710D Security Principal Balance
   c) Monthly Reporting Exceptions
   d) Pre-Collections & Guaranty Fee
   e) HUD 11710D

Exhibit A

Limited Power of Attorney

Whereas, it is in the best interests of Excel Mortgage Servicing, Inc. ("Lender/Servicer") to authorize, and Lender/Servicer does hereby authorize, LoanCare, a Division of FNF Servicing, Inc. ("Subservicer") to act on behalf of Lender/Servicer for the sole purposes of executing loan documents with respect to any mortgage loan serviced by Subservicer pursuant to the Subservicing Agreement dated December 1, 2013, between Subservicer and Lender/Servicer, and to:

1) release the lien of any such mortgage loan in which payoff funds have been received;

2) execute any and all documents necessary to foreclose upon the property securing any such mortgage loan, including, but not limited to, (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of Lender/Servicer, (c) Affidavits of Non-Military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, and (h) endorsements of promissory notes to VA or HUD on behalf of Lender/Servicer as a required part of the claims process;

3) take any and all actions and execute all documents necessary to protect the interest of Lender/Servicer in any bankruptcy proceeding, including, but not limited to, (a) execute Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) enter a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor or any adjournment thereof, and vote on behalf of Lender/Servicer on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;

4) assign the lien of any such mortgage loan naming MERS as the mortgagee when Lender/Servicer is the current promissory note-holder and the loan was closed and registered on the MERS System;

5) take any and all actions and execute all documents necessary to refinance, amend or modify any such loan;

6) endorse checks made payable to Lender/Servicer that are received by Subservicer as agent for payment on any such mortgage loan;

7) take any actions and execute such documents as may be necessary to fulfill Subservicer's servicing obligations to Lender/Servicer with respect to such mortgage loans.

This limited power of attorney is effective immediately and will continue until it is revoked or terminated. This limited power of attorney may only be used in the execution of the powers herein by (a) those Subservicer officers who have been duly appointed as Executive Vice President, Senior Vice President, Vice President, Assistant Vice President, Secretary or Assistant Secretary, and/or (b) non-officers who have been duly designated by Subservicer as having signing authority. Lender/Servicer shall have the right to limit such signing authority or may revoke signing authority from any officer or other authorized non-officer for any reason. Lender/Servicer hereby ratifies and adopts any action by Subservicer taken prior to the execution of this limited power of attorney that is consistent with the powers granted herein and hereby agrees that this Limited Power of Attorney shall control and take precedent over any previous corporate resolutions giving authority to Subservicer in performance of its duties. Lender/Servicer agrees that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. Lender/Servicer shall forever defend, indemnify and hold a third party harmless from any/all Losses a third party realizes as a result of or arising out of any claims that arise against the third party because of reliance on this power of attorney.

Document Prepared By:
LoanCare, a Division of FNF Servicing, Inc.
3637 Sentara Way

Agreement to Amend Subservicing Agreement

Between

LoanCare, LLC

AND

IMPAC Mortgage Corp.

This Amendment (the "Amendment") to the Subservicing Agreement dated December 1, 2013 (the "Agreement") and any amendments, SOWs or addenda thereto, is by and between LoanCare Servicing Center, Inc., a division of FNF Servicing Inc., nka LoanCare, LLC ("LoanCare" or "Subservicer"), a Virginia limited liability company with its principal offices located at 3637 Sentara Way, Virginia Beach, VA 23452, and Excel Mortgage Servicing. Inc., nka IMPAC Mortgage Corp., ("IMPAC" or "Lender/Servicer"), a California corporation with its principal offices at 19500 Jamboree Road, Irvine, CA 92612, and has an Effective Date of March 13, 2014. Subservicer and Lender/Servicer are individually each a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the Parties desire to modify the Agreement only to the extent explicitly set forth herein and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement;

NOW, THEREFORE, in consideration of the Parties' mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree and covenant as follows:

1. Acknowledgement. This Amendment is hereby attached and made part of the Agreement. All other terms and conditions of the Agreement, other than those amended herein, shall remain in full force and effect.

2. Amendment.

    a. LoanCare, a division of FNF Servicing Inc. has changed its name to LoanCare, LLC. As of the Effective Date of this Amendment, each appearance of the prior entity name in the Agreement is hereby changed to read "LoanCare, LLC." All rights, obligations and liabilities of LoanCare, a division of FNF Servicing Inc. arising out of the Agreement are the direct rights, obligations and liabilities of LoanCare, LLC.

    b. Excel Mortgage Servicing, Inc. has changed its name to IMPAC Mortgage Corp. As of the Effective Date of this Amendment, each appearance of the prior entity name in the Agreement is hereby changed to read "IMPAC Mortgage Corp." All rights, obligations

and liabilities of Excel Mortgage Servicing, Inc. arising out of the Agreement are the direct rights, obligations and liabilities of IMPAC Mortgage Corp.

IN WITNESS WHEREOF, each Party has caused this instrument to be signed in its corporate name on its behalf by its proper officials duly authorized effective as of March 13, 2014.

IMPAC Mortgage Corp.	LoanCare, LLC
Ronald M. MacRisan	Gene D. Ross
By	By
EVP General Counsel	President
Title	Title
Signature 3/18/14 Date	Signature 3/13/14 Date

Subservicing Agreement
(the "Agreement")

Between:

Impac Mortgage Corp.,
a California corporation,
("Lender/Servicer")

and

LoanCare, LLC
("Subservicer")

Date: December 1, 2015

The information contained is privileged, proprietary, confidential, and a trade secret, intended only for the use of the individuals or entities named above; no portion hereof may be distributed to any third party except as set forth herein.

repetitive, Lender/Servicer and Subservicer shall execute a written amendment, addenda or SOW including a description of the requirements of such repetitive Special Services and the related fee structure of such services;

(c) Subservicer shall not (i) accept any prepayment of any Loan, except as permitted by Applicable Requirements, or (ii) waive, modify, release or consent to postponement on the part of the Borrower of any term or provision of the Loan Documents without the written consent of the applicable Investor. Notwithstanding the foregoing, Subservicer shall not be required to obtain written consent from the applicable Investor for the waiver of any late charge or the waiver, modification, release or consent to postponement if the Subservicer has permission to do so pursuant to Investor Instructions or Applicable Requirements;

(d) Subservicer shall advance to an Investor amounts equal to uncollected interest due on a paid-in-full Loan when such Investor requires interest to be paid through the end of such month, even if interest is due from the Borrower only to the actual date of the payoff. Subservicer shall invoice and Lender/Servicer shall pay such uncollected interest pursuant to Subsection 4.1(d);

(e) Subservicer shall remit to each applicable Investor, on a date and in a manner specified by Investor Instructions or the Applicable Requirements, collections of principal and interest, and other amounts due to such Investor from Subservicer;

(f) Subservicer shall submit all reports to Investors in accordance with Investor Instructions, or, where none exist, the Guides, under Lender/Servicer's assigned "seller/servicer" number or such other number that Lender/Servicer and Investors may designate in writing to Subservicer;

(g) In the event an Investor instructs Lender/Servicer to service release any Loan(s) and Lender/Servicer delivers written notice thereof to Subservicer, Subservicer shall proceed in accordance with such Investor Instructions. In the event Lender/Servicer fails to provide written notice of Investor Instructions or instructs Subservicer not to proceed with the Investor Instructions, Lender/Servicer shall forever defend, indemnify and hold harmless Subservicer from any/all Losses Subservicer realizes as a result of or arising out of any action taken against Subservicer by any Investor for not so proceeding with the Investor Instructions. In the event the Lender/Servicer instructs Subservicer to service release any Loan(s), and an Investor instructs Subservicer not to proceed with Lender/Servicer's Instructions, Lender/Servicer agrees to work with such Investor and Subservicer in good faith to resolve the conflict and Lender/Servicer shall forever defend, indemnify and hold harmless Subservicer from any/all Losses Subservicer realizes as a result of or arising therefrom. If such conflict cannot be resolved, Subservicer shall view such noncompliance as a Lender/Servicer Event of Default hereunder and Subservicer shall maintain all of its legal rights under this Agreement and may proceed with terminating this Agreement pursuant to the terms of Subsection 5.2(c).

2.5 Delinquency Control.

(a) Subservicer shall take commercially reasonable steps to maintain the maximum possible number of Loans in a current status by dealing quickly and prudently with Borrowers that are delinquent or in default. Subservicer's delinquent Mortgage servicing program shall include an adequate accounting system that will immediately and positively indicate the existence of delinquent Loans, a procedure that provides for sending delinquent notices, assessing late charges

and identifying inadequate payments, and a procedure for the individual analysis of distressed or chronically delinquent Loans;

(b) Subservicer shall maintain a collection department and an automated collection system;

(c) Subservicer shall service all delinquent Loans in accordance with the Applicable Requirements;

(d) In accordance with Applicable Requirements and with counsel selected by Subservicer, Subservicer shall manage all foreclosure or other disposition of title as to: (i) the declaration and recording of a notice of such default and the acceleration of the maturity of the Loans; (ii) the institution of proceedings to foreclose the Loan Documents securing the Loan pursuant to the power of sale contained therein or through judicial action or other acquisition of the Mortgaged Property; (iii) the transfer of the Mortgaged Property to HUD or VA, the filing of all reimbursement claim forms and the collection of any applicable Mortgage insurance; and (iv) pending completion of these steps, secure the Mortgaged Property. Lender/Servicer shall pay the appropriate insurance claim-filing fee ("Insurance Claim Filing Fee") as set forth in Schedule II attached hereto. Subservicer shall have title to such property conveyed in the name designated by Lender/Servicer or an Investor. In case of a voluntary deed in lieu of foreclosure, or purchase by Lender/Servicer or an Investor for its own account, Subservicer will secure the Mortgaged Property while owned by such Investor or Lender/Servicer to the extent required by the Applicable Requirements. Upon the consummation of the sale of the Mortgaged Property, on terms as specified by Lender/Servicer or an Investor, if payments are deferred and payable under contract or Mortgage, and until released from Subservicer's administration by Lender/Servicer or such Investor, Subservicer shall service such Mortgaged Property or related contract;

(e) If requested by Lender/Servicer, Subservicer shall manage the inspection, marketing and maintenance of REO, pursuant to a SOW agreed upon by the Parties that will outline Subservicer's standard practices and the roles and responsibilities of the Parties for such services. REO marketing and disposition is an elective option of Lender/Servicer and the fees for such services are set forth in Schedule II and Lender/Servicer shall pay all Direct Costs and Special Service Charges incurred by Subservicer under this Subsection 2.5(e) and;

(f) The Parties agree that the requirements of this Section 2.5 shall apply, with respect to Service Release Loans, only until the time that such loan is service released.

2.6 Books and Records.

Once per quarter and following fifteen (15) days prior written notice, Subservicer shall give Lender/Servicer or its authorized representative the opportunity to examine Subservicer's books, records procedures, manuals, facilities, personnel and operations related to the Loans for a period no greater than three (3) days; such examination shall take place at Subservicer's office or other location mutually agreed upon during Subservicer's normal business hours. If the period of review exceeds three (3) days or the frequency of such examinations exceeds once per quarter, Subservicer will charge the Special Service Charge rate set forth in Schedule II for time and Direct Cost for materials. All costs, including, without limitation, Direct Costs and Special Service Charges, related to any audit or confirmations requested to be performed on the Loans based on a request by Lender/Servicer to be performed on the Loans shall be borne by Lender/Servicer. Subservicer

8.2 Indemnification by Subservicer.

Except as otherwise stated in this Agreement, Subservicer shall indemnify, defend and hold harmless Lender/Servicer from any Losses resulting from or arising out of: (i) the material failure of the Subservicer to perform all of its material obligations in compliance with the terms of the Agreement; (ii) a material breach of Subservicer's representations and warranties; or (iii) negligence arising directly from its own acts or omissions or the willful misconduct of Subservicer in performing its obligations hereunder; provided, however, Subservicer shall have no such obligation to indemnify, defend and hold harmless Lender/Servicer for Losses that result from or arise out of (a) any failure of Subservicer to make any payment of money to any Person when such failure is attributable to a default of Lender/Servicer of its obligations under this Agreement, including, without limitation, a failure of Lender/Servicer to provide funding for any payment or to timely reimburse Subservicer for Advances or other amounts in accordance with this Agreement, (b) Subservicer's compliance with a directive of Lender/Servicer or any Investor or with Applicable Requirements, (c) a failure of Lender/Servicer or any Investor or Prior Servicer to comply with Applicable Requirements, or (d) any third party claim, lawsuit, or Loss when the conduct giving rise to the cause of action or claim accrued prior to the Transfer Date.

8.3 Limitation on Liability.

Except for Subservicer's breach of its obligations of confidentiality or security, Subservicer will not be liable under this Agreement for any indirect, incidental, exemplary, special or consequential damages, including, without limitation, any loss of income, profits or data, even if the other Party has been advised of, or had reason to know of, the possibility of such damages.

Notwithstanding anything to the contrary in this Agreement, the maximum liability of Subservicer for all claims or Losses arising out of or in connection with this Agreement shall not exceed the actual damages for the associated claim or Loss. The foregoing limitations shall apply even if the Lender/Servicer's remedies under this Agreement fail of their essential purpose.

Lender/Servicer retains all risk associated with the servicing of the Loans, except as explicitly set forth herein. The fees reflect this allocation of risk and the limitations of liability in this Agreement.

8.4 Indemnification by Lender/Servicer.

Except as stated otherwise in this Agreement, Lender/Servicer shall forever indemnify, defend, and hold harmless Subservicer from any/all Losses Subservicer realizes as a result of or arising out of the conduct of Lender/Servicer, including, without limitation: (i) the non-fulfillment or non-performance of any covenant or obligation by Lender/Servicer or any Prior Servicer whether or not in this Agreement; (ii) any material failure of Lender/Servicer, Prior Servicer or Originator to have complied, before or after the Transfer Date, with all Applicable Requirements; (iii) to the extent such dispute does not result from a breach of Subservicer's obligations hereunder, any dispute between or among (a) Borrower(s), Lender/Servicer or Investors; (b) Borrower(s) and Subservicer, (c) Investors and Lender/Servicer, or (d) any dispute between Investors and Subservicer; (iv) inaccurate or incomplete information supplied to Subservicer by any Person; (v) the failure by any Person to deliver to Subservicer any applicable servicing agreement or any amendment, modification or substitution thereof; (vi) any environmental matters or claims, including, without limitation, violations of federal, state or local laws, regulations or ordinances

except to the extent such matters or claims arose out of the gross negligence or intentional actions of Subservicer; (vii) Subservicer's compliance with written instructions of Lender/Servicer to the extent that such instructions are not in compliance with Applicable Requirements and Subservicer would not reasonably be expected to know that such instructions are not in compliance with Applicable Requirements; (viii) any act or omission or other event or circumstance occurring or arising prior to the Transfer Date; (ix) any claim of or actual failure by Lender/Servicer to comply with Applicable Requirements; (x) any claims by any third-party relating to any action or inaction (a) by Lender/Servicer or Investors, or resulting from Lender/Servicer's or Investors' failure to respond within timelines provided by Applicable Requirements or as otherwise considered timely according to industry standard to a request by Subservicer for direction or consent; or (b) while alleged to have been taken or refrained from being taken by Subservicer, in fact was attributable to Lender/Servicer; (xi) a breach of Lender/Servicer's representations, warranties or covenants, and (xii) Lender/Servicer's failure to materially comply with all Lender/Servicer Requirements as set forth in Schedule I hereto.

8.5 Survival.

The indemnifications, representations, and warranties set forth in this Agreement shall survive the expiration or termination of this Agreement for a period of three (3) years; provided, however, claims by Subservicer for amounts due it under this Agreement including, without limitation, any indemnification requests, shall survive for the period of the applicable statute of limitations.

8.6 Litigation.

Except as described in this Agreement any Litigation related solely to a single Loan (other than Litigation between or among Lender/Servicer, an Investor or any of their Affiliates and Subservicer and any of its Affiliates) shall be managed by Subservicer or its counsel on behalf of Lender/Servicer or such Investor, including foreclosure, evictions, quiet title and bankruptcy filings, at Lender/Servicer's or such Investor's expense with respect to administration of such Litigation, unless Lender/Servicer or such Investor shall elect otherwise with respect to any particular Litigation, in which case Lender/Servicer or such Investor shall manage and administer such Litigation on behalf of Lender/Servicer, such Investor or any of their Affiliates. Subservicer shall not manage (on behalf of Lender/Servicer, an Investor or any of their Affiliates) any class action claim in which Lender/Servicer, an Investor or any of their Affiliates is a defendant or any Litigation based upon a claim brought by Lender/Servicer. Except as otherwise provided in this Agreement, Subservicer shall not, without the prior written consent of Lender/Servicer or an Investor, settle or compromise any claim against Lender/Servicer, such Investor or Subservicer or any of their respective Affiliates arising out of or relating to any such Litigation. Subservicer shall cooperate in obtaining or making available information or documents respecting Loans involved in Litigation as may be reasonably required by Lender/Servicer, an Investor or their respective counsel. Lender/Servicer shall reimburse Subservicer for any Direct Costs, Special Service Charges or Losses that Subservicer incurs in connection with the management of any Litigation and any assistance provided to Lender/Servicer or any Investor or in connection with such Litigation.

8.7 Tender of Defense.

Each Party's obligation to indemnify the other hereunder with respect to any claim of a Borrower, Investor or other third party shall be conditioned upon the following: (i) the Party

	Direct Cost Item	LoanCare Delegated	Requires Lender/Servicer Approval	Comments
		specific per loan.	specified amount per loan.	Expense. Will appear on system as a non recoverable or recoverable based on state / agency restrictions and reasoning for order.
40.	Welcome/Goodbye Letters	Based on agreement during implementation.	N/A.	Direct cost of letters associated with bulk transfers only.

*Such charges may also include a handling fee.

	Special Service Charges	LoanCare Delegated	Requires Lender/Servicer Approval	Comments
1.	Outside Audits		Approved by contract.	Per hour charge is set forth in Schedule II. This will be the charge for State, Federal, and Agency etc above two days spent on review.
2.	Client Audits/Oversight Review		Approved by contract.	Per hour charge is set forth in Schedule II. This will be the charge for clients monitoring when above one day is spent on review, rather it is on-site or offsite.
3.	Face to face fees as required by Applicable Requirements.		Approved by contract.	Per hour charge for Subservicer employee time (see Schedule II) spent to comply with face to face requirements.
4.	Non Standard Reports - AdHoc Reporting Set Up	N/A.	All must be directed and approved by client.	Per hour charge is set forth in Schedule II. ($100.00 min.).
5.	Non Standard Reports - AdHoc Reporting Run Charge	N/A.	All must be directed and approved by client.	Per run charge is set forth in Schedule II.

6.	Special Analysis, Research, Corrections	N/A.	All must be directed and approved by client for items over $25,000.00 and by policy for boarding and sale corrections.	Per hour charge is set forth in Schedule II i.e. Loan Boarding data corrections, Sales differentials corrections, Due Date and unpaid principal balance corrections.
7.	Default Court Appearances / Mediations	Less than $1,500.00 for each appearance.	Greater than $1,500.00 per appearance.	Per hour charge for Managerial time (see Schedule II) spent to prepare and attend either telephonic or personal appearances plus direct traveling cost.
8.	Extension or Modification Fees	$50.00 for each modification.	Approved by contract. See Schedule II.	Approved modification changes on asset loans.
9.	Litigation Management		Approved by contract.	Per hour charge for paralegal or counsel time (see Schedule II) spent to perform management functions.

Document Prepared By:
LoanCare, LLC
3637 Sentara Way
Virginia Beach, Virginia 23452

Exhibit A -

Limited Power of Attorney

Whereas Impac Mortgage Corp. ("Lender/Servicer"), with a business address of 19500 Jamboree Road, Irvine, CA 92612, does hereby authorize, LoanCare, LLC ("Subservicer"), with a business address of 3637 Sentara Way, Virginia Beach, VA 23452, to act on behalf of Lender/Servicer for the sole purposes of executing loan documents with respect to any mortgage loan serviced by Subservicer pursuant to the Subservicing Agreement dated December 1, 2015 and any subsequent Subservicing Agreements between Subservicer and Lender/Servicer, and all exhibits and schedules to such Agreements, as any of them may be from time to time amended, restated, modified or supplemented through executed amendments, SOWs or addenda and to:

1) release the lien of any such mortgage loan in which payoff funds have been received;

2) execute any and all documents necessary to foreclose upon the property securing any such mortgage loan, including, but not limited to, (a) substitution of trustee on Deeds of Trust, (b) Trustee's Deeds upon sale on behalf of Lender/Servicer, (c) Affidavits of Non-Military Status, (d) Affidavits of Judgment, (e) Affidavits of Debt, (f) quitclaim deeds, (g) Affidavits regarding lost promissory notes, (h) endorsements of promissory notes to VA or HUD on behalf of Lender/Servicer as a required part of the claims process and (i) warranty deeds, including special warranty deeds;

3) take any and all actions and execute all documents necessary to protect the interest of Lender/Servicer in any bankruptcy proceeding, including, but not limited to, (a) execute Proofs of Claim and Affidavits of Movant under 11 U.S.C. Sec. 501-502, Bankruptcy Rule 3001-3003, and applicable local bankruptcy rules, (b) enter a Notice of Appearance, (c) vote for a trustee of the estate of the debtor, (d) vote for a committee of creditors, (e) attend the meeting of creditors of the debtor or any adjournment thereof, and vote on behalf of Lender/Servicer on any question that may be lawfully submitted before creditors in such a meeting, (f) complete, execute and return a ballot accepting or rejecting a plan, and (g) execute reaffirmation agreements;

4) assign the lien of any such mortgage loan naming MERS as the mortgagee when Lender/Servicer is the current promissory note-holder and the loan was closed and registered on the MERS System;

5) take any and all actions and execute all documents necessary to refinance, amend or modify any such loan;

6) endorse checks made payable to Lender/Servicer that are received by Subservicer as agent for payment on any such mortgage loan;

7) take any actions and execute such documents as may be necessary to fulfill Subservicer's servicing obligations to Lender/Servicer with respect to such mortgage loans.

This limited power of attorney is effective immediately and will continue until it is revoked or terminated. This limited power of attorney may only be used in the execution of the powers herein by (a) those Subservicer officers who have been duly appointed as Executive Vice President, Senior Vice President, Vice President, Assistant Vice President, Secretary or Assistant Secretary, and/or (b) non-officers who have been duly designated by Subservicer as having signing authority. Lender/Servicer shall have the right to limit such signing authority or may revoke signing authority

Document Prepared By:
LoanCare, LLC
3637 Sentara Way
Virginia Beach, Virginia 23452

from any officer or other authorized non-officer for any reason. Lender/Servicer hereby ratifies and adopts any action by Subservicer taken prior to the execution of this limited power of attorney that is consistent with the powers granted herein and hereby agrees that this Limited Power of Attorney shall control and take precedent over any previous corporate resolutions giving authority to Subservicer in performance of its duties. Lender/Servicer agrees that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party learns of the revocation. Lender/Servicer shall forever defend, indemnify and hold a third party harmless from any/all Losses a third party realizes as a result of or arising out of any claims that arise against the third party because of reliance on this power of attorney.

By these hands witnesseth that I, Ron Morrison being the General Counsel of Impac Mortgage Corp, am a duly authorized corporate officer and am authorized to grant this power of attorney on behalf of Lender/Servicer on this 22 day of December, 2015.

_____ [SEAL]

_____ [WITNESS] _____ [DATE]
Richard Johnson [Print Name]

_____ [WITNESS] _____ [DATE]
Steve Wichmann [Print Name]

On this ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in the County of _____, State of _____.

WITNESS my hand and official seal.

_____
NOTARY STAMP GOES HERE

_____
NOTARY PUBLIC [name goes here]

My commission expires: _____

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The Second Amendment to the Subservicing Agreement

Between

Impac Mortgage Corp.

AND

LoanCare, LLC

This Amendment #2 (the "Amendment #2") the Subservicing Agreement between Impac Mortgage Corp., ("Lender/Servicer") and LoanCare, LLC ("Subservicer") dated December 1, 2015 and any amendments, modifications or changes thereto (collectively, the "Agreement"), is between Lender/Servicer and Subservicer and has an effective date of April 1, 2019 ("Amendment #2 Effective Date").

RECITALS:

WHEREAS, the Parties desire to modify the Agreement only to the extent explicitly set forth herein; and

WHEREAS, capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement;

NOW, THEREFORE, in consideration of the Parties' mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. Acknowledgement. This Amendment #2 is hereby attached and made part of the Agreement. All other terms and conditions of the Agreement, other than those modified herein, shall remain in full force and effect.
2. Amendment
    a. The Parties hereby agree to amend Section 1.20 of the Agreement by deleting the definition of Expiration Date and replacing it with the following: "Expiration Date means November 30, 2020."
    b. The Schedule of Subservicing Fees for Loans located in Schedule II on pages forty-eight (48) through fifty-two (52) of the Agreement shall be stricken in its entirety and replaced with a new Schedule of Subservicing Fees for Loans, which is included with this Amendment as "Schedule II." Furthermore, the first amendment to the Subservicing Agreement, dated March 13, 2017, shall be terminated as of March 31, 2019, and no longer be in effect.
    c. The Service Level Standards attached hereto as Exhibit I, shall be placed at the end of the Agreement starting on page eighty-six (86). The Parties agree that the Service Level Standards set forth in Exhibit H shall apply for each month that Lender/Servicer has at least 10,000 Loans subject to this Agreement. Beginning on July 1, 2019 and upon Lender/Servicer's reasonable request, but not more than once per quarter, Subservicer shall provide to Lender/Servicer report(s) indicating its level of compliance with each Service Level Standard, except as otherwise noted therein. Each Service Level Standard

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reflects the Lender/Servicer's expectation of the level of service to be provided by the Subservicer. In the event that Lender/Servicer reasonably determines that the Service Levels are not being met, the Parties agree to work together in good faith to resolve any service level deficiencies or disputes. Furthermore, both Parties will work together in good faith to adjust any specific Service Level due to market or regulatory changes, other occurrences outside the Parties' control, or any other reason the Parties deem mutually agreeable. Subservicer shall not be responsible for failing to meet any Service Leve to the extent such failure is primarily caused by events beyond the reasonable control of Subservicer, including without limitation, the events listed in section 10.14 of the Agreement.

d. In addition to Lender/Servicer's other obligations related to Service Release Loans set forth in the Agreement, Lender/Servicer shall provide, for each Service Release Loan, a specific calendar date on which the Service Release Loan will be transferred to a subsequent servicer ('Service Release Loan Transfer Date") at least eighteen (18) calendar days prior to the Service Release Loan Transfer Date to ensure compliance with the Applicable Requirements. Furthermore, the Service Release Loan Transfer Date shall be no longer than ninety (90) calendar days after such Loan's origination. If a Service Release Loan does not have a Service Release Loan Transfer Date within ninety (90) days of such Servicer Release Loan's origination, LoanCare will move it to a Lender/Servicer permanent investor ID and the Loan will become a Service Retained Loan. In accordance with Section 2.3(h) of the Agreement, Subservicer will make MIP/PMI payments on Service Release Loans as required under the Applicable Requirements. Attached hereto as Exhibit J is a roles and responsibilities chart which outlines the Parties' expectations of the interim subservicing process for Service Release Loans.

[*signature page follows*]

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IN WITNESS WHEREOF, each Party has caused this instrument to be signed in its corporate name on its behalf by its proper officials duly authorized effective as of the Renewal Effective Date of this Amendment.

Impac Mortgage Corp.	LoanCare, LLC
DocuSigned by: Kevin John 4/4/2019	6 Apr 2019
Signature Date	Signature Date
Kevin John	W. David Worrall
By	By
Senior Vice President	President
Title	Title

IMPAC Funding Corporation

IMPAC FUNDING CORPORATION
4000 MacArthur Blvd., Suite 6000 | Newport Beach, CA 92660
(800) 597-4701

June 21, 2023

Loancare, LLC
Attn: Vicki Brown
3637 Sentara Way
Virginia Beach, VA 23452

Re: Transfer of Master Servicing

Dear Ms. Brown, -

Impac Funding Corporation ("Impac") has made the strategic business decision to exit the Master Servicing business and has entered into an agreement to sell and assign it's master servicing rights associated with certain Residential Mortgage-Backed Security and Private Investor portfolios to Nationstar Mortgage LLC dba Mr. Cooper Master Servicing ("MCMS"). Subject to final consents, the attached Exhibit A lists the securities, Loans, and Investor IDs that will transfer to MCMS effective July 1, 2023 and July 16, 2023 depending on the cutoff cycle.

Effective July 1, 2023 and July 16, 2023, your office will report and remit to MCMS in accordance with the governing agreements. Your first cutoff to them will be July 31, 2023 (month end) and August 15, 2023 (mid-month) with August 2023 remittance dates. Any payoffs collected starting July 1, 2023 should be reported and remitted to MCMS. The transfer to MCMS will include all loans serviced by SPS for Impac as master servicer. MCMS will be sending a separate communication to your office outlining report delivery and wiring instructions, along with points of contact. The last reporting to Impac Master Servicing is June 30, 2023 (month end) and July 15, 2023 (mid-month) with July remittance dates.

In the event the transaction is delayed for any reason, we will provide further notice with revised dates from those above.

Should you have any questions, please direct them to myself at Impac or Diane Moormann with MCMS.

Sincerely

Amy Pegnottga
VP Master Servicing
Impac Funding Corporation

EQUAL HOUSING

IMPAC Funding Corporation

IMPAC FUNDING CORPORATION
[illegible] Jamboree Blvd Suite 6000 | Newport Beach, CA 92660
(800) 597-[illegible]

Exhibit A

SERVICER_LOAN	Deal	Investor	Servicer
20344412	IMPAC SAC 1998-F1	814	Loancare
20344438	IMPAC SAC 1998-F1	814	Loancare
20344164	IMPAC SAC 1998-F1	814	Loancare
20343976	IMPAC SAC 1998-F1	814	Loancare
20344388	IMPAC SAC 1998-F1	814	Loancare
20343968	IMPAC SAC 1998-F1	814	Loancare
20344271	IMPAC SAC 1998-F1	814	Loancare
20344370	IMPAC SAC 1998-F1	814	Loancare
20343901	IMPAC SAC 1998-F1	814	Loancare
20343745	IMPAC SAC 2000-3	815	Loancare
20343786	IMPAC SAC 2000-3	815	Loancare
20343760	IMPAC SAC 2000-3	815	Loancare
20343729	IMPAC SAC 2000-3	815	Loancare
20342978	IMPAC CMB 2007-A	828	Loancare
20342937	IMPAC CMB 2007-A	828	Loancare
20342994	IMPAC CMB 2007-A	828	Loancare
20343463	IMPAC CMB 2005-6	826	Loancare
20343372	IMPAC CMB 2005-3	824	Loancare
20344586	IMPAC CMB 2005-1	822	Loancare
20344560	IMPAC CMB 2005-1	822	Loancare
20344404	IMPAC CMB 2005-1	822	Loancare
20344578	IMPAC CMB 2005-1	822	Loancare
20344537	IMPAC CMB 2005-1	822	Loancare
20344552	IMPAC CMB 2005-1	822	Loancare
20344602	IMPAC CMB 2005-1	822	Loancare
20343158	IMPAC CMB 2004-9	819	Loancare
20343133	IMPAC CMB 2004-9	819	Loancare
20343182	IMPAC CMB 2004-9	819	Loancare
20343117	IMPAC CMB 2004-8	818	Loancare
20343125	IMPAC CMB 2004-8	818	Loancare
20343604	IMPAC CMB 2004-5	817	Loancare
20343448	IMPAC CMB 2004-11	821	Loancare
20343430	IMPAC CMB 2004-11	821	Loancare
20343521	IMPAC CMB 2004-11	821	Loancare

IMPAC Funding Corporation

IMPAC FUNDING CORPORATION
[illegible] | Newport Beach, CA [illegible]
(949) 567-[illegible]

20343240	IMPAC CMB 2004-10	820	Loancare
20343216	IMPAC CMB 2004-10	820	Loancare
20344461	IMPAC CMB 2003-9	816	Loancare
20344479	IMPAC CMB 2003-9	816	Loancare
20344099	IMPAC CMB 2003-9	816	Loancare
20344172	IMPAC CMB 2003-9	816	Loancare
20343885	IMPAC CMB 2003-9	816	Loancare
20344065	IMPAC CMB 2003-9	816	Loancare
20344131	IMPAC CMB 2003-9	816	Loancare
20344305	IMPAC CMB 2003-9	816	Loancare
20344057	IMPAC CMB 2003-9	816	Loancare
20343844	IMPAC CMB 2003-9	816	Loancare
20344073	IMPAC CMB 2003-9	816	Loancare
20343950	IMPAC CMB 2003-9	816	Loancare
20344321	IMPAC CMB 2003-9	816	Loancare
20344313	IMPAC CMB 2003-9	816	Loancare
20343851	IMPAC CMB 2003-9	816	Loancare
20344297	IMPAC CMB 2003-9	816	Loancare
20344511	IMPAC CMB 2003-9	816	Loancare
20344503	IMPAC CMB 2003-9	816	Loancare

EXHIBIT 5

Complete March 24, 2023 Impac Funding–Nationstar Purchase Agreement as produced at ReorgIMC003050–003068, without the unproduced Schedule C

Declaration of Waseem Naik

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PURCHASE AGREEMENT

This PURCHASE AGREEMENT (this "Agreement") is entered into effective as of March 24, 2023, by and among Nationstar Mortgage LLC (the "Purchaser"), and Impac Funding Corporation (the "Seller").

WHEREAS, a portion of the Seller's business provides master servicing functions pursuant to obligations contained in various agreements, including, without limitation, certain private label securitizations in a master servicing portfolio; and

WHEREAS, upon the terms and conditions hereinafter set forth, Seller desires to sell to Purchaser, and Purchaser desires to acquire from Seller, all of Seller's interests in the portfolio.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
DEFINITIONS AND CONSTRUCTION

Section 1.1 Certain Definitions. For the purposes of this Agreement:

(a) "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

(b) "Assumed Contracts" means those certain private label securitization contracts relating to the securitizations set forth in Schedule A attached hereto.

(c) "Encumbrance" means any charge, claim, mortgage, servitude, easement, right of way, community or other marital property interest, covenant, equitable interest, license, lease or other possessory interest, lien, option, pledge, hypothecation, security interest, preference, priority, right of first refusal, condition, limitation or restriction of any kind or nature whatsoever (whether absolute or contingent), other than Permitted Encumbrances.

(d) "GAAP" means generally accepted accounting principles for financial reporting in the United States of America, as in effect as on the date of this Agreement.

(e) "Governmental Authority" means any (i) nation, region, state, county, city, town, village, district or other jurisdiction, (ii) federal, state, local, municipal, foreign or other government, (iii) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department or other entity and any court or other tribunal), or (iv) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or Taxing authority or power of any nature.

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(f) "Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

(g) "Liability" includes actual, known, absolute, accrued, or liquidated liabilities, debts or other obligations of any nature, due or to become due or otherwise, and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP.

(h) "Loss" or "Losses" means any and all actual damages, claims, losses, Liabilities and expenses, including, without limitation, reasonable legal, accounting and other expenses.

(i) "Order" means any award, injunction, judgment, decree, order, ruling, subpoena or verdict or other decision issued, promulgated or entered by or with any Governmental Authority of competent jurisdiction.

(j) "Permitted Encumbrances" means (i) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (ii) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business; and (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting real property.

(k) "Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

(l) "Portfolio" means all rights to master service any third-party mortgage loans (the "Mortgage Loans") or private-label securitization contracts held by Seller, including, without limitation, the Assumed Contracts; provided, however, that the Portfolio shall exclude the Assigned Rights.

(m) "Proceeding" means any action, arbitration, audit, examination, investigation, hearing, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, and whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

(n) "Representatives" shall mean, with respect to any party hereto, any officer, director, shareholder, member, partner, attorney, accountant, Tax advisor, agent, investment banker, lender, investor and potential investor, employee or other representative of such party.

(o) "Tax" means (i) any federal, state, local, foreign or other tax, charge, fee, duty (including customs duty), levy or assessment, including any income, gross receipts, net proceeds, alternative or add-on minimum, corporation, ad valorem, turnover, real property, personal property (tangible or intangible), sales, use, franchise, excise, value added, stamp, leasing, lease, user, transfer, fuel, excess profits, profits, occupational, premium, interest equalization, windfall profits, severance, license, registration, payroll, environmental (including taxes under Section 59A of the Code), capital stock, capital duty, disability, estimated, gains, wealth, welfare, employee's income withholding, other withholding, unemployment or social security or other tax of whatever kind (including any fee, assessment or other charges in the nature of or in lieu of any tax) that is imposed by any Governmental Authority, (ii) any interest, fines, penalties or additions resulting from, attributable to, or incurred in connection with any items described in this paragraph or any related contest or dispute, and (iii) any

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items described in this paragraph that are attributable to another person but that the Seller is liable to pay by law, by contract or otherwise, whether or not disputed.

(p) "Transaction Documents" means this Agreement and the other agreements, instruments and documents required to be delivered at the Closing.

(q) "Transaction Expenses" means any amounts incurred or to be paid by or on behalf of either party for investment banking fees, success fees, accounting fees, legal fees, lien releases and terminations and any other costs, expenses and Liabilities of advisors or consultants related to or arising out of the preparation, negotiation, execution, delivery or performance of this Agreement or any other Transaction Documents, or the consummation of the transactions contemplated hereby.

(r) "Transfer Date" means, with respect to each private-label securitization in the Portfolio, a date or dates mutually agreed upon by Seller and Purchaser upon which time Purchaser assumes the actual responsibility for the master servicing of the Portfolio, which prior to such time but following the Closing Date, Seller shall continue to interim master service the Portfolio.

Section 1.2 Interpretation. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. The word "including" will mean including without limitation, pronouns, nouns and terms used in this Agreement shall include the masculine, feminine, neuter, singular and plural forms thereof wherever appropriate to the context. The terms "this Agreement", "this instrument", "hereof", "herein", "hereunder", "hereto" and words of similar import refer to this Agreement as a whole, unless specifically provided otherwise elsewhere in this Agreement. Headings and captions are for convenience only and do not constitute substantive matters to be construed in interpreting this Agreement. All Schedules attached to this Agreement are incorporated herein by reference.

ARTICLE 2
THE TRANSACTION

Section 2.1 Purchase and Sale of Portfolio. At the Closing, Seller does hereby sell, assign, transfer, convey and deliver to Purchaser and Purchaser does hereby accept and purchase all of Seller's right, title and interest in and to the servicing rights of the Portfolio existing at the close of the business on the Closing Date, in each case free and clear of any and all Encumbrances. The Purchaser hereby acknowledges that the Seller has assigned certain optional termination rights and optional loan purchase rights to third parties (the "Assigned Rights") pursuant to that certain Purchase, Sale and Assignment Agreement, dated March 16, 2022 ("Purchase and Sale Agreement"), a copy of which is attached hereto as Exhibit 1, with respect to the transactions listed in the Purchase and Sale Agreement, and that Purchaser's rights in and to the Portfolio shall not include, and be subject to, any such Assigned Rights. In addition, any obligations required of Seller in the Purchase and Sale Agreement as master servicer shall become obligations of Purchaser as the new master servicer thereunder, and Purchaser accepts such assignment of such obligations.

Section 2.2 No Assumption of Liabilities. Purchaser shall not assume any (i) losses, expenses, fees, and costs arising out of, related to, or otherwise associated with any servicing errors committed by

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any party while a mortgage loan included in the Portfolio was master serviced by Seller, or (ii) other losses, expenses, fees, and costs to be paid by Purchaser (or any subsequent master servicer) for actions taken while a mortgage loan included in the Portfolio was master serviced by Seller; provided, however, that (i) and (ii) above shall not limit any requirement that the trusts which are in the Portfolio are required to bear any such Liabilities in lieu of the master servicer.

Section 2.3 Excluded Liabilities. Except with respect to the Assumed Contracts as set forth herein, Purchaser shall not assume, nor does Purchaser agree to pay, any Liabilities, or any other obligations of Seller, of any nature whatsoever. All Liabilities of Seller (the "Excluded Liabilities") shall be the sole responsibility of Seller, including, without limitation, all of Seller's Transaction Expenses (whether payable before or after the Closing), all outstanding intercompany payables related to the Portfolio, and all accrued fees, bonuses, sales commissions, or employee salaries related to the Portfolio.

Section 2.4 Closing; Closing Deliveries.

(a) Closing. The closing of the purchase and sale of the Portfolio (the "Closing") will take place on the date hereof (the "Closing Date"), either by telephone, confirmed by letter or wire, or conducted in person as determined by the Parties, unless another date or manner is agreed to in writing by the parties.

(b) Seller's Closing Deliveries. Seller shall deliver to Purchaser at or prior to the Closing the following documents:

(i) Evidence satisfactory to Purchaser in its reasonable discretion of the release of all Encumbrances on any of the Portfolio.

(ii) Such other documents as may be reasonably required to convey all of Seller's right, title and interest in the Portfolio.

Section 2.5 Purchase Price.

(a) In consideration for the Portfolio, Purchaser shall pay Seller an aggregate purchase price equal to [redacted]

(b) The Seller shall be responsible to pay for any Owner Trustee Fees identified in Schedule B hereof that have accrued and are unpaid up to the Closing Date.

(c) The Purchaser shall be responsible to pay its Transaction Expenses, which shall include any and all loan boarding fees and expenses.

Section 2.6 Transition Services. From the Closing Date through the related Transfer Date, with respect to each private-label securitization in the Portfolio (the "Interim Master Servicing Period"), Seller shall continue to service the related Mortgage Loans in accordance with the terms of the related Assumed Contract and continue to be compensated for such servicing in accordance

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with the terms of such Assumed Contract and consistent with what the Seller is currently being compensated for such services.

ARTICLE 3
SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Purchaser that as of the Closing Date the statements set forth in this Article 3 are true and correct, except as set forth on the Schedule C delivered by Seller to Purchaser concurrently with the execution and delivery of this Agreement and dated as of the date of this Agreement (the "Seller Disclosure Schedule"):

Section 3.1 Organization. The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the state of its formation.

Section 3.2 Binding Obligation; No Conflicts. The Seller has all requisite applicable power and authority to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Seller and the consummation by the Seller of the transactions contemplated by this Agreement have been duly authorized and approved by the Seller, and, other than the Third-Party Consents, no other action on the part of the Seller or any other party is necessary to authorize the execution, delivery and performance of this Agreement by the Seller and the consummation by the Seller of the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Seller and constitutes a valid and binding obligation of the Seller enforceable in accordance with its terms, except as enforceability may be limited by equitable principles or by bankruptcy, fraudulent conveyance or insolvency laws affecting creditors' rights generally. The execution, delivery and performance by Seller of this Agreement does not and will not conflict with, result in any violation of or default under, give rise to any right of suspension, revocation, novation, cancellation or impose any additional obligations under any provision of (a) the organizational documents of the Seller, (b) any contract or agreement to which the Seller is a party or by which the Portfolio is bound, or (c) to the best of the Seller's knowledge, any ordinance, rule, regulation, judgment, Order, decree, agreement, instrument or license applicable to the Seller or to its properties or assets. To the best of the Seller's knowledge, no consent, approval, Order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other Governmental Authority or instrumentality is required by or with respect to the Seller in connection with its execution, delivery or performance of this Agreement.

Section 3.3 Contracts. Except as described on the Seller Disclosure Schedule, the Seller is not a party to or bound by any lease, agreement, contract or other commitment relating to the Portfolio, other than the Assumed Contracts. Each Assumed Contract is a valid and binding obligation of the Seller and is in full force and effect. The Seller (and all of Seller's predecessors in interest) has performed in all material respects all obligations required to be performed by it to date under the Assumed Contracts. The Seller is not, in any material way, in violation of or in default under any of the Assumed Contracts, and, to the knowledge of the Seller, no other party to the Assumed Contracts is in any material way in violation of or default under any of the Assumed Contracts. To the knowledge of the Seller, no event, occurrence or condition exists which, with the lapse of time, the giving of notice, or both, or the happening of any further event or condition, would become a material violation or default by any other party under any Assumed Contract. All Assumed

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Contracts are in the name of the Seller and/or its predecessors in interest, and all Assumed Contracts will be effectively transferred to Purchaser at the Closing. The Seller has no knowledge of any intention by any party to any Assumed Contract to terminate or limit its business relationship with the Seller or with Purchaser. Seller has delivered to Purchaser (a) true and complete copies of all of the Assumed Contracts including any amendments or waivers thereof and (b) a true and complete written summary of any oral Assumed Contracts. There are no unwritten amendments or waivers of any Assumed Contract.

Section 3.4 Legal Proceedings. Except as set forth on the Seller Disclosure Schedule, there are no material Proceedings pending or, to the knowledge of the Seller, threatened by or against or affecting the Portfolio (nor, to the knowledge of the Seller, is there any basis therefor).

Section 3.5 Absence of Changes or Events. Since February 22, 2023, the Portfolio has been master serviced in the ordinary course and there has not been any Material Adverse Change. For purposes of this Agreement, "Material Adverse Change" means that one or more servicers servicing mortgage loans pursuant to the Assumed Contracts has stopped making advances or otherwise is in material default under a majority of the deals serviced by such servicer pursuant to the Assumed Contracts.

Section 3.6 Compliance with Laws. To the best of the Seller's knowledge, the Seller is not, nor has the Seller been, in any material respect in violation of any law, Order, ordinance, rule or regulation of any Governmental Authority with respect to the Portfolio. The Seller has not received any written communication during the past two years from a Governmental Authority that alleges that the Seller is not in compliance in any material respect with any law, Order, ordinance, rule or regulation with regards to the Portfolio.

Section 3.7 No Broker's or Finder's Fees. No agent, broker, investment banker, person or firm acting on behalf of Seller is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement.

Section 3.8 Full Disclosure. Neither this Agreement nor any document or other information furnished or to be furnished by or on behalf of Seller to Purchaser in connection with this Agreement or the transactions contemplated hereby contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

Section 3.9 Financial Ability. Seller has sufficient financial resources to consummate the transactions contemplated by this Agreement.

ARTICLE 4
PURCHASER'S REPRESENTATIONS AND WARRANTIES

Purchaser represents and warrants to Seller that as of the Closing Date the statements set forth in this Article 4 are true and correct:

Section 4.1 Organization. Purchaser is (a) a limited liability company duly organized, validly existing and in good standing under the laws of the State of Texas, and (b) has all requisite limited

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liability company power and authority to enter into this Agreement and the Transaction Documents, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby.

Section 4.2 Binding Obligation. Purchaser has all requisite power and authority to enter into and perform its obligations under this Agreement. All acts and other proceedings required to be taken by Purchaser to authorize the execution, delivery and performance by Purchaser of this Agreement and the transactions contemplated hereby, have been duly and properly taken. This Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforceability may be limited by equitable principles or by bankruptcy, fraudulent conveyance or insolvency laws affecting creditors' rights generally. The execution, delivery and performance by Purchaser of this Agreement does not and will not conflict with, or result in any violation of, any provision of (a) the organizational documents of Purchaser, (b) any contract or other agreement to which Purchaser is a party or (c) to the best of the Purchaser's knowledge, any ordinance, rule, regulation, judgment, Order, decree, agreement, instrument or license applicable to the Purchaser or to its properties or assets. No consent, approval, Order or authorization of, or registration, declaration or filing with, any court, administrative agency or commission or other Governmental Authority or instrumentality, domestic or foreign, is required by or with respect to Purchaser in connection with its execution, delivery or performance of this Agreement.

Section 4.3 Legal Proceedings. There is no Proceeding pending or, to Purchaser's knowledge, threatened, against Purchaser that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the transactions contemplated by this Agreement.

Section 4.4 No Broker's or Finder's Fees. No agent, broker, investment banker, person or firm acting on behalf of Purchaser is or will be entitled to any broker's or finder's fee or any other commission or similar fee in connection with any of the transactions contemplated by this Agreement.

Section 4.5 Independent Investigation. Purchaser has conducted its own independent investigation, review and analysis of the Portfolio, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. Purchaser acknowledges and agrees that: (a) in making its decision to enter into this Agreement and the Transaction Documents, if any, and to consummate the transactions contemplated hereby and thereby, Purchaser has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Article 3 of this Agreement (including related portions of the Seller Disclosure Schedule); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Portfolio, or this Agreement, except as expressly set forth in Article 3 of this Agreement (including the related portions of the Seller Disclosure Schedule).

Section 4.6 Financial Ability. Purchaser has sufficient financial resources to consummate the transactions contemplated by this Agreement.

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ARTICLE 5
ADDITIONAL AGREEMENTS

Section 5.1 Publicity. Unless otherwise required by applicable Law or stock exchange requirements (based upon the reasonable advice of counsel), neither Purchaser nor the Seller shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other party (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 5.2 Seller's Liability. Notwithstanding anything to the contrary in this Agreement, Seller shall be solely responsible for payment of any obligations under or related to WARN, severance expenses, claims or other Losses in connection with the termination by the Seller of any employee employed by the Seller on or prior to the Closing Date, including any such termination in connection with the transactions contemplated by this Agreement.

Section 5.3 Excluded Liabilities. The parties have elected not to comply with the provisions of any bulk transfer or similar law of any jurisdiction in connection with the sale of the Portfolio to Purchaser.

Section 5.4 Third-Party Consents. Seller shall initiate the process to obtain all consents to be executed by the necessary parties to permit Purchaser to assume the Seller's interest in the Assumed Contracts acquired among the Purchased Assets (the "Third-Party Consents") and shall be responsible for all costs associated with such efforts. The Third-Party Consents are set forth on the Seller Disclosure Schedule. Seller shall manage the points of contact with respect to such Assumed Contracts and provide additional support to Purchaser until all Third-Party Consents are obtained to the satisfaction of Purchaser and its legal counsel.

Section 5.5 Further Cooperation.

(a) From time to time after the Closing, Seller (at Purchaser's reasonable request and without further consideration), shall execute and deliver such other instruments of transfer as Purchaser may reasonably request to transfer to Purchaser more effectively the right, title and interest in or to the Portfolio. Seller shall as promptly as practical, deliver to Purchaser any cash, checks, mail, packages, notices and other similar communications it receives that are the property of Purchaser. If requested by Purchaser, Seller shall endorse in favor of Purchaser any checks or other instruments of payment that by their terms are payable to the Seller but are acquired by Purchaser hereunder. Seller shall forward to Purchaser, in a commercially reasonable manner, any telephone calls and other communications received by it in respect of the Portfolio.

(b) From and after the Closing, at the reasonable request of Purchaser and subject to customary confidentiality restrictions, the Seller will and will cause its Affiliates and Representatives to cooperate with, at Purchaser's cost, Purchaser and its counsel in the contest or defense of, and make available its personnel and provide any testimony and access to its books and records in connection with, any Proceeding involving or relating to (i) any of the transactions contemplated by this Agreement or (ii) any action, activity, circumstance, condition, conduct, event, fact, failure to act, incident, occurrence, plan, practice, situation, status or transaction on or before the Closing Date

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involving the Portfolio.

(c) It is understood and agreed that Seller will undertake and finalize all required USAP and Regulation AB audits for the reporting period in 2023 calendar year prior to the Transfer Date, and shall provide results of the same to Purchaser, as well as the appropriate Trustee or Owner, as defined under the Assumed Contracts.

(d) Seller agrees to reasonably cooperate with Purchaser in any efforts Purchaser must take, following the Closing Date.

ARTICLE 6
INDEMNIFICATION

Section 6.1 Seller's Indemnification. The Seller shall indemnify and hold harmless Purchaser, its Affiliates, and their successors and assigns, and their respective officers, directors, managers, shareholders, members, employees and agents, against, and in respect of, any and all Losses actually suffered, sustained, incurred or paid by Purchaser that arose prior to the Closing date resulting from or arising out of (a) any breach of Seller's representations and warranties set forth in this Agreement, (b) any breach or violation of any covenant in this Agreement by the Seller, (c) the failure of Seller to pay or otherwise discharge the Excluded Liabilities, (d) the ownership or operation of the Portfolio by Seller or any third party prior to the Closing Date, or (e) any servicing or master servicing errors committed by the Seller or any of Seller's predecessors in interest prior to the Closing Date, provided, however, that Purchaser has taken reasonable and appropriate actions to mitigate any such Losses. With respect to clauses (d) and (e) of this Section 6.1, the Seller shall only be deemed liable for, and indemnify Purchase from, any such Losses solely to the extent the Seller would have been liable for such amounts while a Mortgage Loan included in the Portfolio was master serviced by the Seller. Purchaser shall only be entitled to seek indemnification in respect of Continuation Errors (as defined below) until the one-year anniversary of the Closing Date.

Section 6.2 Purchaser's Indemnification. Purchaser shall indemnify and hold harmless Seller, their Affiliates, and their successors and assigns, and their respective officers, directors, managers, shareholders, members, employees and agents, against, and in respect of, any and all Losses actually suffered, sustained, incurred or paid by the Seller that arose after the Closing Date directly resulting from (a) any breach of Purchaser's representations and warranties set forth in this Agreement, (b) any breach or violation of any covenant in this Agreement by Purchaser, (c) the ownership or operation of the Portfolio by Purchaser or any third party on or after the Closing Date, (c) any servicing or master servicing errors committed by Purchaser (or any of its Affiliates) while servicing or master servicing the Portfolio at any time on or after the Closing Date (other than the Excluded Liabilities), to the extent such servicing or master servicing errors were not simply a continuation of servicing or master servicing errors (the "Continuation Errors") committed by Seller or any other third party prior to the Closing Date.

Section 6.3 Limitations.

(a) Limitations on Liability.

(i) No party claiming indemnification under this Article 6 (an "Indemnified

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Party") against any other party (an "Indemnifying Party") shall be entitled to recover from the Indemnifying Party any incidental, consequential, special or punitive damages; provided that any incidental, consequential, special or punitive damages recovered by a third party from an Indemnified Party entitled to indemnification under this Article 6 shall be included in the Losses recoverable by such Indemnified Party, subject to the limitations found in Section 6.3.

(ii) In calculating the amount of any Losses for which an Indemnifying Party is liable under this Article 6, there shall be taken into consideration the amount of any insurance recoveries such Indemnified Party in fact receives as a direct consequence of the circumstances to which the Losses related or from which the Losses resulted or arose (net of any deductibles or increase in premiums).

(b) Calculation of Losses. For purposes of determining the failure of any representations or warranties to be true and correct, the breach of any covenants or agreements, and calculating Losses hereunder, any qualifications in the representations, warranties, covenants and agreements (such as "material", "materially", "immaterial", "knowledge", "to the knowledge of", or other similar words of limitation) in this Agreement shall be disregarded.

(c) Sole Remedy. Except for the right to seek specific performance of any of the agreements contained herein or in the event of fraud, gross negligence or intentional breach, the remedies of Purchaser, Seller and each other Indemnified Party specifically provided for by this Article 6 shall be the sole and exclusive remedies of Purchaser, Seller and such other Indemnified Parties for (i) any breach or inaccuracy of the representations and warranties contained in this Agreement or in any other agreement or document furnished or delivered pursuant hereto, (ii) any breach or failure to perform any covenants, agreements or obligations contained in this Agreement or in any other agreement or document furnished or delivered pursuant hereto, or (iii) any Losses relating to, resulting from or arising out of any transaction or matter relating in any manner whatsoever to this Agreement or to any other agreement or document furnished or delivered pursuant hereto.

(d) Any claim for indemnification by Purchaser with respect to a breach by the Seller of Section 3.8 must be made pursuant to Section 6.4(a) no later than 180 days subsequent to the Closing Date. Any indemnification claim made pursuant to Section 3.8 not made within the time period listed above shall be null and void.

Section 6.4 Procedures.

(a) Notice of Claim. Upon obtaining knowledge of facts giving rise to a claim for indemnity, the Indemnified Party shall promptly notify the Indemnifying Party in writing (a "Claim Notice") of the facts giving rise to such claim. Such notice shall contain (i) a description and, if known, the estimated amount of any Losses incurred, (ii) a reasonable explanation of the basis for the Claim Notice to the extent of the facts then known by the Indemnified Party and (iii) a demand for payment of those Losses.

(b) Acceptance of Claim.

(i) Within 30 days after delivery of the Claim Notice, the Indemnifying Party will deliver to the Indemnified Party a written response in which the Indemnifying Party will

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either:

A. agree that the Indemnified Party is entitled to receive all of the Losses at issue in the Claim Notice; or

B. dispute the Indemnified Party's entitlement to indemnification by delivering to the Indemnified Party a written notice (an "Objection Notice") setting forth in reasonable detail each disputed item, the basis for each such disputed item and certifying that all such disputed items are being disputed in good faith.

(ii) If the Indemnifying Party fails to take either of the foregoing actions within 30 days after delivery of the Claim Notice, then the Indemnifying Party will be deemed to have irrevocably accepted the Claim Notice and the Indemnifying Party will be deemed to have irrevocably agreed to pay the Losses at issue in the Claim Notice.

(c) Defense of Third-Party Claims. With respect to any claim or demand set forth in a Claim Notice relating to a third-party claim, the Indemnifying Party may defend (in good faith and at its expense) any such claim or demand, and the Indemnified Party (at its expense) shall have the right to participate in the defense of any such claim. So long as the Indemnifying Party is defending such claim diligently and in good faith, the Indemnified Party shall not settle or compromise such third-party claim. If the Indemnifying Party does not elect to defend any such claim, the Indemnified Party shall have no obligation to do so.

Section 6.5 Tax Treatment of Indemnity Payments. Seller and Purchaser agree to treat any indemnity payment made pursuant to this Article 6 as an adjustment to the Purchase Price for all Tax purposes.

ARTICLE 7
GENERAL PROVISIONS

Section 7.1 Survival of Representations, Warranties and Agreements. All representations, warranties and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Closing, or as may be limited by the period of time set forth in Section 6.3(d).

Section 7.2 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

Section 7.3 Governing Law; Jurisdiction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF NEW YORK.

EACH PARTY HERETO KNOWINGLY, INTENTIONALLY AND IRREVOCABLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF, CONNECTED

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WITH OR IN ANY WAY RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

WITH RESPECT TO ANY CLAIM OR ACTION ARISING HEREUNDER, THE PARTIES (A) IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT LOCATED IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF, AND (B) IRREVOCABLY WAIVE ANY OBJECTION WHICH SUCH PARTY MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN ANY SUCH COURT, AND IRREVOCABLY WAIVE ANY CLAIM THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 7.4 Expenses. Whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred by Purchaser or Seller in connection with this Agreement and the transactions contemplated hereby, including, to the extent applicable, and brokers' and finder's fees, shall be paid by the party incurring such cost.

Section 7.5 Specific Performance. Each party acknowledges and agrees that each other party may be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any breach of this Agreement by a party may not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a party may be entitled, at law or in equity, such party shall be entitled to enforce any provision of this Agreement by seeking a decree of specific performance and to seek temporary, preliminary and permanent injunctive relief to prevent breaches or threatened breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

Section 7.6 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by the Seller or Purchaser. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors, assigns, heirs, and legal representatives.

Section 7.7 Entire Agreement. This Agreement, including the Schedules hereto, and the other documents delivered pursuant hereto contain the entire understanding of the parties hereto with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, inducements or conditions, express or implied, oral or written, between the parties with respect to the subject matter hereof and thereof.

Section 7.8 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.8):

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If to Seller:

Impac Funding Corporation
Attn: General Counsel
4000 MacArthur Blvd., Suite 6000
Newport Beach, CA 92660

With copy to:
GeneralCounselDG@impacmail.com

If to Purchaser:

Nationstar Mortgage LLC 8950
Cypress Waters Blvd. Coppell,
TX 75209
Attn: General Counsel

Section 7.9 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 7.10 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7.11 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The parties intend that electronically imaged signatures such as .pdf files shall constitute original signatures and are binding on all parties. The original documents shall be promptly delivered, if requested.

Section 7.12 Relationship of Parties. Nothing herein contained shall be deemed or construed to create a co-partnership or joint venture between the parties hereto and the services of the Seller shall be rendered as an independent contractor and not as agent for the Purchaser.

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IN WITHNESS Whereof, Purchaser and Seller have executed this Agreement as of the date first written above.

PURCHASER: NATIONSTAR MORTGAGE LLC

By: DocuSigned by: Diane Moormann
59480668AA63460...

Name: Diane Moormann

Title: Vice President

3/27/2023

SELLER: IMPAC FUNDING CORPORATION

By: DocuSigned by: Joe Joffrion
91AEE593988D4E8...

Name: Joe Joffrion

Title: SVP & General Counsel

3/27/2023

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SCHEDULE A
ASSUMED CONTRACTS

Deal Name
IMPAC CMB 2002-9
IMPAC CMB 2003-1
IMPAC CMB 2003-11
IMPAC CMB 2003-2
IMPAC CMB 2003-4
IMPAC CMB 2003-8
IMPAC CMB 2003-9F
IMPAC CMB 2004-10
IMPAC CMB 2004-11
IMPAC CMB 2004-3
IMPAC CMB 2004-4
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IMPAC CMB 2004-6
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IMPAC CMB 2005-4
IMPAC CMB 2005-5
IMPAC CMB 2005-6
IMPAC CMB 2005-7
IMPAC CMB 2005-8
IMPAC CMB 2007-A
IMPAC SAC 1998-F1
IMPAC SAC 2000-3
IMPAC SAC 2001-8
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IMPAC SAC 2004-3
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IMPAC SAC 2005-1
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IMPAC SAC 2006-1
IMPAC SAC 2006-2
IMPAC SAC 2006-3
IMPAC SAC 2006-4
IMPAC SAC 2006-5
IMPAC SAC 2007-1
IMPAC SAC 2007-2
IMPAC SAC 2007-3
PFCA HM EQTY INVMT TR 2002-IFC1
PFCA HM EQTY INVMT TR 2003-IFC4
PFCA HM EQTY INVMT TR 2003-IFC5
PFCA HOME EQTY INVMT TR 2003-IFC3
PFCA HOME EQUITY INVESTMENT TRUST 2003-IFC6
PFCA HOME EQUITY INVESTMENT TRUST 2002-IFC2
SOUNDVIEW 2003-2

DocuSign Envelope ID: CC60E4C6-59D5-4EA9-AA23-B3516E51134C

SCHEDULE B

OWNER TRUSTEE FEES

Deal Name
IMPAC CMB 2003-1
IMPAC CMB 2003-4
IMPAC CMB 2003-8
IMPAC CMB 2003-9F
IMPAC CMB 2004-11
IMPAC CMB 2004-3
IMPAC CMB 2004-4
IMPAC CMB 2004-5
IMPAC CMB 2004-6
IMPAC CMB 2004-7
IMPAC CMB 2004-8
IMPAC CMB 2004-9
IMPAC CMB 2004-10
IMPAC CMB 2005-1

DocuSign Envelope ID: CC60E4C6-59D5-4EA9-AA23-B3516E51134C

SCHEDULE C

SELLER DISCLOSURE SCHEDULE

ASSUMED CONTRACTS

N/A

DocuSign Envelope ID: CC60E4C6-59D5-4EA9-AA23-B3516E51134C

SCHEDULE C

SELLER DISCLOSURE SCHEDULE

LEGAL PROCEEDINGS

(attached hereto)

EXHIBIT 6

February 12, 2026 Rocket/Nationstar-to-IMPAC CMB Trust Series 2003-9F

recorded assignment

Declaration of Waseem Naik

Recording Requested By:
ROCKET MORTGAGE LLC

When Recorded Return To:

DOCUMENT ADMINISTRATION
ROCKET MORTGAGE LLC
8950 CYPRESS WATERS BLVD
COPPELL, TX 75019

CORPORATE ASSIGNMENT OF MORTGAGE

Mercer, New Jersey
SELLER'S SERVICING [redacted] "NAIK"

Date of Assignment: February 12th, 2026
Assignor: ROCKET MORTGAGE, LLC SUCCESSOR BY MERGER TO NATIONSTAR MORTGAGE LLC at 1050 WOODWARD AVE. DETROIT, MI 48226
Assignee: IMPAC CMB TRUST SERIES 2003-9F at 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705

Executed By: ASMA W. NAIK AND WASEEM NAIK To: PARADISE MORTGAGE SERVICE CORP., A NEW JERSEY CORPORATION
Date of Mortgage: 12/29/1997 Recorded: 01/31/1998 in Book/Reel/Liber: 04118 Page/Folio: 0095 as Instrument No.: RD 1998 003654 In the County of Mercer, State of New Jersey.

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of $178,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

ROCKET MORTGAGE, LLC SUCCESSOR BY MERGER TO NATIONSTAR MORTGAGE LLC
On February 12th, 2026

By: _____
TSEDALE ALEMU, Authorized Signatory

STATE OF Texas
COUNTY OF Dallas

On February 12th, 2026, before me, SYLVIA RAMIREZ, a Notary Public in and for Dallas in the State of Texas, personally appeared TSEDALE ALEMU , Authorized Signatory of ROCKET MORTGAGE, LLC, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

_____
SYLVIA RAMIREZ
Notary Expires: 03/13/2027 #131921660

SYLVIA RAMIREZ
Notary Public, State of Texas
Comm. Expires 03-13-2027
Notary ID 131921660

(This area for notarial seal)

*PPA*PPANATT*02/12/2026 10:44:05 AM* NATT01NATT[redacted] NJMERCE[redacted] NJSTATE_MORT_ASSIGN_ASSN *ET1*ET1NATT*

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	**Chapter 11**
IMPAC MORTGAGE HOLDINGS, INC., et al., Reorganized Debtors.	**Case No. 26-10593 (CTG)** (Jointly Administered)

[PROPOSED] ORDER ON MOTION OF WASEEM NAIK FOR INTERPRETATION AND CLARIFICATION AND, ONLY TO THE EXTENT NECESSARY, AN INDICATIVE RULING

Upon consideration of Waseem Naik's motion (the "Motion"), the supporting declaration, and the record, it is ORDERED:

1. The Motion is granted to the following limited extent: paragraphs 46 and 47 of the Confirmation Order, including paragraph 47(e)'s pre-confirmation-motion proviso for setoff and subrogation, do not themselves bar Movant from asserting a defense, including recoupment used solely as a defense, to reduce or defeat a claim or request for relief asserted against him by, in the name of, or on behalf of a Debtor, Reorganized Debtor, or Released Party, if that defense independently exists under applicable nonbankruptcy law.
2. This Order does not determine whether any defense exists on any facts; permit affirmative recovery; adjudicate any issue before a New Jersey court; determine mortgage ownership; compel discovery; excuse an untimely setoff motion; alter the treatment of Proof of Claim Nos. 12 or 64; or modify any consummated Plan transaction.
3. **Alternative indicative ruling if paragraph 1 cannot be entered while the appeal is pending:** Under Federal Rule of Bankruptcy Procedure 8008(a)(3), the Court states that it would grant the limited clarification in paragraphs 1–2 if the District Court remands for that purpose; alternatively, under Rule 8008(a)(4), the Court states that the Motion raises a substantial issue.
4. If the Court enters an indicative ruling under paragraph 3, Movant shall promptly notify the Clerk of the District Court as required by Rule 8008(b).

Dated: _____, 2026
Wilmington, Delaware

_____
HONORABLE CRAIG T. GOLDBLATT
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	**Chapter 11**
IMPAC MORTGAGE HOLDINGS, INC., et al., Reorganized Debtors.	**Case No. 26-10593 (CTG)** (Jointly Administered)

CERTIFICATE OF SERVICE

I certify that on September 17, 2026, I served the following documents by electronic mail listed below:

1. Notice of Motion;
2. Motion for Interpretation and Clarification and, Only to the Extent Necessary, an Indicative Ruling;
3. Declaration of Waseem Naik and Exhibits 1–6; and
4. Proposed Order.

The documents were served on:

Curtis S. Miller and Alexis L. Sullivan Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street, 16th Floor Wilmington, Delaware 19801

Email: cmiller@morrisnichols.com; asullivan@morrisnichols.com

Daniel B. Besikof, Lindsay Sklar, and Emma Cervantes Lowenstein Sandler LLP 1251 Avenue of the Americas New York, New York 10020

Email: dbesikof@lowenstein.com; lsklar@lowenstein.com; ecervantes@lowenstein.com

Laura Davis Jones and Timothy P. Cairns Pachulski Stang Ziehl & Jones LLP 919 North Market Street, 17th Floor Wilmington, Delaware 19801

Email: ljones@pszjlaw.com; tcairns@pszjlaw.com

John D. Beck and Geoffrey M. Miller Dentons US LLP 1221 Avenue of the Americas New York, New York 10020

Email: john.beck@dentons.com; geoffrey.miller@dentons.com

Tania M. Moyron Dentons US LLP 601 South Figueroa Street, Suite 2500 Los Angeles, California 90017

Email: tania.moyron@dentons.com

Office of the United States Trustee 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801. By Hand.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 17, 2026
Princeton, New Jersey

/s/ Waseem Naik
Waseem Naik