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

FORM 10-Q

(Mark One)

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

For the quarterly period ended March 31, 2020

OR

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

For the transition period from _____ to _____

Commission file number 001-35151

AG MORTGAGE INVESTMENT TRUST, INC.

Maryland	**27-5254382**
(State or Other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification No.)
245 Park Avenue, 26th Floor New York, New York	**10167**
(Address of Principal Executive Offices)	(Zip Code)

(212) 692-2000
(Registrant's Telephone Number, Including Area Code)

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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 and Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

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

Large Accelerated filer ☐ Accelerated filer ☒ Non-Accelerated filer ☐ Smaller reporting company ☐ Emerging growth company ☐

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

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

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

Title of each class:	Trading Symbols:	Name of each exchange on which registered:
Common Stock, $0.01 par value per share	MITT	New York Stock Exchange (NYSE)
8.25% Series A Cumulative Redeemable Preferred Stock	MITT PrA	New York Stock Exchange (NYSE)
8.00% Series B Cumulative Redeemable Preferred Stock	MITT PrB	New York Stock Exchange (NYSE)
8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock	MITT PrC	New York Stock Exchange (NYSE)

As of June 5, 2020, there were 32,823,511 outstanding shares of common stock of AG Mortgage Investment Trust, Inc.

EXPLANATORY NOTE

As previously disclosed in the Current Report on Form 8-K filed by AG Mortgage Investment Trust, Inc. (the "Company") with the Securities and Exchange Commission (the "SEC") on May 7, 2020, the filing of the Company's Quarterly Report on Form 10-Q for the period ended March 31, 2020 (the "Form 10-Q") was delayed due to circumstances related to the novel coronavirus outbreak (the "COVID-19 pandemic"). The Company has experienced disruptions in its day-to-day activities as a result of the COVID-19 pandemic and measures taken to limit its spread. While AG REIT Management, LLC (our "Manager") has the technology in place for all of its employees to work remotely, the Company's sole office is (and many of the Company's advisors, service providers and counterparties are) located in New York City, which has been significantly affected by the COVID-19 pandemic, and which caused delays in the receipt of information from various counterparties. This, in turn, delayed the Company's ability to complete the Form 10-Q within the time prescribed for the filing. Accordingly, and in reliance on the SEC's Orders under Section 36 of the Securities Exchange Act of 1934, as amended (Release Nos. 34-88318 and 34-88465), the Company delayed the filing of this Form 10-Q.

AG MORTGAGE INVESTMENT TRUST, INC.
TABLE OF CONTENTS

PART I

ITEM 1. FINANCIAL STATEMENTS

AG Mortgage Investment Trust, Inc. and Subsidiaries
Consolidated Balance Sheets (Unaudited)
(in thousands, except per share data)

	March 31, 2020	December 31, 2019
Assets		
Real estate securities, at fair value:		
Agency - $23,132 and $2,234,921 pledged as collateral, respectively	$ 23,132	$ 2,315,439
Non-Agency - $165,605 and $682,828 pledged as collateral, respectively (1)	186,797	717,470
CMBS - $126,042 and $413,922 pledged as collateral, respectively	129,626	416,923
Residential mortgage loans, at fair value - $140,633 and $171,224 pledged as collateral, respectively (2)	766,960	417,785
Commercial loans, at fair value - $3,720 and $4,674 pledged as collateral, respectively	158,051	158,686
Investments in debt and equity of affiliates	119,212	156,311
Excess mortgage servicing rights, at fair value	14,066	17,775
Cash and cash equivalents	92,299	81,692
Restricted cash	41,400	43,677
Other assets - $12,658 and $0 pledged as collateral, respectively	27,093	21,905
Assets held for sale - Single-family rental properties, net	—	154
Total Assets	$ 1,558,636	$ 4,347,817
Liabilities		
Financing arrangements	$ 969,857	$ 3,233,468
Securitized debt, at fair value (1)(2)	197,182	224,348
Dividend payable	—	14,734
Other liabilities	32,266	24,675
Liabilities held for sale - Single-family rental properties, net	666	1,546
Total Liabilities	1,199,971	3,498,771
Commitments and Contingencies (Note 13)		
Stockholders' Equity		
Preferred stock - $0.01 par value; 50,000 shares authorized:		
8.25% Series A Cumulative Redeemable Preferred Stock, 2,070 shares issued and outstanding ($51,750 aggregate liquidation preference)	49,921	49,921
8.00% Series B Cumulative Redeemable Preferred Stock, 4,600 shares issued and outstanding ($115,000 aggregate liquidation preference)	111,293	111,293
8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock, 4,600 shares issued and outstanding ($115,000 aggregate liquidation preference)	111,243	111,243
Common stock, par value $0.01 per share; 450,000 shares of common stock authorized and 32,749 and 32,742 shares issued and outstanding at March 31, 2020 and December 31, 2019, respectively	327	327
Additional paid-in capital	662,486	662,183
Retained earnings/(deficit)	(576,605)	(85,921)
Total Stockholders' Equity	358,665	849,046
Total Liabilities & Stockholders' Equity	$ 1,558,636	$ 4,347,817

The accompanying notes are an integral part of these unaudited consolidated financial statements.

(1) See Note 3 for details related to variable interest entities.
(2) See Note 4 for details related to variable interest entities.

AG Mortgage Investment Trust, Inc. and Subsidiaries
Consolidated Statements of Operations (Unaudited)
(in thousands, except per share data)

	Three Months Ended	
	March 31, 2020	**March 31, 2019**
Net Interest Income		
Interest income	$ 40,268	$ 41,490
Interest expense	19,971	22,094
Total Net Interest Income	20,297	19,396
Other Income/(Loss)		
Net realized gain/(loss)	(151,143)	(20,583)
Net interest component of interest rate swaps	923	1,781
Unrealized gain/(loss) on real estate securities and loans, net	(313,897)	46,753
Unrealized gain/(loss) on derivative and other instruments, net	5,686	(10,086)
Foreign currency gain/(loss), net	1,649	—
Other income	3	414
Total Other Income/(Loss)	(456,779)	18,279
Expenses		
Management fee to affiliate	2,149	2,345
Other operating expenses	2,342	3,781
Equity based compensation to affiliate	88	126
Excise tax	(815)	92
Servicing fees	579	371
Total Expenses	4,343	6,715
Income/(loss) before equity in earnings/(loss) from affiliates	(440,825)	30,960
Equity in earnings/(loss) from affiliates	(44,192)	(771)
Net Income/(Loss) from Continuing Operations	(485,017)	30,189
Net Income/(Loss) from Discontinued Operations	—	(1,034)
Net Income/(Loss)	(485,017)	29,155
Dividends on preferred stock	5,667	3,367
Net Income/(Loss) Available to Common Stockholders	$ (490,684)	$ 25,788
Earnings/(Loss) Per Share - Basic		
Continuing Operations	$ (14.98)	$ 0.87
Discontinued Operations	—	(0.03)
Total Earnings/(Loss) Per Share of Common Stock	$ (14.98)	$ 0.84
Earnings/(Loss) Per Share - Diluted		
Continuing Operations	$ (14.98)	$ 0.87
Discontinued Operations	—	(0.03)
Total Earnings/(Loss) Per Share of Common Stock	$ (14.98)	$ 0.84
Weighted Average Number of Shares of Common Stock Outstanding		
Basic	32,749	30,551
Diluted	32,749	30,581

The accompanying notes are an integral part of these unaudited consolidated financial statements.

AG Mortgage Investment Trust, Inc. and Subsidiaries
Consolidated Statements of Stockholders' Equity (Unaudited)
(in thousands)

For the Three Months Ended March 31, 2020 and March 31, 2019

	Common Stock		8.25% Series A Cumulative Redeemable Preferred Stock	8.00% Series B Cumulative Redeemable Preferred Stock	8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock	Additional Paid-in Capital	Retained Earnings/(Deficit)	Total
	Shares	Amount						
Balance at January 1, 2020	32,742	$ 327	$ 49,921	$ 111,293	$ 111,243	$ 662,183	$ (85,921)	$ 849,046
Grant of restricted stock and amortization of equity based compensation	7	—	—	—	—	303	—	303
Preferred Series A dividends declared	—	—	—	—	—	—	(1,067)	(1,067)
Preferred Series B dividends declared	—	—	—	—	—	—	(2,300)	(2,300)
Preferred Series C dividends declared	—	—	—	—	—	—	(2,300)	(2,300)
Net Income/(Loss)	—	—	—	—	—	—	(485,017)	(485,017)
Balance at March 31, 2020	32,749	$ 327	$ 49,921	$ 111,293	$ 111,243	$ 662,486	$ (576,605)	$ 358,665

	Common Stock		8.25% Series A Cumulative Redeemable Preferred Stock	8.00% Series B Cumulative Redeemable Preferred Stock	Additional Paid-in Capital	Retained Earnings/(Deficit)	Total
	Shares	Amount					
Balance at January 1, 2019	28,744	$ 287	$ 49,921	$ 111,293	$ 595,412	$ (100,902)	$ 656,011
Net proceeds from issuance of common stock	3,953	40	—	—	65,924	—	65,964
Grant of restricted stock and amortization of equity based compensation	6	—	—	—	225	—	225
Common dividends declared	—	—	—	—	—	(16,352)	(16,352)
Preferred Series A dividends declared	—	—	—	—	—	(1,067)	(1,067)
Preferred Series B dividends declared	—	—	—	—	—	(2,300)	(2,300)
Net Income/(Loss)	—	—	—	—	—	29,155	29,155
Balance at March 31, 2019	32,703	$ 327	$ 49,921	$ 111,293	$ 661,561	$ (91,466)	$ 731,636

AG Mortgage Investment Trust, Inc. and Subsidiaries
Consolidated Statements of Cash Flows (Unaudited)
(in thousands)

	Three Months Ended	
	March 31, 2020	**March 31, 2019**
Cash Flows from Operating Activities		
Net income/(loss)	$ (485,017)	$ 29,155
Net (income)/loss from discontinued operations	—	(1,034)
Net (income)/loss from continuing operations	(485,017)	30,189
Adjustments to reconcile net income/(loss) to net cash provided by (used in) operating activities:		
Net amortization of premium/(discount)	(2,951)	(1,656)
Net realized (gain)/loss	151,143	20,583
Unrealized (gain)/loss on real estate securities and loans, net	313,897	(46,753)
Unrealized (gain)/loss on derivative and other instruments, net	(5,686)	10,086
Foreign currency (gain)/loss, net	(1,649)	—
Equity based compensation to affiliate	88	126
Equity based compensation expense	215	99
(Income)/Loss from investments in debt and equity of affiliates in excess of distributions received	45,459	1,635
Change in operating assets/liabilities:		
Other assets	3,489	(1,026)
Other liabilities	(10,831)	(2,415)
Net cash provided by (used in) continuing operating activities	8,157	10,868
Net cash provided by (used in) discontinued operating activities	(726)	(1,617)
Net cash provided by (used in) operating activities	7,431	9,251
Cash Flows from Investing Activities		
Purchase of real estate securities	(29,599)	(645,249)
Purchase of residential mortgage loans	(481,470)	(19,745)
Origination of commercial loans	(4,663)	(11,748)
Purchase of commercial loans	(6,778)	(10,118)
Investments in debt and equity of affiliates	(28,180)	(20,734)
Proceeds from sales of real estate securities	2,449,103	213,027
Proceeds from sales of residential mortgage loans	8,679	75
Principal repayments on real estate securities	97,694	63,060
Principal repayments on excess MSRs	1,065	935
Principal repayments on commercial loans	—	10,471
Principal repayments on residential mortgage loans	22,674	4,007
Distributions received in excess of income from investments in debt and equity of affiliates	19,509	1,893
Net proceeds from (payments made on) reverse repurchase agreements	—	11,487
Net proceeds from (payments made on) sales of securities borrowed under reverse repurchase agreements	—	(11,437)
Net settlement of interest rate swaps and other instruments	(73,338)	(31,268)
Net settlement of TBAs	4,218	(431)
Cash flows provided by (used in) other investing activities	(2,638)	(847)
Net cash provided by (used in) continuing investing activities	1,976,276	(446,622)
Net cash provided by (used in) discontinued investing activities	—	165
Net cash provided by (used in) investing activities	1,976,276	(446,457)
Cash Flows from Financing Activities		
Net proceeds from issuance of common stock	—	65,964
Borrowings under financing arrangements	11,470,090	10,167,128
Repayments of financing arrangements	(13,391,832)	(9,774,724)
Principal repayments on securitized debt	(5,707)	—
Net collateral received from (paid to) derivative counterparty	—	(599)
Net collateral received from (paid to) repurchase counterparty	(27,444)	863

	Three Months Ended	
	March 31, 2020	March 31, 2019
Dividends paid on common stock	(14,734)	(14,372)
Dividends paid on preferred stock	(5,667)	(3,367)
Net cash provided by continuing financing activities	(1,975,294)	440,893
Net cash provided by (used in) financing activities	(1,975,294)	440,893
Net change in cash, cash equivalents and restricted cash	8,413	3,687
Cash, cash equivalents, and restricted cash, Beginning of Period	125,369	84,358
Effect of exchange rate changes on cash	(83)	—
Cash, cash equivalents, and restricted cash, End of Period	$ 133,699	$ 88,045
Supplemental disclosure of cash flow information:		
Cash paid for interest on financing arrangements	$ 27,253	$ 24,847
Cash paid for excise and income taxes	$ 1,010	$ 1,396
Supplemental disclosure of non-cash financing and investing activities:		
Receivable on unsettled trades	$ 12,007	$ 68,389
Common stock dividends declared but not paid	$ —	$ 16,352
Decrease in securitized debt	$ 1,193	$ 317
Transfer from residential mortgage loans to other assets	$ 206	$ 628
Transfer from investments in debt and equity of affiliates to CMBS	$ 320	$ —

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the consolidated balance sheets that sum to the total of the same such amounts shown in the consolidated statements of cash flows:

	March 31, 2020	March 31, 2019
Cash and cash equivalents	$ 92,299	$ 50,779
Restricted cash	41,400	32,853
Restricted cash included assets held for sale - Single-family rental properties, net	—	4,413
Total cash, cash equivalents and restricted cash shown in the consolidated statements of cash flows	$ 133,699	$ 88,045

The accompanying notes are an integral part of these unaudited consolidated financial statements.

1. Organization

AG Mortgage Investment Trust, Inc. (the "Company") was incorporated in the state of Maryland on March 1, 2011. The Company is a hybrid mortgage REIT that opportunistically invests in a diversified risk adjusted portfolio of agency investments and credit investments. Agency investments include Agency RMBS and Agency Excess MSRs, and credit investments include Non-Agency RMBS, ABS, CMBS, loans, and Credit Excess MSRs, as defined below.

Residential mortgage-backed securities ("RMBS") include mortgage pass-through certificates or collateralized mortgage obligations ("CMOs") representing interests in or obligations backed by pools of residential mortgage loans issued or guaranteed by a U.S. government-sponsored entity such as Fannie Mae or Freddie Mac (collectively, "GSEs"), or any agency of the U.S. Government such as Ginnie Mae (collectively, "Agency RMBS"). The principal and interest payments on Agency RMBS securities have an explicit guarantee by either an agency of the U.S. government or a U.S. government-sponsored entity.

Non-Agency RMBS represent fixed- and floating-rate RMBS issued by entities or organizations other than a GSE or agency of the U.S. government, or that are collateralized by non-U.S. mortgages, including investment grade (AAA through BBB) and non-investment grade classes (BB and below). The mortgage loan collateral for Non-Agency RMBS consists of residential mortgage loans that do not generally conform to underwriting guidelines issued by U.S. government agencies or U.S. government-sponsored entities or are non-U.S. mortgages. Non-Agency RMBS also includes securities issued by companies whose primary assets are land and real estate.

Asset Backed Securities ("ABS") are securitized investments for which the underlying assets are diverse, not only representing real estate related assets.

Commercial Mortgage Backed Securities ("CMBS") represent investments of fixed- and floating-rate CMBS, including investment grade (AAA through BBB) and non-investment grade classes (BB and below), secured by, or evidencing an ownership interest in, a single commercial mortgage loan or a pool of commercial mortgage loans.

The Company’s Non-Agency RMBS, CMBS and ABS portfolios are generally not issued or guaranteed by Fannie Mae, Freddie Mac or any agency of the U.S. Government, or are collateralized by non-U.S. mortgages and are therefore subject to credit risk.

Collectively, the Company refers to Agency RMBS, Non-Agency RMBS, ABS and CMBS asset types as "real estate securities" or "securities."

Residential mortgage loans refer to performing, re-performing and non-performing loans secured by a first lien mortgage on residential mortgaged property located in any of the 50 states of the United States or in the District of Columbia. Commercial loans are secured by an interest in commercial real estate and represent a contractual right to receive money on demand or on fixed or determinable dates. The Company refers to its residential and commercial mortgage loans as "mortgage loans" or "loans."

Excess MSRs refer to the excess servicing spread related to mortgage servicing rights, whose underlying collateral is securitized in a trust either held by a U.S. government agency or GSE ("Agency Excess MSR") or not held by a U.S. government agency or GSE ("Credit Excess MSR").

Prior to December 31, 2019, the Company conducted its business through the following segments; (i) Securities and Loans and (ii) Single-Family Rental Properties. On November 15, 2019, the Company sold its portfolio of single-family rental properties ("SFR portfolio") to a third party and no longer separated its business into segments. The sale of the Company's SFR portfolio has met the criteria for discontinued operations. Accordingly, for all current and prior periods presented, the related assets and liabilities are presented as assets and liabilities held for sale on the consolidated balance sheets and the related operating results are presented as income/(loss) from discontinued operations on the consolidated statement of operations. See Note 14 for further details.

The Company is externally managed by AG REIT Management, LLC, a Delaware limited liability company (the "Manager"), a wholly-owned subsidiary of Angelo, Gordon & Co., L.P. ("Angelo Gordon"), a privately-held, SEC-registered investment

adviser, pursuant to a management agreement. The Manager, pursuant to a delegation agreement dated as of June 29, 2011, has delegated to Angelo Gordon the overall responsibility of its day-to-day duties and obligations arising under the management agreement.

The Company conducts its operations to qualify and be taxed as a real estate investment trust ("REIT") under the Internal Revenue Code of 1986, as amended (the "Code").

The consolidated financial statements include the accounts of the Company and its wholly-owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

COVID-19 Impact

On March 11, 2020, the World Health Organization declared the outbreak of the novel coronavirus ("COVID-19") as a pandemic. On March 13, 2020, the U.S. declared a national emergency concerning the COVID-19 pandemic, and several states and municipalities have subsequently declared public health emergencies. These conditions have caused a significant disruption in the U.S. and world economies. To slow the spread of COVID-19, many countries, including the U.S., have implemented social distancing measures, which have prohibited large gatherings, including at sporting events, movie theaters, religious services and schools. Further, many regions, including the majority of U.S. states, have implemented additional measures, such as shelter-in-place and stay-at-home orders. Many businesses have moved to a remote working environment, temporarily suspended operations, laid off a significant percentage of their workforce and/or shut down completely. Moreover, the COVID-19 pandemic and certain of the actions taken to reduce its spread have resulted in lost business revenue, rapid and significant increases in unemployment, changes in consumer behavior and significant reductions in liquidity and the fair value of many assets, including those in which the Company invests. Although many of the government restrictions are in the process of being relaxed, these conditions, or some level thereof, are expected to continue over the near term and may prevail throughout 2020.

Beginning in mid-March, the global pandemic associated with COVID-19 and related economic conditions caused financial and mortgage-related asset markets to come under extreme duress, resulting in credit spread widening, a sharp decrease in interest rates and unprecedented illiquidity in repurchase agreement financing and mortgage-backed securities ("MBS") markets. The illiquidity was exacerbated by inadequate demand for MBS among primary dealers due to balance sheet constraints. These events, in turn, resulted in declines in the value of our assets and margin calls from our repurchase agreement financing counterparties. In order to satisfy the margin calls, the Company sold a significant portion of its investments resulting in a material adverse impact on book value, earnings and financial position. The Company's book value decreased from $17.61 at December 31, 2019 to $2.63 at March 31, 2020.

In an effort to manage the Company's portfolio through this unprecedented turmoil in the financial markets and improve liquidity, the Company executed the following measures during the three months ended March 31, 2020:

- The Company reduced its investment portfolio from $4.0 billion at December 31, 2019 to $1.3 billion at March 31, 2020 through sales, directly or as a result of financing counterparty seizures.
- The Company terminated its entire portfolio of pay-fixed, receive-variable interest rate swaps, recognizing net realized losses of $(65.4) million.
- The Company reduced its outstanding financing arrangements from $3.2 billion at December 31, 2019 to $969.9 million at March 31, 2020, resulting in a decline of its overall leverage ratio from 4.1x to 3.1x.

In March, our Manager transitioned to a fully remote work force to protect the safety and well-being of the Company's personnel. The Manager's prior investments in technology, business continuity planning and cyber-security protocols have enabled us to continue working with limited operational impact.

The full impact of COVID-19 on the mortgage REIT industry, the credit markets and consequently on the Company’s financial condition and results of operations is uncertain and cannot be predicted at the current time as it depends on several factors beyond the control of the Company including, but not limited to (i) the uncertainty around the severity, duration and spread of the outbreak, (ii) the effectiveness of the United States public health response, (iii) the pandemic’s impact on the U.S. and global economies, (iv) the timing, scope and effectiveness of additional governmental responses to the pandemic, including the availability of a treatment or vaccination for COVID-19, (v) the impact of government interventions, and (vi) the negative impact on our borrowers, asset values and cost of capital.

2. Summary of significant accounting policies

The accompanying unaudited consolidated financial statements and related notes have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America ("GAAP") for interim financial reporting and the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. In the opinion of management, all adjustments considered necessary for a fair statement of the Company's financial position, results of operations and cash flows have been included for the interim period and are of a normal and recurring nature. The operating results presented for interim periods are not necessarily indicative of the results that may be expected for any other interim period or for the entire year. Certain reclassifications have been made to the prior year's consolidated financial statements to conform to the three months ended March 31, 2020 presentation, primarily in the Consolidated Statement of Operations and all related notes in which prior periods have been retrospectively adjusted to reflect the classification of the operations of the Company's SFR portfolio to discontinued operations.

The accompanying unaudited consolidated financial statements and related notes have been prepared assuming that the Company will continue as a going concern. The Company conducted an extensive going concern analysis as a result of market volatility from the COVID-19 pandemic. The going concern analysis has a look-forward period of one year from the financial statement issuance date. The Company expects its current cash resources, operating cash flows, positive equity on its remaining assets, and its ability to obtain financing will be sufficient to sustain operations for a period greater than one year after the issuance of the date of this report. Management believes that the Company will have sufficient liquidity to meet its obligations, as they become due, for the next twelve months. To the extent that actual available cash differs materially from the current cash flow forecast, management has the ability to consider certain asset sales to increase the amount of available cash.

The global impact of the COVID-19 pandemic has been rapidly evolving, and as cases of COVID-19 have continued to be identified in additional countries, many countries have reacted by instituting stay-at-home orders and restrictions on travel, closing financial markets and/or restricting trading and operations of non-essential offices and retail centers. Such actions are creating disruption in global supply chains, and adversely impacting many industries. In the U.S., the major disruption caused by the COVID-19 pandemic brought to a halt most economic activity in most of the U.S. resulting in a significant increase in unemployment claims, caused significant volatility and declines in the public financial and credit markets and resulted in a significant decline in gross domestic product in the U.S. The outbreak could have a continued adverse impact on economic and market conditions and trigger a period of global economic slowdown. The rapid development and fluidity of this situation precludes any prediction as to the ultimate adverse impact of the COVID-19 pandemic on economic and market conditions. The Company believes the estimates and assumptions underlying our consolidated financial statements are reasonable and supportable based on the information available as of March 31, 2020; however, uncertainty over the ultimate impact COVID-19 will have on the global economy generally, and our business in particular, makes any estimates and assumptions as of March 31, 2020 inherently less certain than they would be absent the current and potential impacts of the COVID-19 pandemic. Accordingly, it is reasonably possible that actual conditions could be different than anticipated in those estimates, which could materially impact the Company's results of operations and its financial condition and therefore the going concern analysis.

Cash and cash equivalents

Cash is comprised of cash on deposit with financial institutions. The Company classifies highly liquid investments with original maturities of three months or less from the date of purchase as cash equivalents. Cash equivalents includes cash invested in money market funds. As of March 31, 2020 and December 31, 2019, the Company held $92.3 million and $81.7 million of cash and cash equivalents, respectively, of which $22.6 million and $53.2 million were cash equivalents, respectively. The Company places its cash with high credit quality institutions to reduce credit risk exposure. Cash pledged to the Company as collateral is unrestricted in use and, accordingly, is included as a component of "Cash and cash equivalents" on the consolidated balance sheets. Any cash held by the Company as collateral is included in the "Other liabilities" line item on the consolidated balance sheets and in cash flows from financing activities on the consolidated statement of cash flows. Due to broker, which is included in the "Other liabilities" line item on the consolidated balance sheets, does not include variation margin received on centrally cleared derivatives. See Note 8 for more detail. Any cash due to the Company in the form of principal payments is included in the "Other assets" line item on the consolidated balance sheets and in cash flows from operating activities on the consolidated statement of cash flows.

Restricted cash

Restricted cash includes cash pledged as collateral for clearing and executing trades, derivatives, and financing arrangements. Prior to the disposition of the Company's SFR portfolio, restricted cash also included cash deposited into accounts related to

rent deposits and collections, security deposits, property taxes, insurance premiums, interest expenses, property management fees and capital expenditures. Restricted cash is not available to the Company for general corporate purposes. Restricted cash may be returned to the Company when the related collateral requirements are exceeded or at the maturity of the derivative or financing arrangement. Restricted cash is carried at cost, which approximates fair value. Restricted cash does not include variation margin pledged on centrally cleared derivatives. See Note 8 for more detail.

Offering costs

The Company has incurred offering costs in connection with common stock offerings, registration statements and preferred stock offerings. Where applicable, the offering costs were paid out of the proceeds of the respective offerings. Offering costs in connection with common stock offerings and costs in connection with registration statements have been accounted for as a reduction of additional paid-in capital. Offering costs in connection with preferred stock offerings have been accounted for as a reduction of their respective gross proceeds.

Use of estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results may differ from those estimates. See Note 1 under "*COVID-19 Impact*" for more detail.

Earnings/(Loss) per share

In accordance with the provisions of Accounting Standards Codification ("ASC") 260, "Earnings per Share," the Company calculates basic income/(loss) per share by dividing net income/(loss) available to common stockholders for the period by weighted average shares of the Company's common stock outstanding for that period. Diluted income per share takes into account the effect of dilutive instruments, such as stock options, warrants, unvested restricted stock and unvested restricted stock units but uses the average share price for the period in determining the number of incremental shares that are to be added to the weighted average number of shares outstanding. In periods in which the Company records a loss, potentially dilutive securities are excluded from the diluted loss per share calculation, as their effect on loss per share is anti-dilutive.

Valuation of financial instruments

The fair value of the financial instruments that the Company records at fair value is determined by the Manager, subject to oversight of the Company's Board of Directors, and in accordance with ASC 820, "Fair Value Measurements and Disclosures." When possible, the Company determines fair value using independent data sources. ASC 820 establishes a hierarchy that prioritizes the inputs to valuation techniques giving the highest priority to readily available unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements) when market prices are not readily available or reliable.

The three levels of the hierarchy under ASC 820 are described below:

- Level 1 – Quoted prices in active markets for identical assets or liabilities.
- Level 2 – Prices determined using other significant observable inputs. These may include quoted prices for similar securities, interest rates, prepayment speeds, credit risk and others.
- Level 3 – Prices determined using significant unobservable inputs. In situations where quoted prices or observable inputs are unavailable (for example, when there is little or no market activity for an investment at the end of the period), unobservable inputs may be used. Unobservable inputs reflect the Company's assumptions about the factors that market participants would use in pricing an asset or liability, and would be based on the best information available.

Transfers between levels are assumed to occur at the beginning of the reporting period.

At the beginning of the first quarter of 2020, the Manager completed a data collection and analysis effort, which supported an update to its Leveling policy under ASC 820. Among the data collected and analyzed were: (i) reports from TRACE, FINRA's Trade Reporting and Compliance Engine, that reports over-the-counter secondary market transactions in eligible fixed income securities, (ii) information from pricing vendors regarding valuation approaches and observability of market color, (iii) data points collected from discussions with industry sources, including peer firms and audit firms, and (iv) its own data from back testing vendor pricing against its own trades. After analyzing this data, the Manager concluded that there was sufficient

observability of market inputs used by its third-party pricing services for certain RMBS and CMBS positions previously categorized as Level 3 to meet the criteria for a Level 2 classification.

The Company considered whether the volatile market conditions related to the COVID-19 pandemic would have an impact on its Leveling policy under ASC 820, as amended on January 1, 2020. Based on due diligence, there have been no significant changes in any of the pricing services' fair value methodologies or processes as a result of COVID-19. Additionally, despite increased price volatility and widening of bid-ask spreads, the Company does not believe the pricing services' ability to determine fair values was adversely impacted. As a result, the Company concluded there was no migration from Level 2 to Level 3 as a result of COVID-19.

Accounting for real estate securities

Investments in real estate securities are recorded in accordance with ASC 320-10, "Investments – Debt and Equity Securities," ASC 325-40, "Beneficial Interests in Securitized Financial Assets," or ASC 310-30, "Loans and Debt Securities Acquired with Deteriorated Credit Quality." The Company has chosen to make a fair value election pursuant to ASC 825, "Financial Instruments" for its real estate securities portfolio. Real estate securities are recorded at fair value on the consolidated balance sheets and the periodic change in fair value is recorded in current period earnings on the consolidated statement of operations as a component of "Unrealized gain/(loss) on real estate securities and loans, net." Real estate securities acquired through securitizations are shown in the line item "Purchase of real estate securities" on the consolidated statement of cash flows. Purchases and sales of real estate securities are recorded on the trade date.

These investments meet the requirements to be classified as available for sale under ASC 320-10-25 which requires the securities to be carried at fair value on the consolidated balance sheets with changes in fair value recorded to other comprehensive income, a component of stockholders' equity. Electing the fair value option allows the Company to record changes in fair value in the consolidated statement of operations, which, in management's view, more appropriately reflects the results of operations for a particular reporting period as all securities activities will be recorded in a similar manner. The Company recognizes certain upfront costs and fees relating to securities for which the fair value option has been elected in current period earnings as incurred and does not defer those costs, which is in accordance with ASC 825-10-25.

When the Company purchases securities with evidence of credit deterioration since origination, it will analyze the securities to determine if the guidance found in ASC 310-30 is applicable.

In June 2016, FASB issued ASU 2016-13, "Financial Instruments – Credit Losses" ("ASU 2016-13"). This new guidance significantly changes how entities will measure credit losses for most financial assets, including loans, that are not measured at fair value with changes in fair value recognized through net income. The Company adopted the new guidance as of January 1, 2020. The new guidance specifically excludes available-for-sale securities and loans measured at fair value, with changes in fair value recognized through net income. Accordingly, the impact of the new guidance on accounting for the Company's debt securities and loans is limited to recognition of effective yield which is currently impacted by other than temporary impairment recorded under current standards. As the new guidance eliminates the accounting for other than temporary impairment, this guidance will have an impact on the Company's unrealized and realized gain/(loss) amounts.

Prior to the adoption of ASU 2016-13, the Company accounted for its securities under ASC 310 and ASC 325 and evaluated securities for other-than-temporary impairment ("OTTI") on at least a quarterly basis. The determination of whether a security was other-than-temporarily impaired involved judgments and assumptions based on subjective and objective factors. When the fair value of a real estate security was less than its amortized cost at the balance sheet date, the security was considered impaired, and the impairment was designated as either "temporary" or "other-than-temporary."

When a real estate security was impaired, an OTTI was considered to have occurred if (i) the Company intended to sell the security (i.e., a decision has been made as of the reporting date) or (ii) it was more likely than not that the Company was required to sell the security before recovery of its amortized cost basis. If the Company intended to sell the security or if it was more likely than not that the Company was required to sell the real estate security before recovery of its amortized cost basis, the entire amount of the impairment loss, if any, was recognized in earnings as a realized loss and the cost basis of the security was adjusted to its fair value. Additionally, for securities accounted for under ASC 325-40 an OTTI was deemed to have occurred when there was an adverse change in the expected cash flows to be received and the fair value of the security was less than its carrying amount. In determining whether an adverse change in cash flows occurred, the present value of the remaining cash flows, as estimated at the initial transaction date (or the last date previously revised), was compared to the present value of the expected cash flows at the current reporting date. The estimated cash flows reflected those a "market participant" would use and included observations of current information and events, and assumptions related to fluctuations in interest rates,

prepayment speeds and the timing and amount of potential credit losses. Cash flows were discounted at a rate equal to the current yield used to accrete interest income. Any resulting OTTI adjustments are reflected in the "Net realized gain/(loss)" line item on the consolidated statement of operations.

The determination as to whether an OTTI existed was subjective, given that such determination was based on information available at the time of assessment as well as the Company's estimate of the future performance and cash flow projections for the individual security. As a result, the timing and amount of an OTTI constituted an accounting estimate that could change materially over time. Increases in interest income may be recognized on a security on which the Company previously recorded an OTTI charge if the performance of such security subsequently improves.

Sales of securities are driven by the Manager's portfolio management process. The Manager seeks to mitigate risks including those associated with prepayments, defaults, severities, amongst others and will opportunistically rotate the portfolio into securities with more favorable attributes. Strategies may also be employed to manage net capital gains, which need to be distributed for tax purposes.

Realized gains or losses on sales of securities, loans and derivatives are included in the "Net realized gain/(loss)" line item on the consolidated statement of operations. The cost of positions sold is calculated using a first in, first out ("FIFO") basis. Realized gains and losses are recorded in earnings at the time of disposition.

Accounting for residential and commercial mortgage loans

Investments in mortgage loans are recorded in accordance with ASC 310-10, "Receivables." At purchase, the Company may aggregate its mortgage loans into pools based on common risk characteristics. Once a pool of loans is assembled, its composition is maintained. The Company has chosen to make a fair value election pursuant to ASC 825 for its mortgage loan portfolio. Loans are recorded at fair value on the consolidated balance sheets and any periodic change in fair value will be recorded in current period earnings on the consolidated statement of operations as a component of "Unrealized gain/(loss) on real estate securities and loans, net." The Company recognizes certain upfront costs and fees relating to loans for which the fair value option has been elected in current period earnings as incurred and does not defer those costs, which is in accordance with ASC 825-10-25. Purchases and sales of mortgage loans are recorded on the settlement date, concurrent with the completion of due diligence and the removal of any contingencies. Prior to the settlement date, the Company will include commitments to purchase loans within the Commitments and Contingencies footnote to the financial statements.

The Company amortizes or accretes any premium or discount over the life of the loans utilizing the effective interest method. On at least a quarterly basis, the Company evaluates the collectability of both interest and principal on its loans to determine whether they are impaired. A loan or pool of loans is impaired when, based on current information and events, it is probable that the Company will be unable to collect all amounts due according to the existing contractual terms. Income recognition is suspended for loans at the earlier of the date at which payments become 90-days past due or when, in the opinion of the Manager, a full recovery of income and principal becomes doubtful. When the ultimate collectability of the principal of an impaired loan or pool of loans is in doubt, all payments are applied to principal under the cost recovery method. When the ultimate collectability of the principal of an impaired loan is not in doubt, contractual interest is recorded as interest income when received, under the cash basis method until an accrual is resumed when the loan becomes contractually current and performance is demonstrated to be resumed. A loan is written off when it is no longer realizable and/or legally discharged.

When the Company purchases mortgage loans with evidence of credit deterioration since origination and it determines that it is probable it will not collect all contractual cash flows on those loans, it will apply the guidance found in ASC 310-30. Mortgage loans that are delinquent 60 or more days are considered non-performing.

The Company updates its estimate of the cash flows expected to be collected on at least a quarterly basis for loans accounted for under ASC 310-30. In estimating these cash flows, there are a number of assumptions that will be subject to uncertainties and contingencies including both the rate and timing of principal and interest receipts, and assumptions of prepayments, repurchases, defaults and liquidations. If based on the most current information and events it is probable that there is a significant increase in cash flows previously expected to be collected or if actual cash flows are significantly greater than cash flows previously expected, the Company will recognize these changes prospectively through an adjustment of the loan's yield over its remaining life. The Company will adjust the amount of accretable yield by reclassification from the nonaccretable difference. The adjustment is accounted for as a change in estimate in conformity with ASC 250, "Accounting Changes and Error Corrections" with the amount of periodic accretion adjusted over the remaining life of the loan. Prior to the adoption of ASU 2016-13, decreases in cash flows expected to be collected from previously projected cash flows, which included all cash flows originally expected to be collected by the investor plus any additional cash flows expected to be collected arising from

changes in estimate after acquisition, could have been recognized as impairment. Increases in interest income could have been recognized on a loan on which the Company previously recorded an OTTI charge if the performance of such loan subsequently improved.

As previously stated, the Company adopted ASU 2016-13 as of January 1, 2020. The new guidance specifically excludes available-for-sale securities and loans measured at fair value with changes in fair value recognized through net income. Accordingly, the impact of the new guidance on accounting for the Company's debt securities and loans is limited to recognition of effective yield which was previously impacted by other than temporary impairment recorded under previous standards. As the new guidance eliminates the accounting for other than temporary impairment, this guidance will have an impact on the Company's recorded unrealized and realized gain/(loss) amounts.

Investments in debt and equity of affiliates

The Company’s unconsolidated ownership interests in affiliates are accounted for using the equity method. A majority of the Company’s investments held through affiliated entities are comprised of real estate securities, Excess MSRs, loans, and certain derivatives. These types of investments may also be held directly by the Company. These entities have chosen to make a fair value election on their financial instruments pursuant to ASC 825; as such, the Company will treat these investments consistently with this election.

On December 9, 2015, the Company, alongside private funds managed by Angelo Gordon, through AG Arc LLC, one of the Company’s indirect subsidiaries ("AG Arc"), formed Arc Home LLC ("Arc Home"). The Company has chosen to make a fair value election with respect to its investment in AG Arc pursuant to ASC 825.

On August 29, 2017, the Company, alongside private funds managed by Angelo Gordon, formed Mortgage Acquisition Holding I LLC ("MATH") to conduct a residential mortgage investment strategy. MATH in turn sponsored the formation of an entity called Mortgage Acquisition Trust I LLC ("MATT") to purchase predominantly "Non-QM" loans, which are residential mortgage loans that are not deemed "qualified mortgage," or "QM," loans under the rules of the CFPB. Non-QM loans are not eligible for delivery to Fannie Mae, Freddie Mac, or Ginnie Mae. MATT has made an election to be treated as a real estate investment trust beginning with the 2018 tax year.

On May 15, 2019 and November 14, 2019, the Company, alongside private funds managed by Angelo Gordon, formed LOT SP I LLC and LOT SP II LLC, respectively, (collectively, "LOTS"). LOTS were formed to originate first mortgage loans to third party land developers and home builders for the acquisition and horizontal development of land ("Land Related Financing").

During Q3 2018, the Company transferred certain of its CMBS from certain of its non-wholly owned subsidiaries accounted for as an equity method investment to a consolidated entity. The Company executed this transfer in order to obtain financing on these real estate securities. As a result, there was a reclassification of these assets from the "Investments in debt and equity of affiliates" line item to the "CMBS" line item on the Company's consolidated balance sheets. In addition, the Company has also shown this reclassification as a non-cash transfer from the "Investments in debt and equity of affiliates" line item to the "CMBS" line item on its consolidated statements of cash flows.

The below table reconciles the fair value of investments to the "Investments in debt and equity of affiliates" line item on the Company's consolidated balance sheet (in thousands).

	March 31, 2020			December 31, 2019		
	Assets	Liabilities	Equity	Assets	Liabilities	Equity
Real Estate Securities, Excess MSRs and Loans, at fair value (1)(2)	$ 342,468	$ (261,093)	$ 81,375	$ 373,126	$ (257,068)	$ 116,058
AG Arc, at fair value	18,519	—	18,519	28,546	—	28,546
Cash and Other assets/(liabilities)	20,642	(1,324)	19,318	12,953	(1,246)	11,707
Investments in debt and equity of affiliates	$ 381,629	$ (262,417)	$ 119,212	$ 414,625	$ (258,314)	$ 156,311

(1) Certain loans held in securitized form are presented net of non-recourse securitized debt.
(2) Within Real Estate Securities, Excess MSRs and Loans is $231.9 million and $254.3 million of fair value of Non-QM loans held in MATT at March 31, 2020 and December 31, 2019, respectively. Additionally, there is $22.7 million and $17.0 million of fair value of Land Related Financing held in LOTS at March 31, 2020 and December 31, 2019, respectively.

The Company's investments in debt and equity of affiliates are recorded at fair value on the consolidated balance sheets in the "Investments in debt and equity of affiliates" line item and periodic changes in fair value are recorded in current period earnings on the consolidated statement of operations as a component of "Equity in earnings/(loss) from affiliates." Capital contributions, distributions and profits and losses of such entities are allocated in accordance with the terms of the applicable agreements.

Accounting for excess mortgage servicing rights

The Company has acquired the right to receive the excess servicing spread related to Excess MSRs. The Company has chosen to make a fair value election pursuant to ASC 825 for Excess MSRs. Excess MSRs are recorded at fair value on the consolidated balance sheets and any periodic change in fair value is recorded in current period earnings on the consolidated statement of operations as a component of "Unrealized gain/(loss) on derivative and other instruments, net."

The Company amortizes or accretes any premium or discount over the life of the related Excess MSRs utilizing the effective interest method. On at least a quarterly basis, the Company evaluates the collectability of interest of its Excess MSRs to determine whether they are impaired. An Excess MSR is impaired when, based on current information and events, it is probable that the Company will be unable to collect all amounts due according to the existing contractual terms.

The Company updates its estimate of the cash flows expected to be collected on at least a quarterly basis for Excess MSRs. In estimating these cash flows, there are a number of assumptions that will be subject to uncertainties and contingencies including both the rate and timing of interest receipts, and assumptions of prepayments, repurchases, defaults and liquidations. If there is a significant increase in expected cash flows over what was previously expected to be collected or if actual cash flows are significantly greater than cash flows previously expected, the Company will recognize these changes prospectively through an adjustment of the Excess MSR's yield over its remaining life. Prior to the adoption of ASU 2016-13, decreases in cash flows expected to be collected from previously projected cash flows, which included all cash flows originally expected to be collected by the investor plus any additional cash flows expected to be collected arising from changes in estimate after acquisition, could have been recognized as impairment. Increases in interest income could have been recognized on an Excess MSR on which the Company previously recorded an OTTI charge if the performance of such Excess MSR subsequently improved.

As previously stated, the Company adopted ASU 2016-13 as of January 1, 2020. The new guidance specifically excludes available-for-sale securities, loans and Excess MSRs measured at fair value with changes in fair value recognized through net income. Accordingly, the impact of the new guidance on accounting for the Company's debt securities and loans is limited to recognition of effective yield which was previously impacted by other than temporary impairment recorded under current standards. As the new guidance eliminates the accounting for other than temporary impairment, this guidance will have an impact on the Company's recorded unrealized and realized gain/(loss) amounts.

Investment consolidation and transfers of financial assets

For each investment made, the Company evaluates the underlying entity that issued the securities acquired or to which the Company makes a loan to determine the appropriate accounting. A similar analysis is performed for each entity with which the Company enters into an agreement for management, servicing or related services. In performing the analysis, the Company refers to guidance in ASC 810-10, "Consolidation." In situations where the Company is the transferor of financial assets, the Company refers to the guidance in ASC 860-10 "Transfers and Servicing."

In variable interest entities ("VIEs"), an entity is subject to consolidation under ASC 810-10 if the equity investors either do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support, are unable to direct the entity's activities or are not exposed to the entity's losses or entitled to its residual returns. VIEs within the scope of ASC 810-10 are required to be consolidated by their primary beneficiary. The primary beneficiary of a VIE is determined to be the party that has both the power to direct the activities of a VIE that most significantly impact the VIE's economic performance and the obligation to absorb losses of the VIE that could potentially be significant to the VIE or the right to receive benefits from the VIE that could potentially be significant to the VIE. This determination can sometimes involve complex and subjective analyses. Further, ASC 810-10 also requires ongoing assessments of whether an enterprise is the primary beneficiary of a VIE. In accordance with ASC 810-10, all transferees, including variable interest entities, must be evaluated for consolidation. If the Company determines that consolidation is not required, it will then assess whether the transfer of the underlying assets would qualify as a sale, should be accounted for as secured financings under GAAP, or should be accounted for as an equity method investment, depending on the circumstances. See Note 3 and Note 4 for more detail.

The Company entered into a resecuritization transaction in 2014 which resulted in the Company consolidating the VIE that was created to facilitate the transaction and to which the underlying assets in connection with the resecuritization were transferred. In determining the accounting treatment to be applied to this resecuritization transaction, the Company evaluated whether the entity used to facilitate this transaction was a VIE and, if so, whether it should be consolidated. Based on its evaluation, the Company concluded that the VIE should be consolidated and, as a result, transferred assets of the VIE were determined to be secured borrowings. The Company has chosen to make a fair value election pursuant to ASC 825 for its secured borrowings. See Note 3 below for more detail.

The Company transferred certain of its CMBS in Q3 2018 from certain of its non-wholly owned subsidiaries into a newly formed wholly owned entity so the Company could obtain financing on these real estate securities. The Company evaluated whether this newly formed entity was a VIE and, whether it should be consolidated. Based on its evaluation, the Company concluded that the VIE should be consolidated. See Note 3 below as well as the "Investments in debt and equity of affiliates" section above for more detail.

The Company entered into a securitization transaction of certain of its re-performing residential mortgage loans in Q3 2019, which resulted in the Company consolidating the VIE that was created to facilitate the transaction and to which the underlying assets in connection with the securitization were transferred. In determining the accounting treatment to be applied to this securitization transaction, the Company evaluated whether the entity used to facilitate this transaction was a VIE and, if so, whether it should be consolidated. Based on its evaluation, the Company concluded that the VIE should be consolidated and, as a result, transferred assets of the VIE were determined to be secured borrowings. The Company has chosen to make a fair value election pursuant to ASC 825 for its secured borrowings. See Note 4 below for more detail.

The Company may periodically enter into transactions in which it transfers assets to a third party. Upon a transfer of financial assets, the Company will sometimes retain or acquire senior or subordinated interests in the related assets. Pursuant to ASC 860-10, a determination must be made as to whether a transferor has surrendered control over transferred financial assets. That determination must consider the transferor’s continuing involvement in the transferred financial asset, including all arrangements or agreements made contemporaneously with, or in contemplation of, the transfer, even if they were not entered into at the time of the transfer. The financial components approach under ASC 860-10 limits the circumstances in which a financial asset, or portion of a financial asset, should be derecognized when the transferor has not transferred the entire original financial asset to an entity that is not consolidated with the transferor in the financial statements being presented and/or when the transferor has continuing involvement with the transferred financial asset. It defines the term "participating interest" to establish specific conditions for reporting a transfer of a portion of a financial asset as a sale.

Under ASC 860-10, after a transfer of financial assets that meets the criteria for treatment as a sale—legal isolation, ability of transferee to pledge or exchange the transferred assets without constraint and transferred control—an entity recognizes the financial and servicing assets it acquired or retained and the liabilities it has incurred, derecognizes financial assets it has sold and derecognizes liabilities when extinguished. The transferor would then determine the gain or loss on sale of financial assets by allocating the carrying value of the underlying mortgage between securities or loans sold and the interests retained based on their fair values. The gain or loss on sale is the difference between the cash proceeds from the sale and the amount allocated to the securities or loans sold. When a transfer of financial assets does not qualify for sale accounting, ASC 860-10 requires the transfer to be accounted for as a secured borrowing with a pledge of collateral.

From time to time, the Company may securitize mortgage loans it holds if such financing is available. These transactions will be recorded in accordance with ASC 860-10 and will be accounted for as either a "sale" and the loans will be removed from the consolidated balance sheets or as a "financing" and will be classified as "residential mortgage loans" on the consolidated balance sheets, depending upon the structure of the securitization transaction. ASC 860-10 is a standard that may require the Company to exercise significant judgment in determining whether a transaction should be recorded as a "sale" or a "financing."

Interest income recognition

Interest income on the Company’s real estate securities portfolio is accrued based on the actual coupon rate and the outstanding principal balance of such securities. The Company has elected to record interest in accordance with ASC 835-30-35-2, "Imputation of Interest," using the effective interest method for all securities accounted for under the fair value option (ASC 825). As such, premiums and discounts are amortized or accreted into interest income over the lives of the securities in accordance with ASC 310-20, "Nonrefundable Fees and Other Costs," ASC 320-10 or ASC 325-40, as applicable. Total interest income is recorded in the "Interest income" line item on the consolidated statement of operations.

On at least a quarterly basis for securities accounted for under ASC 320-10 and ASC 310-20 (generally Agency RMBS, exclusive of interest-only securities), prepayments of the underlying collateral must be estimated, which directly affect the speed at which the Company amortizes premiums on its securities. If actual and anticipated cash flows differ from previous estimates, the Company records an adjustment in the current period to the amortization of premiums for the impact of the cumulative change in the effective yield through the reporting date.

Similarly, the Company also reassesses the cash flows on at least a quarterly basis for securities accounted for under ASC 325-40 (generally Non-Agency RMBS, ABS, CMBS, interest-only securities and Excess MSRs). In estimating these cash flows, there are a number of assumptions made that are uncertain and subject to judgments and assumptions based on subjective and objective factors and contingencies. These include the rate and timing of principal and interest receipts (including assumptions of prepayments, repurchases, defaults and liquidations), the pass-through or coupon rate and interest rate fluctuations. In addition, interest payment shortfalls due to delinquencies on the underlying mortgage loans have to be estimated. Differences between previously estimated cash flows and current actual and anticipated cash flows are recognized prospectively through an adjustment of the yield over the remaining life of the security based on the current amortized cost of the investment as adjusted for credit impairment, if any.

Interest income on the Company’s loan portfolio is accrued based on the actual coupon rate and the outstanding principal balance of such loans. The Company has elected to record interest in accordance with ASC 835-30-35-2 using the effective interest method for all loans accounted for under the fair value option (ASC 825). Any amortization is reflected as an adjustment to interest income in the consolidated statement of operations.

For security and loan investments purchased with evidence of deterioration of credit quality for which it is probable, at acquisition, that the Company will be unable to collect all contractually required payments receivable, the Company will apply the provisions of ASC 310-30. For purposes of income recognition, the Company may aggregate loans that have common risk characteristics into pools and uses a composite interest rate and expectation of cash flows expected to be collected for the pool. ASC 310-30 addresses accounting for differences between contractual cash flows and cash flows expected to be collected from an investor’s initial investment in loans or debt securities (loans) acquired in a transfer if those differences are attributable, at least in part, to credit quality. ASC 310-30 limits the yield that may be accreted (accretable yield) to the excess of the investor’s estimate of undiscounted expected principal, interest and other cash flows (cash flows expected at acquisition to be collected) over the investor’s initial investment in the loan. ASC 310-30 requires that the excess of contractual cash flows over cash flows expected to be collected (nonaccretable difference) not be recognized as an adjustment of yield, loss accrual or valuation allowance. Subsequent increases in cash flows expected to be collected generally should be recognized prospectively through an adjustment of the loan’s yield over its remaining life. Decreases in cash flows expected to be collected should be recognized as impairment.

The Company’s accrual of interest, discount accretion and premium amortization for U.S. federal and other tax purposes differs from the financial accounting treatment of these items as described above.

Financing arrangements

The Company finances the acquisition of certain assets within its portfolio through the use of financing arrangements. Financing arrangements include repurchase agreements and financing facilities. The Company's financing facilities include revolving facilities. Repurchase agreements and financing facilities are treated as collateralized financing transactions and carried at their contractual amounts, including accrued interest, as specified in the respective agreements. The carrying amount of the Company’s repurchase agreements and revolving facilities approximates fair value.

The Company pledges certain securities, loans or properties as collateral under financing arrangements with financial institutions, the terms and conditions of which are negotiated on a transaction-by-transaction basis. The amounts available to be borrowed under repurchase agreements and revolving facilities are dependent upon the fair value of the securities, or loans pledged as collateral, which can fluctuate with changes in interest rates, type of security and liquidity conditions within the banking, mortgage finance and real estate industries. In response to declines in fair value of assets pledged under repurchase agreements and revolving facilities, lenders may require the Company to post additional collateral or pay down borrowings to re-establish agreed upon collateral requirements, referred to as margin calls. As of December 31, 2019, the Company had met all margin call requirements.

On March 20, 2020, the Company notified its financing counterparties that it did not expect to be in a position to fund the anticipated volume of future margin calls under its financing arrangements in the near term as a result of market disruptions

created by the COVID-19 pandemic. Since March 23, 2020, the Company has received notifications of alleged events of default and deficiency notices from several of its financing counterparties. Subject to the terms of the applicable financing arrangement, if the Company fails to deliver additional collateral or otherwise meet margin calls when due, the financing counterparties may be able to demand immediate payment by the Company of the aggregate outstanding financing obligations owed to such counterparties, and if such financing obligations are not paid, may be permitted to sell the financed assets and apply the proceeds to the Company's financing obligations and/or take ownership of the assets securing the Company's financing obligations. During this period of market upheaval, the Company engaged in discussions with its financing counterparties with regard to entering into forbearance agreements pursuant to which each counterparty would agree to forbear from exercising its rights and remedies with respect to an event of default under the applicable financing arrangement for an agreed-upon period. Subsequent to quarter end, on April 10, 2020, the Company entered into a forbearance agreement for an initial 15 day period, on April 27, 2020, a second forbearance agreement for an extended period ending on June 1, 2020, and a third forbearance agreement on June 1, 2020 for an additional period ending June 15, 2020 (collectively, the "Forbearance Agreement") with certain of its financing counterparties (the "Participating Counterparties"). Pursuant to the terms of the Forbearance Agreement, the Participating Counterparties agreed to forbear from exercising any of their right and remedies in respect of events of default and any and all other defaults under the applicable financing arrangement with the Company for the duration of the forbearance period specified in the Forbearance Agreement (the "Forbearance Period").

On June 10, 2020, the Company and the Participating Counterparties entered into a Reinstatement Agreement, pursuant to which the parties agreed to terminate the Forbearance Agreement and each Participating Counterparty agreed to permanently waive all existing and prior events of default under its financing agreements with the Company (each, a “Bilateral Agreement”) and to reinstate each Bilateral Agreement, as it may be amended by agreement between the Participating Counterparty and the Company. As a result of the termination of the Forbearance Agreement and entry into the Reinstatement Agreement, default interest on the Company’s outstanding borrowings under each Bilateral Agreements will cease to accrue as of June 10, 2020 and the interest rate shall be the non-default rate of interest or pricing rate, as set forth in the applicable Bilateral Agreements, all cash margin will be applied to outstanding balances owed by the Company, and the DTC repo tracker coding for each Bilateral Agreement will be reinstated, thereby allowing principal and interest payments on the underlying collateral to flow to and be used by the Company, just as it was before the prior forbearance agreements were put in place. In addition, pursuant to the terms of the Reinstatement Agreement, the security interests granted to Participating Counterparties as additional collateral under the various forbearance agreements are being terminated and released. The Company also agreed to pay the reasonable fees and out-of-pocket expenses of counsel and other professional advisors for the Participating Counterparties and the collateral agent. Additionally, the Reinstatement Agreement provides a set of financial covenants that override and replace the financial covenants in each Bilateral Agreement and sets forth various reporting requirements from the Company to the Participating Counterparties, releases, certain netting obligations and cross-default provisions. In connection with the negotiation and execution of the Reinstatement Agreement, the Company entered into certain amendments to the Bilateral Agreements with certain of the Participating Counterparties to reflect current market terms. In general, the amendments reflect increased haircuts and higher coupons.

On June 10, 2020, the Company also entered a separate reinstatement agreement with JPMorgan Chase Bank (the “JPM Reinstatement Agreement”) on substantially the same terms as those set forth in the Reinstatement Agreement. The Reinstatement Agreement and the JPM Reinstatement Agreement collectively cover all of the Company’s existing financing arrangements as of the date of this report.

As previously described, through the end of March and subsequent to the end of the quarter, the Company had sold certain assets in an effort to satisfy outstanding financing obligations and reduce its exposure to various counterparties. As of June 10, 2020, the Company had met all margin call requirements. Refer to Note 13 for more information on outstanding deficiencies.

Accounting for derivative financial instruments

The Company enters into derivative contracts as a means of mitigating interest rate risk or foreign currency risk rather than to enhance returns. The Company accounts for derivative financial instruments in accordance with ASC 815-10, "Derivatives and Hedging." ASC 815-10 requires an entity to recognize all derivatives as either assets or liabilities on the balance sheet and to measure those instruments at fair value. Additionally, if or when hedge accounting is elected, the fair value adjustments will affect either other comprehensive income in stockholders’ equity until the hedged item is recognized in earnings or net income depending on whether the derivative instrument is designated and qualifies as a hedge for accounting purposes and, if so, the nature of the hedging activity. As of March 31, 2020 and December 31, 2019, the Company did not have any interest rate derivatives designated as hedges. All derivatives have been recorded at fair value in accordance with ASC 820-10, with corresponding changes in value recognized in the consolidated statement of operations. The Company records derivative asset and liability positions on a gross basis with respect to its counterparties. The Company records the daily receipt or payment of

variation margin associated with the Company's centrally cleared derivative instruments on a net basis. See Note 8 for a discussion of this accounting treatment. During the period in which the Company unwinds a derivative, it records a realized gain/(loss) in the "Net realized gain/(loss)" line item in the consolidated statement of operations.

To-be-announced securities

A to-be-announced security ("TBA") is a forward contract for the purchase or sale of Agency RMBS at a predetermined price, face amount, issuer, coupon and stated maturity on an agreed-upon future date. The specific Agency RMBS delivered into or received from the contract upon the settlement date, published each month by the Securities Industry and Financial Markets Association, are not known at the time of the transaction. The Company may also choose, prior to settlement, to move the settlement of these securities out to a later date by entering into an offsetting short or long position (referred to as a pair off), net settling the paired off positions for cash, simultaneously purchasing or selling a similar TBA contract for a later settlement date. This transaction is commonly referred to as a dollar roll. The Agency RMBS purchased or sold for a forward settlement date are typically priced at a discount to Agency RMBS for settlement in the current month. This difference, or discount, is referred to as the price drop. The price drop is the economic equivalent of net interest carry income on the underlying Agency RMBS over the roll period (interest income less implied financing cost) and is commonly referred to as dollar roll income/(loss). Consequently, forward purchases of Agency RMBS and dollar roll transactions represent a form of off-balance sheet financing. Dollar roll income is recognized in the consolidated statement of operations in the line item "Unrealized gain/(loss) on derivative and other instruments, net."

The Company presents the purchase or sale of TBAs net of the corresponding payable or receivable, respectively, until the settlement date of the transaction. Contracts for the purchase or sale of Agency RMBS are accounted for as derivatives if they do not qualify for the "regular way" security trade scope exception found in ASC 815-10. To be eligible for this scope exception, the contract must meet the following conditions: (1) there is no other way to purchase or sell that security, (2) delivery of that security and settlement will occur within the shortest period possible for that type of security, and (3) it is probable at inception and throughout the term of the individual contract that the contract will not settle net and will result in physical delivery of a security when it is issued. Unrealized gains and losses associated with TBA contracts not meeting the regular-way exception and not designated as hedging instruments are recognized in the consolidated statement of operations in the line item "Unrealized gain/(loss) on derivative and other instruments, net."

U.S. Treasury securities

The Company may purchase long or sell short U.S. Treasury securities to help mitigate the potential impact of changes in interest rates. The Company may finance its purchase of U.S. Treasury securities with overnight repurchase agreements. The Company may borrow securities to cover short sales of U.S. Treasury securities through overnight reverse repurchase agreements, which are accounted for as borrowing transactions, and the Company recognizes an obligation to return the borrowed securities at fair value on its consolidated balance sheets based on the value of the underlying borrowed securities as of the reporting date.The Company establishes haircuts to ensure the fair value of the underlying assets remain sufficient to protect the Company in the event of a default by a counterparty. Interest income and expense associated with purchases and short sales of U.S. Treasury securities are recognized in "Interest income" and "Interest expense," respectively, on the consolidated statement of operations. Realized and unrealized gains and losses associated with purchases and short sales of U.S. Treasury securities are recognized in "Net realized gain/(loss)" and "Unrealized gain/(loss) on derivative and other instruments, net," respectively, on the consolidated statement of operations.

Manager compensation

The management agreement provides for payment to the Manager of a management fee. The management fee is accrued and expensed during the period for which it is earned. For a more detailed discussion on the fees payable under the management agreement, see Note 11.

Income taxes

The Company conducts its operations to qualify and be taxed as a REIT. Accordingly, the Company will generally not be subject to federal or state corporate income tax to the extent that the Company makes qualifying distributions to its stockholders, and provided that it satisfies on a continuing basis, through actual investment and operating results, the REIT requirements including certain asset, income, distribution and stock ownership tests. If the Company fails to qualify as a REIT, and does not qualify for certain statutory relief provisions, it will be subject to U.S. federal, state and local income taxes and may be precluded from qualifying as a REIT for the four taxable years following the year in which the Company fails to qualify as a REIT.

The dividends paid deduction for qualifying dividends to the stockholders of a REIT is computed using the Company's taxable income/(loss) as opposed to net income/(loss) reported on the Company's GAAP financial statements. Taxable income/(loss), generally, will differ from net income/(loss) reported on the financial statements because the determination of taxable income/(loss) is based on tax principles and not financial accounting principles.

The Company elected to treat certain domestic subsidiaries as taxable REIT subsidiaries ("TRSs") and may elect to treat other subsidiaries as TRSs. In general, a TRS may hold assets and engage in activities that the Company cannot hold or engage in directly and generally may engage in any real estate or non-real estate-related business.

A domestic TRS may declare dividends to the Company which will be included in the Company's taxable income/(loss) and necessitate a distribution to stockholders. Conversely, if the Company retains earnings at the domestic TRS level, no distribution is required and the Company can increase book equity of the consolidated entity. A domestic TRS is subject to U.S. federal, state and local corporate income taxes.

The Company elected to treat one of its foreign subsidiaries as a TRS and, accordingly, taxable income generated by this foreign TRS may not be subject to local income taxation, but generally will be included in the Company's taxable income on a current basis as Subpart F income, whether or not distributed.

The Company's financial results are generally not expected to reflect provisions for current or deferred income taxes, except for any activities conducted through one or more TRSs that are subject to corporate income taxation. The Company believes that it will operate in a manner that will allow it to qualify for taxation as a REIT. As a result of the Company's expected REIT qualification, it does not generally expect to pay federal or state corporate income tax. Many of the REIT requirements, however, are highly technical and complex. If the Company were to fail to meet the REIT requirements, it would be subject to federal income taxes and applicable state and local taxes.

As a REIT, if the Company fails to distribute in any calendar year (subject to specific timing rules for certain dividends paid in January) at least the sum of (i) 85% of its ordinary income for such year, (ii) 95% of its capital gain net income for such year, and (iii) any undistributed taxable income from the prior year, the Company would be subject to a non-deductible 4% excise tax on the excess of such required distribution over the sum of (i) the amounts actually distributed and (ii) the amounts of income retained and on which the Company has paid corporate income tax. See Note 10 for further details.

The Company evaluates uncertain income tax positions, if any, in accordance with ASC 740, "Income Taxes." The Company classifies interest and penalties, if any, related to unrecognized tax benefits as a component of provision for income taxes. See Note 10 for further details.

Foreign currency remeasurement

The Company's assets and liabilities denominated in foreign currencies are remeasured into U.S. dollars using foreign currency exchange rates at the end of the reporting period. Income and expenses are remeasured using the average exchange rates for each reporting period. The effects of remeasuring the monetary assets and liabilities of the Company's foreign investments held by entities with a U.S. dollar functional currency are included in the "Foreign currency gain/(loss), net" line item in the Consolidated Statements of Operations. The effects of remeasuring the assets, income and expenses of the Company's foreign investments held by entities with a U.S. dollar functional currency in which the fair value option is elected are either included in the applicable unrealized line item per the Company's other significant accounting policies, or within the "Interest income" or "Interest expense" line items, respectively, in the Consolidated Statements of Operations.

Deal related performance fees

The Company may incur deal related performance fees, payable to Arc Home and third party operators, on certain of its CMBS, Excess MSRs, and Land Related Financing. The deal related performance fees are based on these investments meeting certain performance hurdles. The fees are accrued and expensed during the period for which they are incurred and are included in the "Other operating expenses" and "Equity in earnings/(loss) from affiliates" line items on the Consolidated Statement of Operations.

Stock-based compensation

The Company applies the provisions of ASC 718, "Compensation—Stock Compensation" with regard to its equity incentive plans. ASC 718 covers a wide range of share-based compensation arrangements including stock options, restricted stock plans, performance-based awards, stock appreciation rights and employee stock purchase plans. ASC 718 requires that compensation cost relating to stock-based payment transactions be recognized in the financial statements.

Compensation cost related to restricted common shares and restricted stock units issued to the Company’s directors and the Manager is measured at their estimated fair value at the grant date, and is amortized and expensed over the vesting period on a straight-line basis. Restricted stock units granted to the Manager do not entitle the recipient the rights of a shareholder of the Company’s common stock, such as dividend and voting rights, until shares are issued in settlement of the vested units. The restricted stock units are not considered to be participating shares. Restricted stock units are measured at fair value reduced by the present value of the dividends expected to be paid on the underlying shares during the requisite service period, discounted at an assumed risk free rate. The Company has elected to use the straight-line method to amortize compensation expense for restricted stock units.

Recent accounting pronouncements

In June 2016, FASB issued ASU 2016-13, "Financial Instruments – Credit Losses" ("ASU 2016-13"). This new guidance significantly changes how entities will measure credit losses for most financial assets, including loans, that are not measured at fair value with changes in fair value recognized through net income. The guidance replaces the existing “incurred loss” model with an “expected loss” model for instruments measured at amortized cost. It requires entities to record credit allowances for available-for-sale debt securities rather than reduce the carrying amount, as it currently is under the other-than temporary impairment model. The new guidance also simplifies the accounting model for purchased credit-impaired debt securities and loans. The Company adopted the new guidance as of January 1, 2020. The new guidance specifically excludes available-for-sale securities and loans measured at fair value with changes in fair value recognized through net income. Accordingly, the impact of the new guidance on accounting for the Company's debt securities and loans is limited to recognition of effective yield which is currently impacted by other than temporary impairment recorded under current standards. As the new guidance eliminates the accounting for other than temporary impairment, this guidance will have an impact on the Company's unrealized and realized gain/(loss) amounts. See the "Accounting for real estate securities," "Accounting for residential and commercial mortgage loans," "Accounting for excess mortgage servicing rights," and "Interest income recognition" sections above for more detail.

3. Real Estate Securities

The following tables detail the Company’s real estate securities portfolio as of March 31, 2020 and December 31, 2019. The gross unrealized gains/(losses) stated in the tables below represent inception to date unrealized gains/(losses).

The following table details the Company's real estate securities portfolio as of March 31, 2020 ($ in thousands):

	Current Face	Premium / (Discount)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Weighted Average Coupon (1)	Weighted Average Yield
Agency RMBS:								
Interest Only	$ 216,523	$ (188,564)	$ 27,959	$ 13	$ (4,840)	$ 23,132	4.10 %	2.11 %
Total Agency RMBS:	216,523	(188,564)	27,959	13	(4,840)	23,132	4.10 %	2.11 %
Credit Investments:								
Non-Agency RMBS	257,907	(51,426)	206,481	9,037	(29,014)	186,504	4.74 %	8.15 %
Non-Agency RMBS Interest Only (2)	199,231	(199,032)	199	150	(56)	293	0.74 %	NM
Total Non-Agency:	457,138	(250,458)	206,680	9,187	(29,070)	186,797	3.69 %	7.28 %
CMBS	163,078	(8,565)	154,513	411	(42,650)	112,274	4.23 %	5.44 %
CMBS Interest Only	643,084	(623,332)	19,752	3	(2,403)	17,352	0.55 %	7.38 %
Total CMBS:	806,162	(631,897)	174,265	414	(45,053)	129,626	1.30 %	5.70 %
Total Credit Investments:	1,263,300	(882,355)	380,945	9,601	(74,123)	316,423	2.01 %	6.64 %
Total	$ 1,479,823	$ (1,070,919)	$ 408,904	$ 9,614	$ (78,963)	$ 339,555	2.34 %	6.33 %

(1) Equity residual investments and principal only securities with a zero coupon rate are excluded from this calculation.
(2) Non-Agency RMBS Interest Only includes only two investments. The overall impact of the investments' yields on the Company's portfolio is immaterial.

The following table details the Company's real estate securities portfolio as of December 31, 2019 ($ in thousands):

	Current Face	Premium / (Discount)	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Weighted Average Coupon (1)	Weighted Average Yield
Agency RMBS:								
30 Year Fixed Rate	$ 2,125,067	$ 59,123	$ 2,184,190	$ 57,404	$ (296)	$ 2,241,298	3.73 %	3.17 %
Interest Only	476,192	(403,248)	72,944	2,330	(1,133)	74,141	3.93 %	5.87 %
Total Agency RMBS:	2,601,259	(344,125)	2,257,134	59,734	(1,429)	2,315,439	3.77 %	3.26 %
Credit Investments:								
Non-Agency RMBS	769,254	(107,848)	661,406	55,343	(353)	716,396	4.84 %	6.28 %
Non-Agency RMBS Interest Only	209,362	(207,948)	1,414	—	(340)	1,074	0.77 %	5.96 %
Total Non-Agency:	978,616	(315,796)	662,820	55,343	(693)	717,470	4.40 %	6.28 %
CMBS	485,713	(134,596)	351,117	18,720	(906)	368,931	4.91 %	7.28 %
CMBS Interest Only	3,427,025	(3,382,273)	44,752	3,486	(246)	47,992	0.24 %	6.68 %
Total CMBS:	3,912,738	(3,516,869)	395,869	22,206	(1,152)	416,923	0.60 %	7.21 %
Total Credit Investments:	4,891,354	(3,832,665)	1,058,689	77,549	(1,845)	1,134,393	1.31 %	6.62 %
Total	$ 7,492,613	$ (4,176,790)	$ 3,315,823	$ 137,283	$ (3,274)	$ 3,449,832	2.20 %	4.37 %

(1) Equity residual investments and principal only securities with a zero coupon rate are excluded from this calculation.

As described in Note 2, prior to the adoption of ASU 2016-13, the Company evaluated securities for OTTI on at least a quarterly basis. The determination of whether a security was other-than-temporarily impaired involved judgments and assumptions based on subjective and objective factors. When the fair value of a real estate security was less than its amortized cost at the balance sheet date, the security was considered impaired, and the impairment was designated as either "temporary" or "other-than-temporary."

For the three months ended March 31, 2019, the Company recognized an OTTI charge of $2.4 million on its securities, which is included in the "Net realized gain/(loss)" line item on the consolidated statement of operations. The Company recorded $2.4

million of OTTI due to an adverse change in cash flows on certain securities where the fair values of the securities were less than their carrying amounts. Of the $2.4 million of OTTI recorded, $0.3 million related to securities where OTTI was not recognized in a prior year.

As of December 31, 2019, the unrealized losses on the remaining real estate securities were solely due to market conditions and not the credit quality of the assets. The investments in any remaining unrealized loss positions were not considered other than temporarily impaired because the Company currently had the ability and intent to hold the investments to maturity or for a period of time sufficient for a forecasted market price recovery up to or beyond the cost of the investments and the Company was not required to sell the investments for regulatory or other reasons.

The following table details the weighted average life of our real estate securities broken out by Agency RMBS and Credit Investments as of March 31, 2020 ($ in thousands):

	Agency RMBS			Credit Investments		
Weighted Average Life (1)	Fair Value	Amortized Cost	Weighted Average Coupon	Fair Value	Amortized Cost	Weighted Average Coupon (2)
Less than or equal to 1 year	$ —	$ —	— %	$ 31,654	$ 40,128	1.91 %
Greater than one year and less than or equal to five years	23,132	27,959	4.10 %	114,434	140,221	1.31 %
Greater than five years and less than or equal to ten years	—	—	—	97,160	106,626	2.03 %
Greater than ten years	—	—	—	73,175	93,970	5.21 %
Total	$ 23,132	$ 27,959	4.10 %	$ 316,423	$ 380,945	2.01 %

(1) This is based on projected life. Typically, actual maturities of mortgage-backed securities are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) Equity residual investments and principal only securities with a zero coupon rate are excluded from this calculation.

The following table details the weighted average life of our real estate securities broken out by Agency RMBS and Credit Investments as of December 31, 2019 ($ in thousands):

	Agency RMBS			Credit Investments		
Weighted Average Life (1)	Fair Value	Amortized Cost	Weighted Average Coupon	Fair Value	Amortized Cost	Weighted Average Coupon (2)
Less than or equal to 1 year	$ —	$ —	— %	$ 82,474	$ 82,273	0.56 %
Greater than one year and less than or equal to five years	313,855	302,520	4.01 %	525,192	508,038	1.29 %
Greater than five years and less than or equal to ten years	2,001,584	1,954,614	3.71 %	296,665	263,300	1.06 %
Greater than ten years	—	—	—	230,062	205,078	5.46 %
Total	$ 2,315,439	$ 2,257,134	3.77 %	$ 1,134,393	$ 1,058,689	1.31 %

(1) This is based on projected life. Typically, actual maturities of mortgage-backed securities are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) Equity residual investments and principal only securities with a zero coupon rate are excluded from this calculation.

For the three months ended March 31, 2020, the Company sold, directly or as a result of financing counterparty seizures, 229 securities for total proceeds of $2.4 billion, with an additional $12.0 million of proceeds on 6 unsettled security sales, recording realized gains of $44.7 million and realized losses of $131.0 million. For the three months ended March 31, 2019, the Company sold 26 securities for total proceeds of $213.0 million, with an additional $68.4 million of proceeds on 5 unsettled security sales, recording realized gains of $4.3 million and realized losses of $2.2 million.

See Notes 4 and 8 for amounts realized on sales of loans and the settlement of certain derivatives, respectively.

A Special Purpose Entity ("SPE") is an entity designed to fulfill a specific limited need of the company that organized it. SPEs are often used to facilitate transactions that involve securitizing financial assets or resecuritizing previously securitized financial

assets. The objective of such transactions may include obtaining non-recourse financing, obtaining liquidity or refinancing the underlying securitized financial assets on improved terms. Securitization involves transferring assets to an SPE to convert all or a portion of those assets into cash before they would have been realized in the normal course of business through the SPE's issuance of debt or equity instruments. Investors in an SPE usually have recourse only to the assets in the SPE and depending on the overall structure of the transaction, may benefit from various forms of credit enhancement, such as over-collateralization in the form of excess assets in the SPE, priority with respect to receipt of cash flows relative to holders of other debt or equity instruments issued by the SPE, or a line of credit or other form of liquidity agreement that is designed with the objective of ensuring that investors receive principal and/or interest cash flow on the investment in accordance with the terms of their investment agreement. See Note 2 for more detail.

The Company previously entered into a resecuritization transaction in 2014 (the "December 2014 VIE"). The Company concluded that the SPE created to facilitate this transaction was a VIE and also determined that the December 2014 VIE should be consolidated by the Company. The transferred assets were recorded as a secured borrowing, based on the Company's involvement in the December 2014 VIE, including the design and purpose of the SPE, and whether the Company's involvement reflected a controlling financial interest that resulted in the Company being deemed the primary beneficiary of the December 2014 VIE.

The Company transferred certain of its CMBS in Q3 2018 from certain of its non-wholly owned subsidiaries into a newly formed entity so it could obtain financing on these real estate securities (the "August 2018 VIE"). The Company concluded that the entity created to facilitate this transfer was a VIE. The Company also determined that the August 2018 VIE should be consolidated by the Company based on the Company's 100% equity ownership in the August 2018 VIE (despite a profit participation interest held by an unaffiliated third party in the August 2018 VIE), the Company's involvement in the August 2018 VIE, including the design and purpose of the entity, and whether the Company's involvement reflected a controlling financial interest that resulted in the Company being deemed the primary beneficiary of the August 2018 VIE.

The following table details certain information related to the December 2014 VIE and August 2018 VIE as of March 31, 2020 and December 31, 2019 (in thousands):

	March 31, 2020	December 31, 2019
Assets		
Real estate securities, at fair value:		
Non-Agency	$ 11,190	$ 13,838
CMBS	2,881	94,500
Other assets	410	808
Total assets	$ 14,481	$ 109,146
Liabilities		
Financing arrangements	$ 4,258	$ 70,712
Securitized debt, at fair value	5,836	7,230
Other liabilities	854	3,553
Total liabilities	$ 10,948	$ 81,495

The holders of the consolidated tranche of the December 2014 VIE, shown within the Non-Agency line item above, have no recourse to the general credit of the Company and the Company has no obligation to provide any other explicit or implicit support to the December 2014 VIE. Except for restricted cash, shown within the Other assets line item above, assets held by the August 2018 VIE are not restricted and can be used to settle any obligations of the Company. The liabilities of the August 2018 VIE are recourse to the Company and can be satisfied with assets of the Company. The following table details certain additional information related to the December 2014 VIE as of March 31, 2020 ($ in thousands):

			Weighted Average		
	Current Face	Fair Value	Coupon	Yield	Life (Years) (1)
Consolidated tranche (2)	$ 6,011	$ 5,836	3.33 %	1.29 %	0.93
Retained tranche	7,680	5,354	5.30 %	18.18 %	6.74
Total resecuritized asset (3)	$ 13,691	$ 11,190	4.43 %	9.37 %	4.19

(1) This is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) As of March 31, 2020, the Company has recorded secured financing of $5.8 million on the consolidated balance sheets in the "Securitized debt, at fair value" line item. The Company recorded the proceeds from the issuance of the secured financing in the "Cash Flows from Financing Activities" section of the consolidated statement of cash flows at the time of securitization.
(3) As of March 31, 2020, the fair market value of the total resecuritized asset is included in the Company’s consolidated balance sheets as "Non-Agency."

The following table details certain information related to the December 2014 VIE as of December 31, 2019 ($ in thousands):

			Weighted Average		
	Current Face	Fair Value	Coupon	Yield	Life (Years) (1)
Consolidated tranche (2)	$ 7,204	$ 7,230	3.46 %	4.11 %	1.96
Retained tranche	7,851	6,608	5.37 %	18.14 %	7.64
Total resecuritized asset (3)	$ 15,055	$ 13,838	4.46 %	10.81 %	4.92

(1) This is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) As of December 31, 2019, the Company has recorded secured financing of $7.2 million on the consolidated balance sheets in the "Securitized debt, at fair value" line item. The Company recorded the proceeds from the issuance of the secured financing in the "Cash Flows from Financing Activities" section of the consolidated statement of cash flows at the time of securitization.
(3) As of December 31, 2019, the fair market value of the total resecuritized asset is included in the Company’s consolidated balance sheets as "Non-Agency."

4. Loans

Residential mortgage loans

In January 2020, the Company purchased a residential mortgage loan portfolio with a gross aggregate unpaid principal balance and a gross acquisition fair value of $481.7 million and $450.3 million, respectively.

For the three months ended March 31, 2020, the Company sold 1 loan for total proceeds of $8.7 million, recording realized losses of $3.1 million. For the three months ended March 31, 2019, the Company sold 1 loan for total proceeds of $0.1 million, recording realized gains of $16.0 thousand.

The Company has chosen to make a fair value election pursuant to ASC 825 for its residential mortgage loan portfolio. Unrealized gains and losses are recognized in current period earnings in the "Unrealized gain/(loss) on real estate securities and loans, net" line item. The gross unrealized gains/(losses) stated in the tables below represents inception to date unrealized gains/(losses).

The table below details information regarding the Company's residential mortgage loan portfolio as of March 31, 2020 and December 31, 2019 ($ in thousands):

				Gross Unrealized			Weighted Average		
As of	Unpaid Principal Balance	Premium (Discount)	Amortized Cost	Gains	Losses	Fair Value	Coupon	Yield	Life (Years) (1)
March 31, 2020	$ 951,135	$ (94,637)	$ 856,498	$ 1,009	$ (90,547)	$ 766,960	3.83 %	4.58 %	6.82
December 31, 2019	464,041	(55,219)	408,822	9,065	(102)	417,785	4.09 %	5.72 %	7.36

(1) This is based on projected life. Typically, actual maturities of residential mortgage loans are shorter than stated contractual maturities. Maturities are affected by the lives of the underlying mortgages, periodic payments of principal and prepayments of principal.

The table below details information regarding the Company's residential mortgage loans as of March 31, 2020 and December 31, 2019 (in thousands):

	March 31, 2020		December 31, 2019	
	Fair Value	Unpaid Principal Balance	Fair Value	Unpaid Principal Balance
Re-Performing	$ 672,252	$ 819,459	$ 330,234	$ 357,678
Non-Performing	84,074	110,822	87,551	106,363
Other (1)	10,634	20,854	—	—
	$ 766,960	$ 951,135	$ 417,785	$ 464,041

(1) Represents residential mortgage loans where there was limited data regarding the underlying collateral.

As described in Note 2, prior to the adoption of ASU 2016-13, the Company evaluated loans for OTTI on at least a quarterly basis. The determination of whether a loan was other-than-temporarily impaired involved judgments and assumptions based on subjective and objective factors. When the fair value of a loan was less than its amortized cost at the balance sheet date, the loan was considered impaired, and the impairment was designated as either "temporary" or "other-than-temporary."

No OTTI was recorded for the three months ended March 31, 2019 on the Company's residential mortgage loans.

As of March 31, 2020 and December 31, 2019, the Company had residential mortgage loans with a fair value of $35.2 million and $35.6 million, respectively, that were in the process of foreclosure, excluding any loans classified as Other above.

The Company's mortgage loan portfolio consisted of mortgage loans on residential real estate located throughout the United States. The following is a summary of the geographic concentration of credit risk within the Company's mortgage loan portfolio as of March 31, 2020 and December 31, 2019, excluding any loans classified as Other above:

Geographic Concentration of Credit Risk	March 31, 2020	December 31, 2019
Percentage of fair value of mortgage loans secured by properties in the following states representing 5% or more of fair value:		
California	18 %	19 %
Florida	11 %	11 %
New York	10 %	9 %
New Jersey	8 %	6 %

The Company records interest income on an effective interest basis. The accretable discount is determined by the excess of the Company's estimate of undiscounted principal, interest, and other cash flows expected to be collected over its initial investment in the mortgage loan. The following is a summary of the changes in the accretable portion of discounts for the three months ended March 31, 2020 and March 31, 2019, respectively (in thousands):

	Three Months Ended	
	March 31, 2020	**March 31, 2019**
Beginning Balance	$ 168,877	$ 79,610
Additions	129,017	19,731
Accretion	(8,428)	(3,263)
Reclassifications from/(to) non-accretable difference	(26,012)	3,849
Disposals	(343)	(423)
Ending Balance	$ 263,111	$ 99,504

As of March 31, 2020, the Company's residential mortgage loan portfolio was comprised of 5,718 conventional loans with individual original loan balances between $3.8 thousand and $4.0 million, excluding loans classified as Other above.

As of December 31, 2019, the Company's residential mortgage loan portfolio was comprised of 3,413 conventional loans with individual original loan balances between $3.8 thousand and $3.4 million.

The Company entered into a securitization transaction of certain of its residential mortgage loans in August 2019 (the "August 2019 VIE"). The Company concluded that the SPE created to facilitate this transaction was a VIE and also determined that the August 2019 VIE should be consolidated by the Company. The transferred assets were recorded as a secured borrowing, based on the Company's involvement in the August 2019 VIE, including the design and purpose of the SPE, and whether the Company's involvement reflected a controlling financial interest that resulted in the Company being deemed the primary beneficiary of the August 2019 VIE.

Upon consolidation, the Company elected the fair value option for the assets and liabilities of the August 2019 VIE in order to avoid an accounting mismatch between its assets and its liabilities and to more accurately represent the economics of its interest in the entity. Electing the fair value option allows the Company to record changes in fair value in the consolidated statement of operations. The Company applied the guidance under ASU 2014-13, "Measuring the Financial Assets and the Financial Liabilities of a Consolidated Collateralized Financing Entity," whereby the Company determines whether the fair value of the assets or liabilities of the August 2019 VIE is more observable as a basis for measuring the less observable financial instruments. The Company has determined that the fair value of the liabilities of the August 2019 VIE are more observable since the prices for these liabilities are more easily determined as similar instruments trade more frequently on a relative basis than the individual assets of the VIE.

The following table details certain information related to the assets and liabilities of the August 2019 VIE as of March 31, 2020 and December 31, 2019 ($ in thousands):

	March 31, 2020	December 31, 2019
Assets		
Residential mortgage loans, at fair value	$ 214,176	$ 255,171
Other assets	870	898
Total assets	$ 215,046	$ 256,069
Liabilities		
Financing arrangements	$ 24,578	$ 24,584
Securitized debt, at fair value	191,346	217,118
Other liabilities	580	596
Total liabilities	$ 216,504	$ 242,298

The following table details certain information related the August 2019 VIE as of March 31, 2020 and December 31, 2019 ($ in thousands):

				Weighted Average		
As of:		**Current Unpaid Principal Balance**	**Fair Value**	**Coupon**	**Yield**	**Life (Years) (1)**
March 31, 2020	Residential mortgage loans (2)	$ 258,424	$ 214,176	4.03 %	4.73 %	6.90
	Securitized debt (3)	211,749	191,346	2.92 %	2.80 %	5.00
December 31, 2019	Residential mortgage loans (2)	263,956	255,171	3.96 %	5.11 %	7.66
	Securitized debt (3)	217,455	217,118	2.92 %	2.86 %	5.00

(1) This is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) This represents all loans contributed to the August 2019 VIE.
(3) As of March 31, 2020 and December 31, 2019, the Company has recorded secured financing of $191.3 million and $217.1 million, respectively, on the consolidated balance sheets in the "Securitized debt, at fair value" line item. The Company recorded the proceeds from the issuance of the secured financing in the "Cash Flows from Financing Activities" section of the consolidated statement of cash flows at the time of securitization.

The holders of the securitized debt have no recourse to the general credit of the Company. The Company has no obligation to provide any other explicit or implicit support to the August 2019 VIE.

On May 28, 2020, the Company entered into a Mortgage Loan Purchase and Sale Agreement (the "MLPSA"). The MLPSA provided for the sale by the Company of residential mortgage loans (the "Loan Sale") with an approximate unpaid principal balance of $465 million for net proceeds of approximately $383 million. The closing of the Loan Sale occurred on May 28, 2020.

Commercial loans

The Company has chosen to make a fair value election pursuant to ASC 825 for its commercial loan portfolio. Unrealized gains and losses are recognized in current period earnings in the "Unrealized gain/(loss) on real estate securities and loans, net" line item. The gross unrealized gains/(losses) columns in the tables below represent inception to date unrealized gains/(losses).

The following table presents detail on the Company's commercial loan portfolio on March 31, 2020 ($ in thousands).

Loan (1)(2)	Current Face	Premium (Discount)	Amortized Cost	Gross Unrealized Losses	Fair Value (3)	Weighted Average Coupon (4)	Weighted Average Yield (5)	Weighted Average Life (Years) (6)	Initial Stated Maturity Date	Extended Maturity Date (7)	Location	Collateral Type
Loan G (8)	$ 52,089	$ —	$ 52,089	$ (4,226)	$ 47,863	5.76 %	5.76 %	1.46	July 9, 2020	July 9, 2022	CA	Condo, Retail, Hotel
Loan H (8) (9)	36,000	—	36,000	(1,800)	34,200	4.71 %	4.71 %	0.19	March 9, 2019	June 9, 2020	AZ	Office
Loan I (10)	14,646	(181)	14,465	(819)	13,646	11.51 %	12.85 %	2.05	February 9, 2021	February 9, 2023	MN	Office, Retail
Loan J (8)	5,220	—	5,220	(1,500)	3,720	6.23 %	6.23 %	2.20	January 1, 2023	January 1, 2024	NY	Hotel, Retail
Loan K (11)	11,172	—	11,172	(1,000)	10,172	10.59 %	11.74 %	0.93	May 22, 2021	February 22, 2024	NY	Hotel, Retail
Loan L (11)	51,000	(538)	50,462	(2,012)	48,450	5.41 %	5.75 %	4.37	July 22, 2022	July 22, 2024	IL	Hotel, Retail
	$ 170,127	$ (719)	$ 169,408	$ (11,357)	$ 158,051	6.26 %	6.53 %	2.11				

(1) The Company has the contractual right to receive a balloon payment for each loan.
(2) Refer to Note 13 "Commitments and Contingencies" for details on the Company's commitments on its Commercial Loans as of March 31, 2020.
(3) Pricing is reflective of marks on unfunded commitments.
(4) Each commercial loan investment has a variable coupon rate.
(5) Yield includes any exit fees.
(6) Actual maturities of commercial mortgage loans may be shorter than stated contractual maturities. Maturities are affected by prepayments of principal.
(7) Represents the maturity date of the last possible extension option.
(8) Loan G, Loan H, and Loan J are first mortgage loans.
(9) Subsequent to quarter end, Loan H was sold.
(10) Loan I is a mezzanine loan.
(11) Loan K and Loan L are comprised of first mortgage and mezzanine loans.

The following table presents detail on the Company's commercial loan portfolio on December 31, 2019 ($ in thousands).

Loan (1)	Current Face	Premium (Discount)	Amortized Cost	Gross Unrealized Gains	Fair Value	Weighted Average Coupon (2)	Weighted Average Yield (3)	Weighted Average Life (Years) (4)	Initial Stated Maturity Date	Extended Maturity Date (5)	Location	Collateral Type
Loan G (6)	$ 45,856	$ —	$ 45,856	$ —	$ 45,856	6.46 %	6.46 %	0.53	July 9, 2020	July 9, 2022	CA	Condo, Retail, Hotel
Loan H (6)	36,000	—	36,000	—	36,000	5.49 %	5.49 %	0.19	March 9, 2019	June 9, 2020	AZ	Office
Loan I (7)	11,992	(184)	11,808	184	11,992	12.21 %	14.51 %	1.04	February 9, 2021	February 9, 2023	MN	Office, Retail
Loan J (6)	4,674	—	4,674	—	4,674	6.36 %	6.36 %	2.12	January 1, 2023	January 1, 2024	NY	Hotel, Retail
Loan K (8)	9,164	—	9,164	—	9,164	10.71 %	11.86 %	1.72	May 22, 2021	February 22, 2024	NY	Hotel, Retail
Loan L (8)	51,000	(502)	50,498	502	51,000	6.16 %	6.50 %	4.63	July 22, 2022	July 22, 2024	IL	Hotel, Retail
	$ 158,686	$ (686)	$ 158,000	$ 686	$ 158,686	6.82 %	7.17 %	1.92				

(1) The Company has the contractual right to receive a balloon payment for each loan.
(2) Each commercial loan investment has a variable coupon rate.
(3) Yield includes any exit fees.
(4) Actual maturities of commercial mortgage loans may be shorter than stated contractual maturities. Maturities are affected by prepayments of principal.
(5) Represents the maturity date of the last possible extension option.
(6) Loan G, Loan H, and Loan J are first mortgage loans.
(7) Loan I is a mezzanine loan.
(8) Loan K and Loan L are comprised of first mortgage and mezzanine loans.

During the three months ended March 31, 2020 and March 31, 2019, the Company recorded a de minimis amount of discount accretion on its commercial loans.

5. Excess MSRs

The Company has chosen to make a fair value election pursuant to ASC 825 for its Excess MSR portfolio. Unrealized gains and losses are recognized in current period earnings in the "Unrealized gain/(loss) on derivative and other instruments, net" line item. The gross unrealized gains/(losses) columns below represent inception to date unrealized gains/(losses).

The following table presents detail on the Company's Excess MSR portfolio on March 31, 2020 ($ in thousands).

	Unpaid Principal Balance	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Weighted Average Yield	Weighted Average Life (Years) (1)
Agency Excess MSRs	$ 2,705,568	$ 18,503	$ 20	$ (4,570)	$ 13,953	4.74 %	6.33
Credit Excess MSRs	33,296	172	1	(60)	113	25.75 %	7.29
Total Excess MSRs	$ 2,738,864	$ 18,675	$ 21	$ (4,630)	$ 14,066	4.91 %	6.34

(1) This is based on projected life. Actual maturities of Excess MSRs may be shorter than stated contractual maturities. Maturities are affected by prepayments of principal.

The following table presents detail on the Company's Excess MSR portfolio on December 31, 2019 ($ in thousands).

	Unpaid Principal Balance	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	Weighted Average Yield	Weighted Average Life (Years) (1)
Agency Excess MSRs	$ 2,910,735	$ 19,570	$ 93	$ (2,031)	$ 17,632	8.32 %	5.58
Credit Excess MSRs	34,753	178	2	(37)	143	21.38 %	5.25
Total Excess MSRs	$ 2,945,488	$ 19,748	$ 95	$ (2,068)	$ 17,775	8.42 %	5.58

(1) This is based on projected life. Actual maturities of Excess MSRs may be shorter than stated contractual maturities. Maturities are affected by prepayments of principal.

As described in Note 2, prior to the adoption of ASU 2016-13, the Company evaluated Excess MSRs for OTTI on at least a quarterly basis. The determination of whether an Excess MSR was other-than-temporarily impaired involved judgments and assumptions based on subjective and objective factors. When the fair value of an Excess MSR was less than its amortized cost at the balance sheet date, the Excess MSR was considered impaired, and the impairment was designated as either "temporary" or "other-than-temporary. For the three months ended March 31, 2019, the Company recognized an OTTI charge of $0.6 million on its Excess MSRs, which is included in the "Net realized gain/(loss)" line item on the consolidated statement of operations. Of the $0.6 million of OTTI recorded for the three months ended March 31, 2019, $0.1 million was related to Excess MSRs where OTTI was not recognized in a prior year.

6. Fair value measurements

As described in Note 2, the fair value of financial instruments that are recorded at fair value is determined by the Manager, subject to oversight of the Company's Board of Directors, and in accordance with ASC 820, "Fair Value Measurements and Disclosures." When possible, the Company determines fair value using independent data sources. ASC 820 establishes a hierarchy that prioritizes the inputs to valuation techniques giving the highest priority to readily available unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements) when market prices are not readily available or reliable.

Values for the Company's securities, Excess MSRs, securitized debt of the December 2014 VIE, derivatives and U.S. Treasury securities are based upon prices obtained from third party pricing services, which are indicative of market activity. The fair value of the Company's obligation to return securities borrowed under reverse repurchase agreements is based upon the value of the underlying borrowed U.S. Treasury securities as of the reporting date. The evaluation methodology of the Company's third-party pricing services incorporates commonly used market pricing methods, including a spread measurement to various indices such as the one-year constant maturity treasury and LIBOR, which are observable inputs. The evaluation also considers the underlying characteristics of each investment, which are also observable inputs, including: coupon; maturity date; loan age; reset date; collateral type; periodic and life cap; geography; and prepayment speeds. The Company collects and considers current market intelligence on all major markets, including benchmark security evaluations and bid-lists from various sources, when available. As part of the Company's risk management process, the Company reviews and analyzes all prices obtained by comparing prices to recently completed transactions involving the same or similar investments on or near the reporting date. If, in the opinion of the Manager, one or more prices reported to the Company are not reliable or unavailable, the Manager reviews the fair value based on characteristics of the investment it receives from the issuer and available market information.

In valuing its derivatives, the Company considers the creditworthiness of both the Company and its counterparties, along with collateral provisions contained in each derivative agreement, from the perspective of both the Company and its counterparties. All of the Company's derivatives are either subject to bilateral collateral arrangements or clearing in accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the "Dodd Frank Act"). For swaps cleared under the Dodd Frank Act, a Central Counterparty Clearing House ("CCCH") now stands between the Company and the over-the-counter derivative counterparties. In order to access clearing, the Company has entered into clearing agreements with Futures Commissions Merchants ("FCMs").

The daily exchange of variation margin associated with a CCCH centrally cleared derivative instrument is legally characterized as the daily settlement of the derivative instrument itself. Accordingly, the Company accounts for the daily receipt or payment of variation margin associated with its centrally cleared interest rate swaps and futures as a direct reduction to the carrying value of the interest rate swap and future derivative asset or liability, respectively. The carrying amount of centrally cleared

interest rate swaps and futures reflected in the Company's consolidated balance sheets is equal to the unsettled fair value of such instruments. See Note 8 for more information.

In determining the fair value of the Company's mortgage loans and securitized debt relating to the August 2019 VIE, the Company considers data such as loan origination information, additional updated borrower information, loan servicing data, as available, forward interest rates, general economic conditions, home price index forecasts and valuations of the underlying properties. The variables considered most significant to the determination of the fair value of the Company's mortgage loans include market-implied discount rates, projections of default rates, delinquency rates, prepayment rates and loss severity (considering mortgage insurance). Projections of default and prepayment rates are impacted by other variables such as reperformance rates and timeline to liquidation. The Company uses loan level data and macro-economic inputs to generate loss adjusted cash flows and other information in determining the fair value of its mortgage loans. Because of the inherent uncertainty of such valuation, the fair values established for mortgage loans held by the Company may differ from the fair values that would have been established if a ready market existed for these mortgage loans.

The Manager may also engage specialized third party valuation service providers to assess and corroborate the valuation of a selection of investments in the Company's loan portfolio on a periodic basis. These specialized third party valuation service providers conduct independent valuation analyses based on a review of source documents, available market data, and comparable investments. The analyses provided by valuation service providers are reviewed and considered by the Manager.

TBA instruments are similar in form to the Company's Agency RMBS portfolio, and the Company therefore estimates fair value based on similar methods.

Cash equivalents include investments in money market funds that invest primarily in short-term U.S. Treasury and Agency securities. These cash equivalent instruments are valued at their market quoted prices, which generally approximate cost plus accrued interest.

In December 2015, the Company, alongside private funds under the management of Angelo Gordon, through AG Arc, formed Arc Home. The Company invests in Arc Home through AG Arc. In June 2016, Arc Home closed on the acquisition of a Fannie Mae, Freddie Mac, FHA, VA and Ginnie Mae seller/servicer of residential mortgages. Through this subsidiary, Arc Home originates conforming, Government, Jumbo, Non-QM, and other non-conforming residential mortgage loans, retains the mortgage servicing rights associated with the loans it originates, and purchases additional mortgage servicing rights from third-party sellers.

Refer to Note 2 for more information on changes regarding the Company's leveling policy.

The following table presents the Company's financial instruments measured at fair value on a recurring basis as of March 31, 2020 (in thousands):

	Fair Value at March 31, 2020			
	Level 1	**Level 2**	**Level 3**	**Total**
Assets:				
Agency RMBS:				
Interest Only	$ —	$ 23,132	$ —	$ 23,132
Credit Investments:				
Non-Agency RMBS	—	180,971	5,533	186,504
Non-Agency RMBS Interest Only	—	293	—	293
CMBS	—	112,274	—	112,274
CMBS Interest Only	—	17,352	—	17,352
Residential mortgage loans	—	—	766,960	766,960
Commercial loans	—	—	158,051	158,051
Excess mortgage servicing rights	—	—	14,066	14,066
Cash equivalents (1)	22,605	—	—	22,605
Derivative assets	—	2,745	—	2,745
AG Arc (1)	—	—	18,519	18,519
Total Assets Measured at Fair Value	$ 22,605	$ 336,767	$ 963,129	$ 1,322,501
Liabilities:				
Securitized debt	$ —	$ (5,836)	$ (191,346)	$ (197,182)
Derivative liabilities	(155)	(2,193)	—	(2,348)
Total Liabilities Measured at Fair Value	$ (155)	$ (8,029)	$ (191,346)	$ (199,530)

(1) Refer to Note 2 for more information on the Company's accounting policies with regard to cash equivalents and AG Arc.

The following table presents the Company's financial instruments measured at fair value on a recurring basis as of December 31, 2019 (in thousands):

	Fair value at December 31, 2019			
	Level 1	Level 2	Level 3	Total
Assets:				
Agency RMBS:				
30 Year Fixed Rate	$ —	$ 2,241,298	$ —	$ 2,241,298
Interest Only	—	74,141	—	74,141
Credit Investments:				
Non-Agency RMBS	—	86,281	630,115	716,396
Non-Agency RMBS Interest Only	—	—	1,074	1,074
CMBS	—	2,365	366,566	368,931
CMBS Interest Only	—	—	47,992	47,992
Residential mortgage loans	—	—	417,785	417,785
Commercial loans	—	—	158,686	158,686
Excess mortgage servicing rights	—	—	17,775	17,775
Cash equivalents (1)	53,243	—	—	53,243
Derivative assets	—	2,282	—	2,282
AG Arc (1)	—	—	28,546	28,546
Total Assets Measured at Fair Value	$ 53,243	$ 2,406,367	$ 1,668,539	$ 4,128,149
Liabilities:				
Securitized debt	$ —	$ (151,933)	$ (72,415)	$ (224,348)
Derivative liabilities	(122)	(289)	—	(411)
Total Liabilities Measured at Fair Value	$ (122)	$ (152,222)	$ (72,415)	$ (224,759)

(1) Refer to Note 2 for more information on the Company's accounting policies with regard to cash equivalents and AG Arc.

The Company did not have any transfers of assets or liabilities between Levels 1 and 2 of the fair value hierarchy during the three months ended March 31, 2020 and March 31, 2019.

Refer to the tables below for details on transfers between the Level 3 and Level 2 categories under ASC 820. Transfers into the Level 3 category of the fair value hierarchy occur due to instruments exhibiting indications of reduced levels of market transparency. Transfers out of the Level 3 category of the fair value hierarchy occur due to instruments exhibiting indications of increased levels of market transparency and updates to the Company's leveling policy, which are detailed in Note 2. Indications of increases or decreases in levels of market transparency include a change in observable transactions or executable quotes involving these instruments or similar instruments. Changes in these indications could impact price transparency, and thereby cause a change in level designations in future periods.

The following tables present additional information about the Company's assets and liabilities which are measured at fair value on a recurring basis for which the Company has utilized Level 3 inputs to determine fair value:

Three Months Ended
March 31, 2020
(in thousands)

	Non-Agency RMBS	Non-Agency RMBS Interest Only	CMBS	CMBS Interest Only	Residential Mortgage Loans	Commercial Loans	Excess Mortgage Servicing Rights	AG Arc	Securitized debt
Beginning balance	$ 630,115	$ 1,074	$ 366,566	$ 47,992	$ 417,785	$ 158,686	$ 17,775	$ 28,546	$ (72,415)
Transfers (1):									
Transfers into level 3	—	—	—	—	—	—	—	—	(151,933)
Transfers out of level 3	(210,709)	(1,074)	(170,816)	(22,054)	—	—	—	—	7,230
Purchases/Transfers	1,559	—	3,540	—	479,195	11,441	—	—	—
Transfers from Investments in Debt and Equity of Affiliates	—	—	—	—	—	—	—	—	—
Proceeds from sales of assets and seizures of assets	(362,131)	—	(148,111)	(21,996)	(8,679)	—	—	—	—
Proceeds from settlement	(9,710)	—	(9,367)	—	(22,674)	—	—	—	5,706
Total net gains/(losses) (2)									
Included in net income	(43,591)	—	(41,812)	(3,942)	(98,667)	(12,076)	(3,709)	(10,027)	20,066
Ending Balance	$ 5,533	$ —	$ —	$ —	$ 766,960	$ 158,051	$ 14,066	$ 18,519	$ (191,346)
Change in unrealized appreciation/(depreciation) for level 3 assets/liabilities still held as of March 31, 2020 (3)	$ (554)	$ —	$ —	$ —	$ (95,655)	$ (12,076)	$ (3,701)	$ (10,027)	$ 20,066

(1) Transfers are assumed to occur at the beginning of the period. During the three months ended March 31, 2020, the Company transferred 50 Non-Agency RMBS securities, 2 Non-Agency RMBS Interest Only securities, 32 CMBS securities, 15 CMBS Interest Only securities and 1 securitized debt security into the Level 2 category from the Level 3 category under the fair value hierarchy of ASC 820. During the three months ended March 31, 2020, the Company transferred 1 securitized debt security into the Level 3 category from the Level 2 category under the fair value hierarchy of ASC 820. Refer to Note 2 for more information on changes regarding the Company's leveling policy.

(2) Gains/(losses) are recorded in the following line items in the consolidated statement of operations:

Unrealized gain/(loss) on real estate securities and loans, net	$ (145,817)
Unrealized gain/(loss) on derivative and other instruments, net	16,357
Net realized gain/(loss)	(54,271)
Equity in earnings/(loss) from affiliates	(10,027)
Total	$ (193,758)

(3) Unrealized gains/(losses) are recorded in the following line items in the consolidated statement of operations:

Unrealized gain/(loss) on real estate securities and loans, net	$ (108,285)
Unrealized gain/(loss) on derivative and other instruments, net	16,365
Equity in earnings/(loss) from affiliates	(10,027)
Total	$ (101,947)

Three Months Ended March 31, 2019 (in thousands)

	Non-Agency RMBS	Non-Agency RMBS Interest Only	ABS	CMBS	CMBS Interest Only	Residential Mortgage Loans	Commercial Loans	Excess Mortgage Servicing Rights	AG Arc	Securitized debt
Beginning balance	$ 491,554	$ 3,099	$ 21,160	$ 211,054	$ 50,331	$ 186,096	$ 98,574	$ 26,650	$ 20,360	$ (10,858)
Transfers (1):										
Transfers into level 3	30,980	—	—	—	—	—	—	—	—	—
Transfers out of level 3	(61,531)	—	—	(5,280)	—	—	—	—	—	—
Purchases/Transfers	79,066	—	339	19,789	—	19,745	21,516	—	—	—
Capital Contributions	—	—	—	—	—	—	—	—	6,689	—
Proceeds from sales/redemptions	(34,636)	—	(1,283)	(6,068)	—	(75)	—	—	—	—
Proceeds from settlement	(5,300)	—	(549)	(15,364)	—	(4,038)	(10,417)	—	—	317
Total net gains/(losses) (2)										
Included in net income	5,970	(598)	532	8,773	(934)	319	550	(2,349)	(3,274)	26
Ending Balance	$ 506,103	$ 2,501	$ 20,199	$ 212,904	$ 49,397	$ 202,047	$ 110,223	$ 24,301	$ 23,775	$ (10,515)
Change in unrealized appreciation/(depreciation) for level 3 assets/liabilities still held as of March 31, 2019 (3)	$ 4,979	$ (598)	$ 467	$ 5,404	$ (934)	$ 145	$ 550	$ (1,736)	$ (3,274)	$ 26

(1) Transfers are assumed to occur at the beginning of the period. During the three months ended March 31, 2019, the Company transferred 4 Non-Agency RMBS securities into the Level 3 category from the Level 2 category and 6 Non-Agency RMBS and 2 CMBS securities into the Level 2 category from the Level 3 category under the fair value hierarchy of ASC 820.
(2) Gains/(losses) are recorded in the following line items in the consolidated statement of operations:

Unrealized gain/(loss) on real estate securities and loans, net	$ 11,414
Unrealized gain/(loss) on derivative and other instruments, net	(2,323)
Net realized gain/(loss)	3,198
Equity in earnings/(loss) from affiliates	(3,274)
Total	$ 9,015

(3) Unrealized gains/(losses) are recorded in the following line items in the consolidated statement of operations:

Unrealized gain/(loss) on real estate securities and loans, net	$ 10,013
Unrealized gain/(loss) on derivative and other instruments, net	(1,710)
Equity in earnings/(loss) from affiliates	(3,274)
Total	$ 5,029

The following tables present a summary of quantitative information about the significant unobservable inputs used in the fair value measurement of investments for which the Company has utilized Level 3 inputs to determine fair value.

Asset Class	Fair Value at March 31, 2020 (in thousands)	Valuation Technique	Unobservable Input	Range (Weighted Average)
Non-Agency RMBS	$ 4,262	Discounted Cash Flow	Yield	7.25% - 9.39% (8.87%)
			Projected Collateral Prepayments	6.42% - 6.55% (6.52%)
			Projected Collateral Losses	2.70% - 5.06% (4.49%)
			Projected Collateral Severities	-3.48% - 23.23% (2.93%)
	$ 1,271	Consensus Pricing	Offered Quotes	85.27 - 85.27 (85.27)
Residential Mortgage Loans	$ 756,325	Discounted Cash Flow	Yield	6.00% - 10.00% (6.46%)
			Projected Collateral Prepayments	5.38% - 9.90% (7.88%)
			Projected Collateral Losses	1.48% - 6.41% (3.11%)
			Projected Collateral Severities	-11.21% - 99.14% (29.80%)
	$ 7,885	Consensus Pricing	Offered Quotes	13.37 - 100.96 (78.67)
	$ 2,750	Recent Transaction	Cost	N/A
Commercial Loans	$ 158,051	Discounted Cash Flow	Yield	7.22% - 16.76% (10.04%)
			Credit Spread	640 bps - 1,490 bps (890 bps)
			Recovery Percentage (1)	100.00% - 100.00% (100.00%)
Excess Mortgage Servicing Rights	$ 13,952	Discounted Cash Flow	Yield	8.50% - 11.83% (9.26%)
			Projected Collateral Prepayments	11.96% - 17.27% (14.70%)
	$ 114	Consensus Pricing	Offered Quotes	0.00 - 0.34 (0.34)
AG Arc	$ 18,519	Comparable Multiple	Book Value Multiple	0.9x - 0.9x (0.9x)

Liability Class	Fair Value at March 31, 2020 (in thousands)	Valuation Technique	Unobservable Input	Range (Weighted Average)
Securitized debt	$ (191,346)	Discounted Cash Flow	Yield	3.69% - 9.25% (4.65%)
			Projected Collateral Prepayments	8.79% - 8.79% (8.79%)
			Projected Collateral Losses	2.48% - 2.48% (2.48%)
			Projected Collateral Severities	24.99% - 24.99% (24.99%)

(1) Represents the proportion of the principal expected to be collected relative to the loan balances as of March 31, 2020.

Asset Class	Fair Value at December 31, 2019 (in thousands)	Valuation Technique	Unobservable Input	Range (Weighted Average)
Non-Agency RMBS	$ 625,537	Discounted Cash Flow	Yield	1.71% - 100.00% (5.99%)
			Projected Collateral Prepayments	0.00% - 100.00% (14.60%)
			Projected Collateral Losses	0.00% - 100.00% (2.93%)
			Projected Collateral Severities	0.00% - 100.00% (21.37%)
	$ 4,578	Consensus Pricing	Offered Quotes	100.00 - 100.00 (100.00)
Non-Agency RMBS Interest Only	$ 1,074	Discounted Cash Flow	Yield	27.50% - 27.50% (27.50%)
			Projected Collateral Prepayments	18.00% - 18.00% (18.00%)
			Projected Collateral Losses	2.00% - 2.00% (2.00%)
			Projected Collateral Severities	35.00% - 35.00% (35.00%)
CMBS	$ 366,566	Discounted Cash Flow	Yield	0.00% - 13.89% (6.33%)
			Projected Collateral Prepayments	0.00% - 0.00% (0.00%)
			Projected Collateral Losses	0.00% - 0.00% (0.00%)
			Projected Collateral Severities	0.00% - 0.00% (0.00%)
CMBS Interest Only	$ 47,992	Discounted Cash Flow	Yield	-2.57% - 9.86% (4.19%)
			Projected Collateral Prepayments	99.00% - 100.00% (99.93%)
			Projected Collateral Losses	0.00% - 0.00% (0.00%)
			Projected Collateral Severities	0.00% - 0.00% (0.00%)
Residential Mortgage Loans	$ 364,107	Discounted Cash Flow	Yield	4.00% - 8.25% (4.81%)
			Projected Collateral Prepayments	4.81% - 9.04% (7.78%)
			Projected Collateral Losses	1.64% - 4.94% (2.36%)
			Projected Collateral Severities	-7.32% - 36.91% (23.15%)
	$ 53,678	Recent Transaction	Cost	N/A
Commercial Loans	$ 60,164	Discounted Cash Flow	Yield	6.16% - 10.76% (6.86%)
			Credit Spread	440 bps - 900 bps (510 bps)
			Recovery Percentage (1)	100.00% - 100.00% (100.00%)
	$ 98,522	Consensus Pricing	Offered Quotes	100.00 - 100.00 (100.00)
Excess Mortgage Servicing Rights			Yield	8.50% - 11.60% (9.20%)
	$ 17,633	Discounted Cash Flow	Projected Collateral Prepayments	9.35% - 16.90% (12.36%)
	$ 142	Consensus Pricing	Offered Quotes	0.01 - 0.40 (0.40)
AG Arc	$ 28,546	Comparable Multiple	Book Value Multiple	1.0x - 1.0x (1.0x)

Liability Class	Fair Value at December 31, 2019 (in thousands)	Valuation Technique	Unobservable Input	Range (Weighted Average)
Securitized debt	$ (72,415)	Discounted Cash Flow	Yield	2.98% - 4.70% (3.54%)
			Projected Collateral Prepayments	10.00% - 10.04% (10.04%)
			Projected Collateral Losses	2.04% - 3.50% (2.19%)
			Projected Collateral Severities	20.13% - 45.00% (22.61%)

(1) Represents the proportion of the principal expected to be collected relative to the loan balances as of December 31, 2019.

As further described above, fair values for the Company's securities portfolio are based upon prices obtained from third-party pricing services. Broker quotations may also be used. The significant unobservable inputs used in the fair value measurement of the Company's securities are prepayment rates, probability of default, and loss severity in the event of default. Significant increases (decreases) in any of those inputs in isolation would result in a significantly lower (higher) fair value measurement. Generally, a change in the assumption used for the probability of default is accompanied by a directionally similar change in the assumption used for the loss severity and a directionally opposite change in the assumption used for prepayment rates.

Also, as described above, valuation of the Company's loan portfolio is determined by the Manager using third-party pricing services where available, specialized third party valuation service providers, or model-based pricing. The evaluation considers the underlying characteristics of each loan, which are observable inputs, including: coupon, maturity date, loan age, reset date, collateral type, periodic and life cap, geography, and prepayment speeds. These valuations also require significant judgments, which include assumptions regarding capitalization rates, re-performance rates, leasing, creditworthiness of major tenants, occupancy rates, availability of financing, exit plan, loan sponsorship, actions of other lenders and other factors deemed necessary by management. Changes in the market environment and other events that may occur over the life of our investments

may cause the gains or losses ultimately realized on these investments to be different than the valuations currently estimated. If applicable, analyses provided by valuation service providers are reviewed and considered by the Manager.

7. Financing arrangements

The following table presents a summary of the Company's financing arrangements as of March 31, 2020 and December 31, 2019 (in thousands).

	March 31, 2020	December 31, 2019
Repurchase agreements	$ 444,886	$ 3,121,966
Revolving facilities (1)	524,971	111,502
Financing arrangements, net	$ 969,857	$ 3,233,468

(1) Increasing the Company's borrowing capacity under the Company's revolving facilities requires consent of the lenders.

During the quarter ended March 31, 2020, the Company completed the sale of its 30 Year Fixed Rate Agency securities and sold additional assets in an effort to satisfy outstanding financing obligations, to weather the economic and market instability and to reduce its exposure to various financing counterparties.

In March 2020, the Company began engaging in discussions with its financing counterparties with regard to entering into forbearance agreements pursuant to which each participating counterparty would agree to forbear from exercising its rights and remedies with respect to an event of default under the applicable financing arrangement for an agreed-upon period. Pursuant to the terms of the Forbearance Agreement, the Participating Counterparties agreed to forbear from exercising any of their rights and remedies in respect of events of default and any and all other defaults under the applicable financing arrangement with the Company for the duration of the Forbearance Period.

As described above, on June 10, 2020, the Company and the Participating Counterparties entered into a Reinstatement Agreement, pursuant to which the parties agreed to terminate the Forbearance Agreement and each Participating Counterparty agreed to permanently waive all existing and prior events of default under its financing agreements with the Company and to reinstate each Bilateral Agreement, as it may be amended by agreement between the Participating Counterparty and the Company. For additional information related to the Forbearance Agreement and the Reinstatement Agreement, see Note 2 under "Financing Arrangements."

Repurchase agreements

A vast majority of the Company's financing arrangements have historically been effectuated through repurchase agreements. The Company pledges certain real estate securities and loans as collateral under repurchase agreements with financial institutions, the terms and conditions of which are negotiated on a transaction-by-transaction basis. Repurchase agreements involve the sale and a simultaneous agreement to repurchase the transferred assets or similar assets at a future date. The amount borrowed generally is equal to the fair value of the assets pledged less an agreed-upon discount, referred to as a "haircut." The Company calculates haircuts disclosed in the tables below by dividing the equity on each borrowing by the current fair value of each investment. Repurchase agreements are accounted for as financings and require the repurchase of the transferred assets at the end of each agreement’s term, typically 30 to 90 days. The carrying amount of the Company’s repurchase agreements approximates fair value due to their short-term maturities or floating rate coupons. If the Company maintains the beneficial interest in the specific assets pledged during the term of the borrowing, it receives the related principal and interest payments. If the Company does not maintain the beneficial interest in the specific assets pledged during the term of the borrowing, it will have the related principal and interest payments remitted to it by the lender. Interest rates on these borrowings are fixed based on prevailing rates corresponding to the terms of the borrowings, and interest is paid at the termination of the borrowing at which time the Company may enter into a new borrowing arrangement at prevailing market rates with the same counterparty or repay that counterparty and negotiate financing with a different counterparty. If the fair value of pledged assets declines due to changes in market conditions or the publishing of monthly security paydown factors, lenders typically would require the Company to post additional securities as collateral, pay down borrowings or establish cash margin accounts with the counterparties in order to re-establish the agreed-upon collateral requirements, referred to as margin calls. The fair value of financial instruments pledged as collateral on the Company’s repurchase agreements disclosed in the tables below represent the Company’s fair value of such instruments which may differ from the fair value assigned to the collateral by its counterparties. The Company maintains a level of liquidity in the form of cash in order to meet these obligations. Under the terms of the Company’s master repurchase agreements, the counterparties may, in certain cases, sell or re-hypothecate the pledged

collateral. If the fair value of pledged assets increases due to changes in market conditions, counterparties may be required to return collateral to us in the form of securities or cash or post additional collateral to us.

As of March 31, 2020, the Company had received notifications from several of its financing counterparties of alleged events of default under their repurchase agreements, and of those counterparties' intentions to accelerate the Company's performance obligations under the relevant agreements due to the Company's inability to meet certain margin calls as a result of market disruptions created by the COVID-19 pandemic. As discussed above, until a formal agreement was reached, the Company negotiated with its financing counterparties regarding the lenders' forbearance from exercising their rights and remedies under their applicable repurchase agreements. While as of March 31, 2020 certain lenders had accelerated the Company's obligations under their applicable repurchase agreements, upon execution of the Reinstatement Agreement, the terms of the Bilateral Agreements were reinstated, including the maturity dates of the repurchase agreements. As a result, the Company has not presented the maturity of its financing arrangements as of March 31, 2020 in the tables below. Additionally, due to declines in the fair value of the Company's portfolio, certain haircuts were negative as of March 31, 2020. Subsequent to quarter end, as a result of asset sales and delevering, the Company had positive equity in its investments and positive haircuts. As of June 10, 2020, the Company had met all margin calls related to its repurchase agreements. Refer to Note 13 for more information on outstanding deficiencies.

The following table presents a summary of financial information regarding the Company's repurchase agreements and corresponding real estate securities pledged as collateral as of March 31, 2020 ($ in thousands):

	Repurchase Agreements			Real Estate Securities Pledged		
	Balance	Weighted Average Rate	Weighted Average Haircut	Fair Value Pledged	Amortized Cost	Accrued Interest
Total / Weighted Average	$ 312,322	2.27 %	(0.6) %	$ 327,437	$ 387,055	$ 1,974

The following table presents a summary of financial information regarding the Company's repurchase agreements and corresponding real estate securities pledged as collateral as of December 31, 2019 ($ in thousands):

	Repurchase Agreements			Real Estate Securities Pledged		
Repurchase Agreements Maturing Within:	Balance	Weighted Average Rate	Weighted Average Haircut	Fair Value Pledged	Amortized Cost	Accrued Interest
30 days or less	$ 1,550,508	2.33 %	9.0 %	$ 1,728,837	$ 1,660,649	$ 5,402
31-60 days	1,362,121	2.13 %	7.0 %	1,501,850	1,453,257	5,191
61-90 days	71,753	2.99 %	23.5 %	93,957	92,901	245
Greater than 180 days	2,973	3.79 %	23.7 %	4,039	3,690	3
Total / Weighted Average	$ 2,987,355	2.25 %	8.5 %	$ 3,328,683	$ 3,210,497	$ 10,841

The following table presents a summary of financial information regarding the Company's repurchase agreements and corresponding residential mortgage loans pledged as collateral as of March 31, 2020 ($ in thousands):

	Repurchase Agreements				Residential Mortgage Loans Pledged		
	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Haircut	Fair Value Pledged	Amortized Cost	Accrued Interest
Total / Weighted Average	$ 129,194	2.63 %	2.99 %	7.0 %	$ 140,633	$ 157,678	$ 754

The following table presents a summary of financial information regarding the Company's repurchase agreements and corresponding residential mortgage loans pledged as collateral as of December 31, 2019 ($ in thousands):

	Repurchase Agreements				Residential Mortgage Loans Pledged		
Repurchase Agreements Maturing Within:	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Haircut	Fair Value Pledged	Amortized Cost	Accrued Interest
31-60 days	$ 24,584	3.14 %	3.14 %	33.7 %	$ 37,546	$ 25,192	$ 377
Greater than 180 days	107,010	3.61 %	3.80 %	19.3 %	133,678	135,409	443
Total / Weighted Average	$ 131,594	3.53 %	3.68 %	22.0 %	$ 171,224	$ 160,601	$ 820

The following table presents a summary of financial information regarding the Company's repurchase agreements and corresponding commercial loans pledged as collateral as of March 31, 2020 ($ in thousands):

	Repurchase Agreements				Commercial Loans Pledged		
	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Haircut	Fair Value Pledged	Amortized Cost	Accrued Interest
Total / Weighted Average	$ 3,370	3.76 %	5.13 %	9.4 %	$ 3,720	$ 5,220	$ 28

The following table presents a summary of financial information regarding the Company's repurchase agreements and corresponding commercial loans pledged as collateral as of December 31, 2019 ($ in thousands):

	Repurchase Agreements				Commercial Loans Pledged		
Repurchase Agreements Maturing Within:	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Haircut	Fair Value Pledged	Amortized Cost	Accrued Interest
Greater than 180 days	$ 3,017	4.46 %	5.89 %	35.4 %	$ 4,674	$ 4,674	$ 26

Although repurchase agreements are committed borrowings until maturity, the lender retains the right to mark the underlying collateral to fair value. A reduction in the value of pledged assets resulting from changes in market conditions or factor changes would require the Company to provide additional collateral or cash to fund margin calls. See Note 8 for details on collateral posted/received against certain derivatives. The following table presents information with respect to the Company's posting of collateral under repurchase agreements on March 31, 2020 and December 31, 2019, broken out by investment type (in thousands):

	March 31, 2020	December 31, 2019
Fair Value of investments pledged as collateral under repurchase agreements		
Agency RMBS	$ 23,132	$ 2,231,933
Non-Agency RMBS	165,605	682,828
CMBS	126,042	413,922
Residential Mortgage Loans	140,633	171,224
Commercial Loans	3,720	4,674
Cash pledged (i.e., restricted cash) under repurchase agreements	33,468	11,565
Fair Value of unsettled trades pledged as collateral under repurchase agreements	12,658	—
Total collateral pledged under repurchase agreements	$ 505,258	$ 3,516,146

The following table presents the fair value of collateral posted to us under repurchase agreements by lenders (in thousands):

	March 31, 2020	December 31, 2019
Fair Value of investments posted to us under repurchase agreements:		
U.S. Treasury Securities	$ —	$ 1,083
Total collateral posted to us under repurchase agreements	$ —	$ 1,083

The following table presents information with respect to the Company's total borrowings under repurchase agreements on March 31, 2020 and December 31, 2019, broken out by investment type (in thousands):

	March 31, 2020	December 31, 2019
Repurchase agreements secured by investments:		
Agency RMBS	$ 21,522	$ 2,109,278
Non-Agency RMBS	160,791	565,450
CMBS	130,009	312,627
Residential Mortgage Loans	129,194	131,594
Commercial Loans	3,370	3,017
Gross Liability for repurchase agreements	$ 444,886	$ 3,121,966

The following table presents both gross information and net information about repurchase agreements eligible for offset in the consolidated balance sheets as of March 31, 2020 and December 31, 2019 (in thousands):

				Gross Amounts Not Offset in the Consolidated Balance Sheets		
As of	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Liabilities Presented in the Consolidated Balance Sheets	Financial Instruments Posted	Cash Collateral Posted	Net Amount
March 31, 2020	$ 444,886	$ —	$ 444,886	$ 444,886	$ —	$ —
December 31, 2019	3,121,966	—	3,121,966	3,121,966	—	—

Revolving facilities

The following table presents information regarding the Company's revolving facilities, excluding facilities within investments in debt and equity of affiliates, as of March 31, 2020 and December 31, 2019 ($ in thousands).

			March 31, 2020					December 31, 2019			
Facility (1)(2)(3)	Investment	Maturity Date	Rate	Funding Cost	Balance	Net Carrying Value of Assets Pledged as Collateral	Maximum Aggregate Borrowing Capacity	Rate	Funding Cost	Balance	Net Carrying Value of Assets Pledged as Collateral
Revolving facility B	Residential mortgage loans	June 28, 2021	3.61 %	3.61 %	$ 20,627	$ 26,607	$ 110,000	3.80 %	3.80 %	$ 21,546	$ 27,476
Revolving facility C	Commercial loans	August 10, 2023	2.80 %	3.05 %	94,007	130,513	100,000	3.85 %	4.01 %	89,956	132,856
Revolving facility G	Residential mortgage loans	January 26, 2021	3.16 %	3.26 %	410,337	396,365	440,000	—	—	—	—
Total revolving facilities					$ 524,971	$ 553,485	$ 650,000			$ 111,502	$ 160,332

(1) All revolving facilities listed above are interest only until maturity.
(2) Under the terms of the Company's financing agreements, the Company's financial counterparties may, in certain cases, sell or re-hypothecate the pledged collateral.
(3) Increasing the Company's borrowing capacity under this facility requires consent of the lender.

In June 2018, AG MIT WFB1 2014 LLC ("AG MIT WFB1"), a subsidiary of the Company, entered into Amendments Seven and Eight of the Master Repurchase Agreement and Securities Contract (as amended, the "WFB1 Repurchase Agreement" or "Revolving facility B") with Wells Fargo to finance the ownership and acquisition of certain pools of residential mortgage loans. In July 2019, AG MIT WFB1 entered into the Third Amended and Restated Fee and Pricing Letter, which provides for a funding period ending June 26, 2020 and a facility termination date of June 28, 2021. Subsequent to quarter end, Revolving facility B was paid off.

In August 2018, AG MIT CREL II, LLC, a subsidiary of the Company, entered into a Master Repurchase Agreement with JP Morgan (the "JPM Repurchase Agreement" or "Revolving facility C") to finance certain commercial loans. The JPM Repurchase Agreement contains representations, warranties, covenants, including financial covenants, events of default and indemnities that are customary for agreements of this type.

In January 2020, GCAT 2020-23A, LLC and GCAT 2020-23B, LLC, both subsidiaries of the Company, entered into a Master Repurchase Agreement with Bank of America (the "BofA Repurchase Agreement" or "Revolving facility G") to finance certain residential loans. As a result of the previously discussed Loan Sale, which settled on May 28, 2020, Revolving facility G was paid off.

Financing arrangements

The Company continues to take steps to manage and de-lever its portfolio. Through asset sales and related repurchase financing paydowns and pay-offs, the Company has reduced its exposure to various counterparties, bringing the total number of counterparties with debt outstanding down from 30 as of December 31, 2019 to 18 as of March 31, 2020. Subsequent to quarter end, the Company further reduced its total number of financing counterparties to 5.

At March 31, 2020, the Company did not have equity exposure to any single counterparty in an amount in excess of 5% of stockholders' equity, excluding stockholders' equity at risk under financing through affiliated entities.

The following table presents information at December 31, 2019 with respect to each counterparty that provides the Company with financing for which the Company had greater than 5% of its stockholders' equity at risk, excluding stockholders' equity at risk under financing through affiliated entities ($ in thousands).

Counterparty	Stockholders' Equity at Risk	Weighted Average Maturity (days)	Percentage of Stockholders' Equity
Barclays Capital Inc	$ 77,334	277	9.1 %
Citigroup Global Markets Inc.	50,263	22	5.9 %

The Company's financing arrangements generally include customary representations, warranties, and covenants, but may also contain more restrictive supplemental terms and conditions. Although specific to each financing arrangement, typical supplemental terms include requirements of minimum equity, leverage ratios, performance triggers or other financial ratios.

8. Other assets and liabilities

The following table details certain information related to the Company's "Other assets" and "Other liabilities" line items on its consolidated balance sheet as of March 31, 2020 and December 31, 2019 (in thousands):

	March 31, 2020	December 31, 2019
Other assets		
Interest receivable	$ 5,622	$ 13,548
Receivable on unsettled trades - $12,658 and $0 pledged as collateral, respectively	12,007	—
Derivative assets, at fair value	2,745	2,282
Other assets	4,539	4,378
Due from broker	2,180	1,697
Total Other assets	$ 27,093	$ 21,905
Other liabilities		
Interest payable	$ 3,484	$ 10,941
Derivative liabilities, at fair value	2,348	411
Due to affiliates	6,673	5,226
Accrued expenses	3,267	6,175
Deficiencies payable (1)	16,425	—
Taxes payable	—	815
Due to broker	69	1,107
Total Other liabilities	$ 32,266	$ 24,675

(1) Refer to Note 13 for more information.

Derivative assets and liabilities

The Company’s derivatives may include interest rate swaps ("swaps"), TBAs, and swaption contracts. They may also include Eurodollar Futures, U.S. Treasury Futures, British Pound Futures, and Euro Futures (collectively, "Futures"). Derivatives have not been designated as hedging instruments. The Company uses these derivatives and may also utilize other instruments to manage interest rate risk, including long and short positions in U.S. Treasury securities. The Company uses foreign currency forward contracts to manage foreign currency risk and to protect the value or to fix the amount of certain investments or cash flows in terms of U.S. dollars.

The Company may exchange cash "variation margin" with the counterparties to its derivative instruments on a daily basis based upon changes in the fair value of such derivative instruments as measured by the Chicago Mercantile Exchange ("CME") and the London Clearing House ("LCH"), the central clearinghouses ("CCPs") through which those derivatives are cleared. In addition, the CCPs require market participants to deposit and maintain an "initial margin" amount which is determined by the CCPs and is generally intended to be set at a level sufficient to protect the CCPs from the maximum estimated single-day price movement in that market participant’s contracts.

Receivables recognized for the right to reclaim cash initial margin posted in respect of derivative instruments are included in the "Restricted cash" line item in the consolidated balance sheets. The daily exchange of variation margin associated with a CCP instrument is legally characterized as the daily settlement of the derivative instrument itself. Accordingly, the Company accounts for the daily receipt or payment of variation margin associated with its centrally cleared derivative instruments as a direct reduction to the carrying value of the derivative asset or liability, respectively. The carrying amount of centrally cleared derivative instruments reflected in the Company’s consolidated balance sheets approximates the unsettled fair value of such instruments. As variation margin is exchanged on a one-day lag, the unsettled fair value of such instruments represents the change in fair value that occurred on the last day of the reporting period. Non-exchange traded derivatives were not affected by these legal interpretations and continue to be reported at fair value including accrued interest.

On March 23, 2020, in an effort to prudently manage its portfolio through unprecedented market volatility resulting from the COVID-19 pandemic and preserve long-term stockholder value, the Company sold its 30 Year Fixed Rate Agency securities, its most interest rate sensitive assets.

The following table presents the fair value of the Company's derivatives and other instruments and their balance sheet location at March 31, 2020 and December 31, 2019 (in thousands).

Derivatives and Other Instruments (1)	Designation	Balance Sheet Location	March 31, 2020	December 31, 2019
Pay Fix/Receive Float Interest Rate Swap Agreements (2)	Non-Hedge	Other assets	$ —	$ 199
Pay Fix/Receive Float Interest Rate Swap Agreements (2)	Non-Hedge	Other liabilities	—	(411)
Payer Swaptions	Non-Hedge	Other assets	5	2,083
TBAs	Non-Hedge	Other assets	2,740	—
TBAs	Non-Hedge	Other liabilities	(2,348)	—

(1) As of March 31, 2020, the Company applied a fair value reduction of $28.1 thousand and $0.2 million to its Euro Futures assets and British Pounds Futures liabilities, respectively, related to variation margin. As of December 31, 2019, the Company applied a fair value reduction of $19.7 thousand and $0.1 million to its Euro Futures liabilities and British Pound Futures liabilities, respectively, related to variation margin.
(2) The Company did not hold any interest rate swap assets or liabilities as of March 31, 2020. As of December 31, 2019, the Company applied a reduction in fair value of $10.8 million and $2.2 million to its interest rate swap assets and liabilities, respectively, related to variation margin.

The following table summarizes information related to derivatives and other instruments (in thousands):

Notional amount of non-hedge derivatives and other instruments:	Notional Currency	March 31, 2020	December 31, 2019
Pay Fix/Receive Float Interest Rate Swap Agreements	USD	$ —	$ 1,848,750
Payer Swaptions	USD	350,000	650,000
Short positions on British Pound Futures (1)	GBP	7,563	6,563
Short positions on Euro Futures (2)	EUR	1,625	1,500

(1) Each British Pound Future contract embodies £62,500 of notional value.
(2) Each Euro Future contract embodies €125,000 of notional value.

The following table summarizes gains/(losses) related to derivatives and other instruments (in thousands):

	Three Months Ended	
	March 31, 2020	March 31, 2019
Included within Unrealized gain/(loss) on derivative and other instruments, net		
Interest Rate Swaps	$ (11,588)	$ (10,662)
Eurodollar Futures	—	1,034
Swaptions	(692)	(518)
U.S. Treasury Futures	—	(145)
British Pound Futures	(53)	—
Euro Futures	48	—
TBAs	392	893
U.S. Treasuries	—	82
	(11,893)	(9,316)
Included within Net realized gain/(loss)		
Interest Rate Swaps	(65,368)	(17,542)
Eurodollar Futures	—	(1,240)
Swaptions	(1,386)	(634)
U.S. Treasury Futures	—	69
British Pound Futures	664	—
Euro Futures	2	—
TBAs	4,218	(356)
U.S. Treasuries	—	(73)
	(61,870)	(19,776)
Total income/(loss)	$ (73,763)	$ (29,092)

The following table presents both gross information and net information about derivative and other instruments eligible for offset in the consolidated balance sheets as of March 31, 2020 (in thousands):

				Gross Amounts Not Offset in the Consolidated Balance Sheet		
Description (1)	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Assets (Liabilities) Presented in the Consolidated Balance Sheets	Financial Instruments (Posted)/Received	Cash Collateral (Posted)/Received	Net Amount
Derivative Assets						
Interest Rate Swaptions	$ 5	$ —	$ 5	$ —	$ —	$ 5
TBAs	2,740	—	2,740	—	—	2,740
Total Derivative Assets	$ 2,745	$ —	$ 2,745	$ —	$ —	$ 2,745
Derivative Liabilities						
TBAs	$ (2,348)	$ —	$ (2,348)	$ —	$ (2,348)	$ —
Total Derivative Liabilities	$ (2,348)	$ —	$ (2,348)	$ —	$ (2,348)	$ —

(1) As of March 31, 2020, the Company applied a fair value reduction $28.1 thousand and $0.2 million to its Euro Futures assets and British Pounds Futures liabilities, respectively, related to variation margin.

The following table presents both gross information and net information about derivative instruments eligible for offset in the consolidated balance sheets as of December 31, 2019 (in thousands):

Description (1)	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Assets (Liabilities) Presented in the Consolidated Balance Sheets	Gross Amounts Not Offset in the Consolidated Balance Sheet		Net Amount
				Financial Instruments (Posted)/Received	Cash Collateral (Posted)/Received	
Derivative Assets (2)						
Interest Rate Swaps	$ 1,980	$ —	$ 1,980	$ —	$ 1	$ 1,979
Interest Rate Swaptions	2,083	—	2,083	—	—	2,083
Total Derivative Assets	$ 4,063	$ —	$ 4,063	$ —	$ 1	$ 4,062
Derivative Liabilities (3)						
Interest Rate Swaps	$ 977	$ —	$ 977	$ —	$ 1	$ 976
Total Derivative Liabilities	$ 977	$ —	$ 977	$ —	$ 1	$ 976

(1) The Company applied a reduction in fair value of $10.8 million and $2.2 million to its interest rate swap assets and liabilities, respectively, related to variation margin. The Company applied a reduction in fair value of $19.7 thousand and $0.1 million to its Euro Futures liabilities and British Pound Futures liabilities, respectively, related to variation margin.
(2) Included in Other assets on the consolidated balance sheet is $4.1 million less accrued interest of $(1.8) million for a total of $2.3 million.
(3) Included in Other liabilities on the consolidated balance sheet is $1.0 million less accrued interest of $(1.4) million for a total of $(0.4) million.

The Company must post cash or securities as collateral on its derivative instruments when their fair value declines. This typically occurs when prevailing market rates change adversely, with the severity of the change also dependent on the term of the derivatives involved. The posting of collateral is generally bilateral, meaning that if the fair value of the Company's derivatives increases, its counterparty will post collateral to it. As of March 31, 2020, the Company pledged no real estate securities and cash of $0.3 million as collateral against certain derivatives. Of the $0.3 million of cash pledged as collateral against certain derivatives, $(0.1) million represents amounts related to variation margin. The Company's counterparties posted a de minimis amount of cash as collateral against certain derivatives. As of December 31, 2019, the Company pledged real estate securities with a fair value of $3.0 million and cash of $32.1 million as collateral against certain derivatives. Of the $32.1 million of cash pledged as collateral against certain derivatives, $8.5 million represents amounts related to variation margin. The Company's counterparties posted a de minimis amount of cash as collateral against certain derivatives.

Interest rate swaps

To help mitigate exposure to increases in interest rates, the Company may use currently-paying and forward-starting, one- or three-month LIBOR-indexed, pay-fixed, receive-variable, interest rate swap agreements. This arrangement hedges the Company's exposure to higher interest rates because the variable-rate payments received on the swap agreements largely offset additional interest accruing on the related borrowings due to the higher interest rate, leaving the fixed-rate payments to be paid on the swap agreements as the Company's effective borrowing rate, subject to certain adjustments including changes in spreads between variable rates on the swap agreements and actual borrowing rates.

During the quarter ended March 31, 2020, the Company sold its interest rate sensitive assets. As a result, the Company did not hold any interest rate swap positions as of March 31, 2020.

As of December 31, 2019, the Company's interest rate swap positions consisted of pay-fixed interest rate swaps. The following table presents information about the Company's interest rate swaps as of December 31, 2019 ($ in thousands):

Maturity	Notional Amount	Weighted Average Pay-Fixed Rate	Weighted Average Receive-Variable Rate	Weighted Average Years to Maturity
2020	$ 105,000	1.54 %	1.91 %	0.20
2022	743,000	1.64 %	1.91 %	2.68
2023	5,750	3.19 %	1.91 %	3.85
2024	650,000	1.52 %	1.90 %	4.80
2026	180,000	1.50 %	1.89 %	6.70
2029	165,000	1.77 %	1.94 %	9.85
Total/Wtd Avg	$ 1,848,750	1.60 %	1.91 %	4.32

TBAs

As discussed in Note 2, the Company has entered into TBAs. The following table presents information about the Company's TBAs for the three months ended March 31, 2020 and March 31, 2019 (in thousands):

		Beginning Notional Amount	Buys or Covers	Sales or Shorts	Ending Net Notional Amount	Net Fair Value as of Period End	Net Receivable/(Payable) from/to Broker	Derivative Asset	Derivative Liability
March 31, 2020	TBAs - Long	$ —	$ 728,000	$ (728,000)	$ —	$ —	$ 392	$ 2,740	$ (2,348)
March 31, 2019	TBAs - Long	$ —	$ 657,000	$ (532,000)	$ 125,000	$ 126,680	$ (125,713)	$ 1,922	$ (1,025)
	TBAs - Short	$ —	$ 185,000	$ (185,000)	$ —	$ —	$ —	$ —	$ —

9. Earnings per share

Basic earnings per share ("EPS") is calculated by dividing net income/(loss) available to common stockholders for the period by the weighted average shares of the Company's common stock outstanding for that period that participate in the Company's common dividends. Diluted EPS takes into account the effect of dilutive instruments, such as stock options, warrants, unvested restricted stock and unvested restricted stock units but uses the average share price for the period in determining the number of incremental shares that are to be added to the weighted average number of shares outstanding.

As of March 31, 2020 and March 31, 2019, the Company's unvested restricted stock units were as follows:

	March 31, 2020	March 31, 2019
Unvested restricted stock units previously granted to the Manager	20,009	40,007

Restricted stock units granted to the manager do not entitle the participant the rights of a shareholder of the Company's common stock, such as dividend and voting rights, until shares are issued in settlement of the vested units. The restricted stock units are not considered to be participating shares. The dilutive effects of the restricted stock units are only included in diluted weighted average common shares outstanding.

The following table presents a reconciliation of the earnings and shares used in calculating basic and diluted EPS for the three months ended March 31, 2020 and March 31, 2019 (in thousands, except per share data):

	Three Months Ended	
	March 31, 2020	**March 31, 2019**
Numerator:		
Net Income/(Loss) from Continuing Operations	$ (485,017)	$ 30,189
Dividends on preferred stock	5,667	3,367
Net income/(loss) from continuing operations available to common stockholders	$ (490,684)	$ 26,822
Net Income/(Loss) from Discontinued Operations	—	(1,034)
Net income/(loss) available to common stockholders	$ (490,684)	$ 25,788
Denominator:		
Basic weighted average common shares outstanding	32,749	30,551
Dilutive effect of restricted stock units (1)	—	30
Diluted weighted average common shares outstanding	32,749	30,581
Earnings/(Loss) Per Share - Basic		
Continuing Operations	$ (14.98)	$ 0.87
Discontinued Operations	—	(0.03)
Total Earnings/(Loss) Per Share of Common Stock	$ (14.98)	$ 0.84
Earnings/(Loss) Per Share - Diluted		
Continuing Operations	$ (14.98)	$ 0.87
Discontinued Operations	—	(0.03)
Total Earnings/(Loss) Per Share of Common Stock	$ (14.98)	$ 0.84

(1) Manager restricted stock units of 17.6 thousand were excluded from the computation of diluted earnings per share because its effect would be anti-dilutive for the three months ended March 31, 2020.

On March 27, 2020, the Company announced that its Board of Directors approved a suspension of the Company's quarterly dividends on its common stock, 8.25% Series A Cumulative Redeemable Preferred Stock, 8.00% Series B Cumulative Redeemable Preferred Stock, and 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock, beginning with the common stock dividend that normally would have been declared in March 2020 and the preferred stock dividend that would have been declared in May 2020, in order to conserve capital and improve its liquidity position during the market volatility due to the COVID-19 pandemic. Based on current circumstances, it is the Company's intention to suspend quarterly dividends on common and preferred stock for the foreseeable future. Refer to Note 12 for more information on the Company's preferred stock.

The following tables detail the Company's common stock dividends during the three months ended March 31, 2019:

2019

Declaration Date	Record Date	Payment Date	Dividend Per Share
3/15/2019	3/29/2019	4/30/2019	$ 0.50

The following tables detail the Company's preferred stock dividends during the three months ended March 31, 2020 and March 31, 2019.

2020

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.25% Series A	2/14/2020	2/28/2020	3/17/2020	$ 0.51563

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.00% Series B	2/14/2020	2/28/2020	3/17/2020	$ 0.50

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.000% Series C	2/14/2020	2/28/2020	3/17/2020	$ 0.50

2019

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.25% Series A	2/15/2019	2/28/2019	3/18/2019	$ 0.51563

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.00% Series B	2/15/2019	2/28/2019	3/18/2019	$ 0.50

10. Income taxes

As a REIT, the Company is not subject to federal income tax to the extent that it makes qualifying distributions to its stockholders, and provided it satisfies on a continuing basis, through actual investment and operating results, the REIT requirements including certain asset, income, distribution and stock ownership tests. Most states follow U.S. federal income tax treatment of REITs.

For the three months ended March 31, 2020 and March 31, 2019, the Company recorded excise tax expense of $(0.8) million and $0.1 million, respectively. The reversal of the previously accrued excise tax expense is a result of losses resulting from market conditions associated with the COVID-19 pandemic. Excise tax represents a four percent tax on the required amount of the Company’s ordinary income and net capital gains not distributed during the year. The expense is calculated in accordance with applicable tax regulations.

The Company files tax returns in several U.S jurisdictions. There are no ongoing U.S. federal, state or local tax examinations related to the Company.

The Company elected to treat certain domestic subsidiaries as TRSs and may elect to treat other subsidiaries as TRSs. In general, a TRS may hold assets and engage in activities that the Company cannot hold or engage in directly, and generally may engage in any real estate or non-real estate-related business.

The Company elected to treat one of its foreign subsidiaries as a TRS and, accordingly, taxable income generated by this TRS may not be subject to local income taxation, but generally will be included in the Company’s income on a current basis as Subpart F income, whether or not distributed.

Cash distributions declared by the Company that do not exceed its current or accumulated earnings and profits will be considered ordinary income to stockholders for income tax purposes unless all or a portion of a distribution is designated by the Company as a capital gain dividend. Distributions in excess of the Company’s current and accumulated earnings and profits will be characterized as return of capital or capital gains.

Based on its analysis of any potential uncertain income tax positions, the Company concluded it did not have any uncertain tax positions that meet the recognition or measurement criteria of ASC 740 as of March 31, 2020 or March 31, 2019. The Company’s federal income tax returns for the last three tax years are open to examination by the Internal Revenue Service. In

the event that the Company incurs income tax related interest and penalties, its policy is to classify them as a component of provision for income taxes.

11. Related party transactions

The Company has entered into a management agreement with the Manager, which provided for an initial term and will be deemed renewed automatically each year for an additional one-year period, subject to certain termination rights. As of March 31, 2020 and December 31, 2019, no event of termination had occurred. The Company is externally managed and advised by the Manager. Pursuant to the terms of the management agreement, which became effective July 6, 2011 (upon the consummation of the Company's initial public offering (the "IPO")), the Manager provides the Company with its management team, including its officers, along with appropriate support personnel. Each of the Company's officers is an employee of Angelo Gordon. The Company does not have any employees. The Manager, pursuant to a delegation agreement dated as of June 29, 2011, has delegated to Angelo Gordon the overall responsibility of its day-to-day duties and obligations arising under the Company's management agreement.

Management fee

The Manager is entitled to a management fee equal to 1.50% per annum, calculated and paid quarterly, of the Company's Stockholders' Equity. For purposes of calculating the management fee, "Stockholders' Equity" means the sum of the net proceeds from any issuances of equity securities (including preferred securities) since inception (allocated on a pro rata daily basis for such issuances during the fiscal quarter of any such issuance, and excluding any future equity issuance to the Manager), plus the Company's retained earnings at the end of such quarter (without taking into account any non-cash equity compensation expense or other non-cash items described below incurred in current or prior periods), less any amount that the Company pays for repurchases of its common stock, excluding any unrealized gains, losses or other non-cash items that have impacted stockholders' equity as reported in the Company's financial statements prepared in accordance with GAAP, regardless of whether such items are included in other comprehensive income or loss, or in net income, and excluding one-time events pursuant to changes in GAAP, and certain other non-cash charges after discussions between the Manager and the Company's independent directors and after approval by a majority of the Company's independent directors. Stockholders' Equity, for purposes of calculating the management fee, could be greater or less than the amount of stockholders' equity shown on the Company's financial statements.

For the three months ended March 31, 2020 and March 31, 2019, the Company incurred management fees of approximately $2.1 million and $2.3 million, respectively.

On April 6, 2020, the Company and the Manager executed an amendment to the management agreement pursuant to which the Manager agreed to defer the Company's payment of the management fee for Q1 2020 through September 30, 2020, or such other time as the Company and the Manager agree.

Termination fee

The termination fee, payable upon the occurrence of (i) the Company's termination of the management agreement without cause or (ii) the Manager's termination of the management agreement upon a breach by the Company of any material term of the management agreement, will be equal to three times the average annual management fee during the 24-month period prior to such termination, calculated as of the end of the most recently completed fiscal quarter. As of March 31, 2020 and December 31, 2019, no event of termination of the management agreement had occurred.

Expense reimbursement

The Company is required to reimburse the Manager or its affiliates for operating expenses which are incurred by the Manager or its affiliates on behalf of the Company, including expenses relating to legal, accounting, due diligence and other services. The Company's reimbursement obligation is not subject to any dollar limitation; however, the reimbursement is subject to an annual budget process which combines guidelines from the Management Agreement with oversight by the Company's Board of Directors.

The Company reimburses the Manager or its affiliates for the Company's allocable share of the compensation, including, without limitation, annual base salary, bonus, any related withholding taxes and employee benefits paid to (i) the Company's chief financial officer based on the percentage of time spent on Company affairs, (ii) the Company's general counsel based on

the percentage of time spent on the Company's affairs, and (iii) other corporate finance, tax, accounting, internal audit, legal, risk management, operations, compliance and other non-investment personnel of the Manager and its affiliates who spend all or a portion of their time managing the Company's affairs based upon the percentage of time devoted by such personnel to the Company's affairs. In their capacities as officers or personnel of the Manager or its affiliates, they devote such portion of their time to the Company's affairs as is necessary to enable the Company to operate its business.

Of the $2.3 million and $3.8 million of Other operating expenses for the three months ended March 31, 2020 and March 31, 2019, respectively, the Company has incurred $2.0 million in both periods representing a reimbursement of expenses.

On April 6, 2020, the Company and the Manager executed an amendment to the management agreement pursuant to which the Manager agreed to defer the Company's payment of the reimbursement of expenses for Q1 2020 through September 30, 2020, or such other time as the Company and the Manager agree.

Subordinated debt

On April 10, 2020, in connection with the first Forbearance Agreement, the Company issued a secured promissory note (the "Note") to the Manager evidencing a $10 million loan made by the Manager to the Company. Additionally, on April 27, 2020, in connection with the second Forbearance Agreement, the Company and the Manager entered into an amendment to the Note to reflect an additional $10 million loan by the Manager to the Company. The $10 million loan made by the Manager on April 10, 2020 is payable on March 31, 2021, and the $10 million loan made on April 27, 2020 is payable on July 27, 2020. The unpaid balance of the Note accrues interest at a rate of 6.0% per annum. Interest on the Note is payable monthly in kind through the addition of such accrued monthly interest to the outstanding principal balance of the Note.

The Manager has agreed to subordinate the obligations of the Company with respect to the Note and liens held by the Manager for the security of the performance of the Company's obligations under the Note to the Company's obligations to the Participating Counterparties and to the secured promissory note payable to RBC further discussed in Note 13.

Restricted stock grants

Pursuant to the Company's Manager Equity Incentive Plan and the Equity Incentive Plan adopted on July 6, 2011, the Company can award up to 277,500 shares of its common stock in the form of restricted stock, stock options, restricted stock units or other types of awards to the directors, officers, advisors, consultants and other personnel of the Company and to the Manager. As of March 31, 2020, 11,456 shares of common stock were available to be awarded under the equity incentive plans. Awards under the equity incentive plans are forfeitable until they become vested. An award will become vested only if the vesting conditions set forth in the applicable award agreement (as determined by the compensation committee) are satisfied. The vesting conditions may include performance of services for a specified period, achievement of performance goals, or a combination of both. The compensation committee also has the authority to provide for accelerated vesting of an award upon the occurrence of certain events in its discretion.

As of March 31, 2020, the Company has granted an aggregate of 105,794 and 40,250 shares of restricted common stock to its independent directors and Manager, respectively, and 120,000 restricted stock units to its Manager under its equity incentive plans. As of March 31, 2020, all the shares of restricted common stock granted to the Company's Manager and independent directors have vested and 99,991 restricted stock units granted to the Company's Manager have vested. The 20,009 restricted stock units that have not vested as of March 31, 2020 were granted to the Manager on July 1, 2017 and represent the right to receive an equivalent number of shares of the Company's common stock to be issued when the units vest on July 1, 2020. The units do not entitle the participant the rights of a holder of the Company's common stock, such as dividend and voting rights, until shares are issued in settlement of the vested units. The vesting of such units is subject to the continuation of the management agreement. If the management agreement terminates, all unvested units then held by the Manager or the Manager's transferee shall be immediately cancelled and forfeited without consideration.

Director compensation

Beginning in 2018, the Company began paying a $160,000 annual base director's fee to each independent director. Base director's fees are paid 50% in cash and 50% in restricted common stock. The number of shares of restricted common stock to be issued each quarter to each independent director is determined based on the average of the high and low prices of the Company's common stock on the New York Stock Exchange on the last trading day of each fiscal quarter. To the extent that any fractional shares would otherwise be issuable and payable to each independent director, a cash payment is made to each

independent director in lieu of any fractional shares. All directors' fees are paid pro rata (and restricted stock grants determined) on a quarterly basis in arrears, and shares issued are fully vested and non-forfeitable. These shares may not be sold or transferred by such director during the time of his service as an independent member of the Company's board. Beginning in 2019, the Company increased the annual fee paid to the lead independent director from $15,000 to $25,000. On March 25, 2020, the Company's Board of Directors decreased from 5 independent directors to 4 independent directors.

Pursuant to the Forbearance Agreement previously discussed, the Company, among other things, agreed to compensate its independent directors solely with common stock for the quarter ended March 31, 2020.

Investments in debt and equity of affiliates

The Company invests in credit sensitive residential and commercial real estate assets through affiliated entities which hold an ownership interest in the assets. The Company is one investor, amongst other investors managed by affiliates of Angelo Gordon, in such entities and has applied the equity method of accounting for such investments. See Note 2 for the gross fair value of the Company's share of these investments as of March 31, 2020 and December 31, 2019.

During Q3 2018, the Company transferred certain of its CMBS from certain of its non-wholly owned subsidiaries to a fully consolidated entity. The Company executed the transfer in order to obtain financing on these real estate securities. As a result, there was a reclassification of these assets from the "Investments in debt and equity of affiliates" line item to the "CMBS" line item on the Company's consolidated balance sheets. In addition, the Company has also shown this reclassification as a non-cash transfer on its consolidated statement of cash flows.

The Company's investment in AG Arc is reflected on the "Investments in debt and equity of affiliates" line item on its consolidated balance sheets. The Company has an approximate 44.6% interest in AG Arc. See Note 2 for the fair value of AG Arc as of March 31, 2020 and December 31, 2019.

In June 2016, Arc Home closed on the acquisition of a Fannie Mae, Freddie Mac, Federal Housing Administration ("FHA"), Veteran's Administration ("VA") and Ginnie Mae seller/servicer of mortgages with licenses to conduct business in 47 states, including Washington D.C. Through this subsidiary, Arc Home originates conforming, Government, Jumbo, Non-QM and other non-conforming residential mortgage loans, retains the mortgage servicing rights associated with the loans it originates, and purchases additional mortgage servicing rights from third-party sellers. Arc Home is led by an external management team.

Arc Home may sell loans to the Company, to third parties, or to affiliates of the Manager. Arc Home may also enter into agreements with third parties or affiliates of the Manager to sell rights to receive the excess servicing spread related to MSRs that it either purchases from third parties or originates. The Company, directly or through its subsidiaries, has entered into agreements with Arc Home to purchase rights to receive the excess servicing spread related to certain of Arc Home's MSRs. As of March 31, 2020 and December 31, 2019, these Excess MSRs had fair value of approximately $14.5 million and $18.2 million, respectively.

On August 29, 2017, the Company, alongside private funds under the management of Angelo Gordon, entered into the MATH LLC Agreement, which requires that MATH fund a capital commitment of $75.0 million to MATT. This commitment was increased by $25.0 million to $100.0 million on March 28, 2019 and by $5.0 million to $105.0 million on August 23, 2019 with amendments to the MATH LLC Agreement. As of March 31, 2020, the Company's share of MATH's total capital commitment to MATT was $46.8 million, of which the Company had funded $44.6 million, and the Company's remaining commitment was $2.2 million (net of any return of capital to the Company). The Company has an approximate 44.6% interest in MATH. Subsequent to quarter end, the financing arrangements within MATT were restructured and the previously mentioned commitment was removed. See Note 15 for additional details.

On May 15, 2019 and November 14, 2019, the Company, alongside private funds under the management of Angelo Gordon and a third party, entered into the LOTS I and LOTS II Agreements, respectively, which requires the Company to fund various commitments to LOTS in connection with the origination of Land Related Financing. As of March 31, 2020, the Company's total capital commitment to LOTS was $45.0 million, of which the Company has funded $22.7 million, and the Company's remaining commitment was $22.3 million.

Transactions with affiliates

In connection with the Company's investments in residential mortgage loans, residential mortgage loans in securitized form which are issued by an entity in which the Company holds an equity interest in and which are held alongside other private funds under the management of Angelo Gordon (the "Re/Non-Performing Loans") and non-QM loans, the Company may engage asset managers to provide advisory, consultation, asset management and other services. Beginning in November 2015, the Company also engaged Red Creek Asset Management LLC ("Asset Manager"), an affiliate of the Manager and direct subsidiary of Angelo Gordon, as the asset manager for certain of its Re/Non-Performing Loans. Beginning in September 2019, the Company engaged the Asset Manager as the asset manager for its non-QM loans. The Company pays the Asset Manager separate arm's-length asset management fees as assessed and confirmed periodically by a third party valuation firm for its Re/Non-Performing Loans and non-QM loans. In the third quarter of 2019, the third party assessment of asset management fees resulted in the Company updating the fee amount for its Re/Non-Performing Loans. The Company also utilized the third party valuation firm to establish the fee level for non-QM loans in the third quarter of 2019. For the three months ended March 31, 2020 and March 31, 2019, the fees paid by the Company to the Asset Manager totaled $0.3 million and $0.1 million, respectively. In connection with the Forbearance Agreement, the Company is deferring all fees paid to the Asset Manager. For the three months ended March 31, 2020, the Company deferred $0.1 million of fees owed to the Asset Manager.

In connection with the Company's investments in Excess MSRs purchased through Arc Home, the Company pays an administrative fee to Arc Home. For the three months ended March 31, 2020 and March 31, 2019, the administrative fees paid by the Company to Arc Home totaled $0.1 million for both periods.

In October 2018, in accordance with the Company's Affiliated Transactions Policy, the Company acquired certain real estate securities and loans from an affiliate of the Manager (the "October 2018 Selling Affiliate"). As of the date of the trade, the real estate securities and loans acquired from the October 2018 Selling Affiliate had a total fair value of $0.5 million. As procuring market bids for the real estate securities and loans was determined to be impracticable in the Manager's reasonable judgment, appropriate pricing was based on a valuation prepared by independent third-party pricing vendors. The third-party pricing vendors allowed the Company to confirm third-party market pricing and best execution.

In March 2019, in accordance with the Company's Affiliated Transactions Policy, the Company executed one trade whereby the Company acquired a real estate security from an affiliate of the Manager (the "March 2019 Selling Affiliate"). As of the date of the trade, the security acquired from the March 2019 Selling Affiliate had a total fair value of $0.9 million. The March 2019 Selling Affiliate sold the real estate security through a BWIC (Bids Wanted in Competition). Prior to the submission of the BWIC by the March 2019 Selling Affiliate, the Company submitted its bid for the real estate security to the March 2019 Selling Affiliate. The pre-submission of the Company's bid allowed the Company to confirm third-party market pricing and best execution.

In June 2019, the Company, alongside private funds under the management of Angelo Gordon, participated, through its unconsolidated ownership interest in MATT, in a rated non-QM loan securitization, in which non-QM loans with a fair value of $408.0 million were securitized. Certain senior tranches in the securitization were sold to third parties with the Company and private funds under the management of Angelo Gordon retaining the subordinate tranches, which had a fair value of $42.9 million as of June 30, 2019. The Company has a 44.6% interest in the retained subordinate tranches.

In July 2019, in accordance with the Company's Affiliated Transactions Policy, the Company acquired certain real estate securities from an affiliate of the Manager (the "July 2019 Selling Affiliate"). As of the date of the trade, the real estate securities acquired from the July 2019 Selling Affiliate had a total fair value of $2.0 million. As procuring market bids for the real estate securities was determined to be impracticable in the Manager's reasonable judgment, appropriate pricing was based on a valuation prepared by independent third-party pricing vendors. The third-party pricing vendors allowed the Company to confirm third-party market pricing and best execution.

In September 2019, the Company, alongside private funds under the management of Angelo Gordon, participated, through its unconsolidated ownership interest in MATT, in a rated non-QM loan securitization, in which non-QM loans with a fair market value of $415.1 million were securitized. Certain senior tranches in the securitization were sold to third parties with the Company and private funds under the management of Angelo Gordon retaining the subordinate tranches, which had a fair market value of $28.7 million as of September 30, 2019. The Company has a 44.6% interest in the retained subordinate tranches.

In October 2019, in accordance with the Company's Affiliated Transactions Policy, the Company acquired certain real estate securities from an affiliate of the Manager (the "October 2019 Selling Affiliate"). As of the date of the trade, the real estate securities acquired from the October 2019 Selling Affiliate had a total fair value of $2.2 million. The October 2019 Selling Affiliate sold the real estate securities through a BWIC. Prior to the submission of the BWIC by the October 2019 Selling Affiliate, the Company submitted its bid for real estate securities to the October 2019 Selling Affiliate. The Company's pre-submission of its bid allowed the Company to confirm third-party market pricing and best execution.

In November 2019, the Company, alongside private funds under the management of Angelo Gordon, participated through its unconsolidated ownership interest in MATT in a rated non-QM loan securitization, in which non-QM loans with a fair value of $322.1 million were securitized. Certain senior tranches in the securitization were sold to third parties with the Company and private funds under the management of Angelo Gordon retaining the subordinate tranches, which had a fair value of $21.4 million as of December 31, 2019. The Company has a 44.6% interest in the retained subordinate tranches.

In February 2020, the Company, alongside private funds under the management of Angelo Gordon, participated through its unconsolidated ownership interest in MATT in a rated non-QM loan securitization, in which non-QM loans with a fair value of $348.2 million were securitized. Certain senior tranches in the securitization were sold to third parties with the Company and private funds under the management of Angelo Gordon retaining the subordinate tranches, which had a fair value of $26.6 million as of March 31, 2020. The Company has a 44.6% interest in the retained subordinate tranches.

12. Equity

On May 2, 2018, the Company filed a shelf registration statement registering up to $750.0 million of its securities, including capital stock (the "2018 Registration Statement"). As of March 31, 2020, $591.2 million of the Company's securities, including capital stock, was available for issuance under the 2018 Registration Statement. The 2018 Registration Statement became effective on May 18, 2018 and will expire on May 18, 2021.

Concurrently with the IPO in 2011, the Company completed a private placement of 3,205,000 units at $20.00 per share to a limited number of investors qualifying as "accredited investors" under Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended (the "Securities Act"). Each unit consisted of one share of common stock ("private placement share") and a warrant ("private placement warrant") to purchase 0.50 of a share of common stock. Each private placement warrant had an exercise price of $20.50 per share (as adjusted for reorganizations, reclassifications, consolidations, mergers, sales, transfers or other dispositions) and expired on July 6, 2018. No warrants were exercised in 2018 through the expiration date on July 6, 2018.

The Company's Series A and Series B Preferred Stock have no stated maturity and are not subject to any sinking fund or mandatory redemption. Under certain circumstances upon a change of control, the Company's Series A and Series B Preferred Stock are convertible to shares of the Company's common stock. Holders of the Company's Series A and Series B Preferred Stock have no voting rights, except under limited conditions, and holders are entitled to receive cumulative cash dividends at a rate of 8.25% and 8.00% per annum on the Series A and Series B Preferred Stock, respectively, of the $25.00 per share liquidation preference before holders of the common stock are entitled to receive any dividends. Shares of the Company's Series A and Series B Preferred Stock are currently redeemable at $25.00 per share plus accumulated and unpaid dividends (whether or not declared) exclusively at the Company's option. Dividends are payable quarterly in arrears on the 17th day of each March, June, September and December. The Company's Series A and Series B Preferred Stock generally do not have any voting rights, subject to an exception in the event the Company fails to pay dividends on such stock for six or more quarterly periods (whether or not consecutive). Under such circumstances, holders of the Company's Series A and Series B Preferred Stock voting together as a single class with the holders of all other classes or series of our preferred stock upon which like voting rights have been conferred and are exercisable and which are entitled to vote as a class with the Company's Series A and Series B Preferred Stock will be entitled to vote to elect two additional directors to the Company's Board of Directors until all unpaid dividends have been paid or declared and set apart for payment. In addition, certain material and adverse changes to the terms of any series of the Company's Series A and Series B Preferred Stock cannot be made without the affirmative vote of holders of at least two-thirds of the outstanding shares of the series of the Company's Series A and Series B Preferred Stock whose terms are being changed. As of March 31, 2020, the Company had declared all required quarterly dividends on the Company's Series A and Series B Preferred Stock.

On March 27, 2020, the Company announced that its Board of Directors approved a suspension of the Company's quarterly dividends on its 8.25% Series A Cumulative Redeemable Preferred Stock and 8.00% Series B Cumulative Redeemable Preferred Stock, beginning with the preferred dividend that would have been declared in May 2020, in order to conserve capital

and improve its liquidity position during the market volatility due to the COVID-19 pandemic. Based on current circumstances, it is the Company's intention to suspend quarterly dividends on common and preferred stock for the foreseeable future.

On November 3, 2015, the Company's Board of Directors authorized a stock repurchase program ("Repurchase Program") to repurchase up to $25.0 million of the Company's outstanding common stock. Such authorization does not have an expiration date. As part of the Repurchase Program, shares may be purchased in open market transactions, including through block purchases, through privately negotiated transactions, or pursuant to any trading plan that may be adopted in accordance with Rule 10b5-1 of the Exchange Act. Open market repurchases will be made in accordance with Exchange Act Rule 10b-18, which sets certain restrictions on the method, timing, price and volume of open market stock repurchases. Subject to applicable securities laws, the timing, manner, price and amount of any repurchases of common stock under the Repurchase Program may be determined by the Company in its discretion, using available cash resources. Shares of common stock repurchased by the Company under the Repurchase Program, if any, will be cancelled and, until reissued by the Company, will be deemed to be authorized but unissued shares of its common stock as required by Maryland law. The Repurchase Program may be suspended or discontinued by the Company at any time and without prior notice and the authorization does not obligate the Company to acquire any particular amount of common stock. The cost of the acquisition by the Company of shares of its own stock in excess of the aggregate par value of the shares first reduces additional paid-in capital, to the extent available, with any residual cost applied against retained earnings. No shares were repurchased under the Repurchase Program during the three months ended March 31, 2020 and March 31, 2019, and approximately $14.6 million of common stock remained authorized for future share repurchases under the Repurchase Program.

On May 5, 2017, the Company entered into an equity distribution agreement with each of Credit Suisse Securities (USA) LLC and JMP Securities LLC (collectively, the "Sales Agents"), which the Company refers to as the "Equity Distribution Agreements," pursuant to which the Company may sell up to $100.0 million aggregate offering price of shares of its common stock from time to time through the Sales Agents under the Securities Act of 1933. The Equity Distribution Agreements were amended on May 22, 2018 in conjunction with the filing of the Company's 2018 Registration Statement. For the three months ended March 31, 2020, the Company did not sell any shares of common stock under the Equity Distribution Agreements. For the three months ended March 31, 2019, the Company sold 503.7 thousand shares of common stock under the Equity Distribution Agreements for net proceeds of approximately $8.6 million. As of March 31, 2020 the Company has sold approximately 1.5 million shares of common stock under the Equity Distribution Agreements for net proceeds of approximately $26.6 million.

On February 14, 2019, the Company completed a public offering of 3,000,000 shares of its common stock and subsequently issued an additional 450,000 shares pursuant to the underwriters' exercise of their over-allotment option at a price of $16.70 per share. Net proceeds to the Company from the offering were approximately $57.4 million, after deducting estimated offering expenses.

On September 17, 2019, the Company completed a public offering of 4,000,000 shares of 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock (the "Series C Preferred Stock") and subsequently issued 600,000 shares of Series C Preferred Stock pursuant to the underwriters' exercise of their over-allotment option with a liquidation preference of $25.00 per share. The Company received total gross proceeds of $115.0 million and net proceeds of approximately $111.2 million, net of underwriting discounts, commissions and expenses. The Series C Preferred Stock has no stated maturity and is not subject to any sinking fund or mandatory redemption. Under certain circumstances upon a change of control, the Series C Preferred Stock is convertible to shares of our common stock. Holders of Series C Preferred Stock have no voting rights, except under limited conditions, and holders are entitled to receive cumulative cash dividends before holders of our common stock are entitled to receive any dividends. The initial dividend rate for the Series C Preferred Stock, from and including the date of original issue to, but not including, September 17, 2024, will be equal to 8.000% per annum of the $25.00 per share liquidation preference. On and after September 17, 2024, dividends on the Series C Preferred Stock will accumulate at a percentage of the $25.00 liquidation preference equal to an annual floating rate of the three-month LIBOR plus a spread of 6.476% per annum. Shares of the Company's Series C Preferred Stock are redeemable at $25.00 per share plus accumulated and unpaid dividends (whether or not declared) exclusively at the Company's option commencing on September 17, 2024, or earlier under certain circumstances intended to preserve our qualification as a REIT for Federal income tax purposes. Dividends are payable quarterly in arrears on the 17th day of each March, June, September and December. The Series C Preferred Stock generally do not have any voting rights, subject to an exception in the event the Company fails to pay dividends on such stock for six or more quarterly periods (whether or not consecutive). Under such circumstances, holders of the Series C Preferred Stock voting together as a single class with the holders of all other classes or series of our preferred stock upon which like voting rights have been conferred and are exercisable and which are entitled to vote as a class with the Series C Preferred Stock will be entitled to vote to elect two additional directors to the Company's Board of Directors until all unpaid dividends have been paid or declared and set apart for payment. In addition, certain material and adverse changes to the terms of any series of the Series C Preferred

Stock cannot be made without the affirmative vote of holders of at least two-thirds of the outstanding shares of the series of the Series C Preferred Stock whose terms are being changed. As of March 31, 2020, the Company had declared all required quarterly dividends on the Company's Series C Preferred Stock. On March 27, 2020, the Company announced that its Board of Directors approved a suspension of the Company's quarterly dividends on its Series C Preferred Stock, beginning with the preferred dividend that would have been declared in May 2020, in order to conserve capital and improve its liquidity position during the market volatility due to the COVID-19 pandemic. Based on current circumstances, it is the Company's intention to suspend quarterly dividends on common and preferred stock for the foreseeable future.

13. Commitments and Contingencies

From time to time, the Company may become involved in various claims and legal actions arising in the ordinary course of business. As of March 31, 2020, other than as set forth below, the Company was not involved in any material legal proceedings.

On March 25, 2020, certain of the Company's subsidiaries filed a suit in federal district court in New York seeking to enjoin Royal Bank of Canada and one of its affiliates ("RBC") from selling certain assets that the Company had on repo with RBC and seeking damages (*AG MIT CMO et al. v. RBC (Barbados) Trading Corp. et al., 20-cv-2547, U.S. District Court, Southern District of New York*. On March 31, 2020, the Company withdrew, as moot, its request for injunctive relief in the complaint based on the court's ruling on March 25, 2020 relating to the sale at issue. As previously disclosed in a Form 8-K filed with the SEC on June 2, 2020, the Company entered into a settlement agreement with RBC on May 28, 2020, pursuant to which the Company and RBC mutually released each other from further claims related to the repurchase agreements at issue. As part of the settlement, the Company paid RBC $5.0 million in cash and issued to RBC a secured promissory note in the principal amount of $2.0 million. As of March 31, 2020, the Company had determined that a material loss was probable and a loss contingency of $7.0 million was established as of that date. The Company has recognized this liability in the "Net realized gain/(loss)" line item on the consolidated statement of operations. Subsequent to quarter end, the Company repaid the secured promissory note due to RBC in full.

As of March 31, 2020, the Company has also recorded a loss of $9.4 million related to deficiencies asserted by another counterparty that has been settled as of the date of issuance of these financial statements. The Company has recognized this liability in the "Net realized gain/(loss)" line item on the consolidated statement of operations.

The Company also has certain disputes with counterparties that remain unsettled as of the date of issuance of these financial statements. As of March 31, 2020, the Company determined that additional liabilities related to financing counterparty seizures were probable of being asserted; however, as of March 31, 2020, the amount could not be reasonably estimated.

The below table details the Company's outstanding commitments as of March 31, 2020 (in thousands):

Commitment type	Date of Commitment	Total Commitment	Funded Commitment	Remaining Commitment
MATH (a)(b)	March 29, 2018	$ 46,820	$ 44,590	$ 2,230
Commercial loan G (c)	July 26, 2018	84,515	52,089	32,426
Commercial loan I (c)	January 23, 2019	20,000	14,646	5,354
Commercial loan J (c)	February 11, 2019	30,000	5,220	24,780
Commercial loan K (c)	February 22, 2019	20,000	11,172	8,828
LOTS (a)	Various	44,995	22,655	22,340
Total		$ 246,330	$ 150,372	$ 95,958

(a) Refer to Note 11 "Investments in debt and equity of affiliates" for more information regarding MATH and LOTS.
(b) Subsequent to quarter end, the financing arrangement in this entity was restructured and the Company no longer needs to fund the remaining commitment. See Note 15 for additional details.
(c) The Company entered into commitments on commercial loans relating to construction projects. See Note 4 for further details.

14. Discontinued Operations and Assets and Liabilities Held for Sale

In November 2019, the Company signed a purchase and sale agreement whereby it agreed to sell its portfolio of single-family rental properties to a third party at a price of approximately $137 million as the portfolio was under-performing. The Company recognized a gain of $0.2 million as a result of the transaction. The Company reclassified the operating results of its single-family rental properties segment as discontinued operations and excluded it from continuing operations for all periods presented. As of March 31, 2020 and December 31, 2019, the Company has disposed of substantially all of its single-family rental properties segment.

The Company had no net income/(loss) from discontinued operations for the three months ended March 31, 2020. The table below presents our results of operations for the three months ended March 31, 2019, for the single-family rental properties segment's discontinued operations as reported separately as net income (loss) from discontinued operations, net of tax (in thousands):

	Three Months Ended
	March 31, 2019
Interest expense	$ (1,247)
Other Income/(Loss)	
Rental income	3,397
Net realized gain/(loss)	(27)
Other income	182
Total Other Income/(Loss)	3,552
Expenses	
Other operating expenses	49
Property depreciation and amortization	1,447
Property operating expenses	1,843
Total Expenses	3,339
Net Income/(Loss) from Discontinued Operations	$ (1,034)

The table below presents our statement of net position for the years ended March 31, 2020 and December 31, 2019, respectively, for the single-family rental properties segment's discontinued operations as reported separately as assets and liabilities held for sale on our consolidated balance sheets (in thousands):

	March 31, 2020	December 31, 2019
Assets		
Other assets	$ —	$ 154
Total Assets	—	154
Liabilities		
Other liabilities	666	1,546
Total	$ 666	$ 1,546

15. Subsequent Events

On April 3, 2020, the Company, alongside private funds under the management of Angelo Gordon, restructured its financing arrangements in MATT ("Restructured Financing Arrangement") in the aggregate amount of approximately $202.0 million. The Restructured Financing Arrangement requires that all of the principal and interest on the assets financed by the Restructured Financing Arrangement be used to pay down the principal and interest on such outstanding financing arrangement. The Restructured Financing Arrangement is not a mark-to-market facility and is non-recourse to the Company. The Restructured Financing Arrangement provides for a termination date of October 1, 2021. At the earlier of the termination date of the Restructured Financing Arrangement or the securitization or sale by the Company of the remaining assets financed by the Restructured Financing Arrangement, the financing counterparty will be entitled to 35% of the remaining equity in the assets.

In addition, subsequent to March 31, 2020, the Company took the following actions:

- Entered three consecutive forbearance agreements, pursuant to which the forbearing counterparties agreed not to exercise any of their rights or remedies under their applicable financing arrangement with the Company through June 15, 2020.
- Entered into agreements with each of its financing counterparties to exit forbearance, pursuant to which each financing counterparty agreed to permanently waive all existing and prior events of default under the financing agreements with the Company and reinstate the Company's financing arrangements subject to certain restrictions and covenants described in more detail in Note 2 under the "Financing arrangements" heading.
- Sold real estate securities for proceeds of approximately $232.3 million and residential and commercial loans for proceeds of approximately $416.9 million.
- Further reduced financing arrangement balance from $969.9 million at March 31, 2020 to $242.2 million at May 31, 2020. Financing arrangements exclude securitized debt and subordinated debt.
- Reduced the Company's debt obligations to approximately 450 million, net of approximately $9 million of cash posted as collateral to our financing counterparties. Debt obligations include all financing arrangements, securitized debt and subordinated debt. Of this amount, approximately $240 million are recourse debt obligations, approximately $190 million are non-recourse debt obligations and approximately $20 million are subordinated debt obligations.

For more information on the status of the Company's financing arrangements, forbearance agreements, and reinstatement agreement, refer to Note 2 and Note 7. For more information on asset sales the Company has made subsequent to quarter end, refer to the "Executive summary" section of Item 2 of this report. For more information on outstanding deficiencies, refer to Note 13.

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

In this quarterly report on Form 10-Q, or this "report," we refer to AG Mortgage Investment Trust, Inc. as "we," "us," the "Company," or "our," unless we specifically state otherwise or the context indicates otherwise. We refer to our external manager, AG REIT Management, LLC, as our "Manager," and we refer to the direct parent company of our Manager, Angelo, Gordon & Co., L.P., as "Angelo Gordon."

The following discussion should be read in conjunction with our consolidated financial statements and the accompanying notes to our consolidated financial statements, which are included in Item 1 of this report, as well as the information contained in our Annual Report on Form 10-K for the year ended December 31, 2019.

Forward-Looking Statements

We make forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), in this report that are subject to substantial known and unknown risks and uncertainties. These forward-looking statements include information about possible or assumed future results of our business, financial condition, liquidity, returns, results of operations, plans, yields, objectives, the composition of our portfolio, actions by governmental entities, including the Federal Reserve, and the potential effects of actual and proposed legislation on us, our views on certain macroeconomic trends, and the impact of the novel coronavirus ("COVID-19"). When we use the words "believe," "expect," "anticipate," "estimate," "plan," "continue," "intend," "should," "may" or similar expressions, we intend to identify forward-looking statements.

These forward-looking statements are based upon information presently available to our management and are inherently subjective, uncertain and subject to change. There can be no assurance that actual results will not differ materially from our expectations. Some, but not all, of the factors that might cause such a difference include, without limitation:

- the uncertainty and economic impact of the COVID-19 pandemic and of responsive measures implemented by various governmental authorities, businesses and other third parties;
- changes in our business and investment strategy;
- our ability to predict and control costs;
- changes in interest rates and the fair value of our assets, including negative changes resulting in margin calls relating to the financing of our assets;
- changes in the yield curve;
- changes in prepayment rates on the loans we own or that underlie our investment securities;
- increased rates of default or delinquencies and/or decreased recovery rates on our assets;
- our ability to obtain and maintain financing arrangements on terms favorable to us or at all, particularly in light of the current disruption in the financial markets;
- changes in general economic conditions, in our industry and in the finance and real estate markets, including the impact on the value of our assets;
- conditions in the market for Agency RMBS, Non-Agency RMBS and CMBS securities, Excess MSRs and loans;
- legislative and regulatory actions by the U.S. Department of the Treasury, the Federal Reserve and other agencies and instrumentalities in response to the economic effects of the COVID-19 pandemic
- how COVID-19 may affect us, our operations and personnel;
- the forbearance program included in the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act");
- our ability to make distributions to our stockholders in the future;
- our ability to maintain our qualification as a REIT for federal tax purposes; and
- our ability to maintain our exemption from registration under the Investment Company Act of 1940, as amended.

We caution investors not to rely unduly on any forward-looking statements, which speak only as of the date made, and urge you to carefully consider the risks noted above and identified under the captions "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the year ended December 31, 2019 and any subsequent filings. New risks and uncertainties arise from time to time, and it is impossible for us to predict those events or how they may affect us. Except as required by law, we are not obligated to, and do not intend to, update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. All forward-looking statements that we make, or that are attributable to us, are expressly qualified by this cautionary notice.

Special Note Regarding COVID-19 Pandemic

As a result of the global COVID-19 pandemic and our disposition of assets to preserve liquidity, we incurred large realized losses in the quarter ended March 31, 2020 and a sharp decline in book value. Our Net Loss Available to Common Stockholders during this period was $(490.7) million and our book value per share decreased $(14.98) per share from $17.61 as of December 31, 2019 to $2.63 as of March 31, 2020. We recognized net realized losses of $89.2 million on the sale of real estate securities, loans and related collateral and realized losses of $61.9 million on the termination of the related derivatives.

The Company also recognized a $(313.9) million increase in net unrealized losses for the period comprised of unrealized losses on securities and unrealized losses on loans of $203.4 million and $110.5 million, respectively. These losses were due directly to the disruptions of the financial markets caused by the COVID-19 pandemic and the Company's responses thereto, including $2.4 billion in asset sales and a significant decrease in asset valuations in March. Included in unrealized losses on both securities and loans are net unrealized gain reversals due to sales during the first quarter of 2020 totaling $105.4 million. The remaining losses of $208.5 million relate to mark to market losses on securities and loans still held.

In the three month period ended March 31, 2020, we reduced the size of our GAAP investment portfolio from $4.0 billion to $1.3 billion, and at March 31, 2020, our equity capital allocation was 5% to Agency RMBS and 95% to Credit Investments. In an effort to prudently manage our portfolio through unprecedented market volatility and preserve long-term stockholder value, we completed the sale of our 30 year fixed rate Agency securities during the quarter. We believe the resulting capital allocation will impact our yield, cost of funds and leverage ratio described below.We believe the reduction in the size of our investment portfolio will limit our earnings going forward.

We do not yet know the full extent of the effects of the COVID-19 pandemic on our business, operations, personnel, or the U.S. economy as a whole. We cannot predict future developments, including the scope and duration of the pandemic, the effectiveness of our work from home arrangements, third-party providers' ability to support our operations, the nature and effect of any actions taken by governmental authorities and other third parties in response to the pandemic, and the other factors discussed above and throughout this report as discussed more fully under "Risk Factors." Future developments with respect to the COVID-19 pandemic could continue to materially and adversely affect our business, operations, operating results, financial condition, liquidity or capital levels.

Executive Summary

On March 11, 2020, the World Health Organization declared the outbreak of COVID-19 as a pandemic. On March 13, 2020, the U.S. declared a national emergency concerning the COVID-19 pandemic, and several states and municipalities have subsequently declared public health emergencies. These conditions have caused a significant disruption in the U.S. and world economies. To slow the spread of COVID-19, many countries, including the U.S., have implemented social distancing measures, which have prohibited large gatherings, including at sporting events, movie theaters, religious services and schools. Further, many regions, including the majority of U.S. states, have implemented additional measures, such as shelter-in-place and stay-at-home orders. Many businesses have moved to a remote working environment, temporarily suspended operations, laid off a significant percentage of their workforce and/or shut down completely. Moreover, the COVID-19 pandemic and certain of the actions taken to reduce its spread have resulted in lost business revenue, rapid and significant increases in unemployment, changes in consumer behavior and significant reductions in liquidity and the fair value of many assets, including those in which we invest. Although many of the government restrictions are in the process of being relaxed, these conditions, or some level thereof, and others are expected to continue over the near term and may prevail throughout 2020.

Beginning in mid-March, economic conditions caused financial and mortgage-related asset markets to come under extreme duress, resulting in credit spread widening, a sharp decrease in interest rates and unprecedented illiquidity in repurchase agreement financing and MBS markets. These events, in turn, resulted in falling prices of our assets and increased margin calls from our repurchase agreement counterparties. To conserve capital, protect assets and to pause the escalating negative impacts caused by the market dislocation and allow the markets for many of our assets to stabilize, on March 20, 2020, we notified our repurchase agreement counterparties that we did not expect to fund the existing and anticipated future margin calls under our repurchase agreements and commenced discussions with our counterparties with regard to entering into forbearance agreements. In an effort to manage our portfolio through this unprecedented turmoil in the financial markets and to improve liquidity, we executed the following measures during the three months ended March 31, 2020:

- Reduced GAAP investment portfolio from $4.0 billion at December 31, 2019 to $1.3 billion at March 31, 2020 and investment portfolio on a non-GAAP basis from $4.4 billion at December 31, 2019 to $1.6 billion at March 31, 2020 through sales, directly or as a result of financing counterparty seizures.

- Reduced financing arrangement balance on a GAAP basis from $3.2 billion at December 31, 2019 to $969.9 million at March 31, 2020 and financing arrangements on a non-GAAP basis from $3.5 billion at December 31, 2019 to $1.2 billion at March 31, 2020.
- Reduced our GAAP leverage ratio and Economic Leverage Ratio from 4.1x and 4.1x at December 31, 2019, respectively, to 3.1x and 3.3x at March 31, 2020, respectively.
- Unwound entire portfolio of pay-fixed, receive-variable interest rate swaps held directly and through investments in debt and equity of affiliates, recording net realized losses of $(65.4) million on a GAAP basis and $(67.9) million on a non-GAAP basis for the three months ended March 31, 2020.

In addition, subsequent to March 31, 2020, we took the following actions:

- Entered three consecutive forbearance agreements, pursuant to which the forbearing counterparties agreed not to exercise any of their rights or remedies under their applicable financing arrangement with the Company through June 15, 2020.
- Entered into agreements with our financing counterparties to exit forbearance, pursuant to which each Participating Counterparty agreed to permanently waive all existing and prior events of default under our financing agreements and reinstate our financing arrangements described in more detail below under the "Financing arrangements" heading of this Item 2.
- Sold real estate securities for proceeds of approximately $232.3 million and residential and commercial loans for proceeds of approximately $416.9 million.
- Further reduced financing arrangement balance on a GAAP basis from $969.9 million at March 31, 2020 to $242.2 million at May 31, 2020 and financing arrangements on a non-GAAP basis from $1.2 billion at March 31, 2020 to $518.3 million at May 31, 2020. Financing arrangements exclude securitized debt and subordinated debt .
- Reduced our debt obligations to approximately $710 million, net of approximately $25 million of cash posted as collateral to our financing counterparties. Debt obligations include all financing arrangements, securitized debt and subordinated debt. Of this amount, approximately $280 million are recourse debt obligations, approximately $410 million are non-recourse debt obligations and approximately $20 million are subordinated debt obligations.

Reconciliations of GAAP and non-GAAP financial measures appear below.

In March 2020, our Manager transitioned to a fully remote work force, to protect the safety and well-being of our personnel. Our Manager’s prior investments in technology, business continuity planning and cyber-security protocols have enabled us to continue working with limited operational impact.

Our company

We are a hybrid mortgage REIT that opportunistically invests in a diversified risk adjusted portfolio of Agency RMBS and Credit Investments. Our Credit Investments include Residential Investments and Commercial Investments. We are a Maryland corporation and are externally managed by our Manager, a wholly-owned subsidiary of Angelo Gordon, pursuant to a management agreement. Our Manager, pursuant to a delegation agreement dated as of June 29, 2011, has delegated to Angelo Gordon the overall responsibility of its day-to-day duties and obligations arising under the management agreement. We conduct our operations to qualify and be taxed as a real estate investment trust ("REIT") for U.S. federal income tax purposes. Accordingly, we generally will not be subject to U.S. federal income taxes on our taxable income that we distribute currently to our stockholders as long as we maintain our intended qualification as a REIT. We also operate our business in a manner that permits us to maintain our exemption from registration under the Investment Company Act of 1940, as amended, or the Investment Company Act. Our common stock is traded on the New York Stock Exchange ("NYSE") under the symbol MITT. Our 8.25% Series A Cumulative Redeemable Preferred Stock, our 8.00% Series B Cumulative Redeemable Preferred Stock, and our 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock trade on the NYSE under the symbols MITT PrA, MITT PrB, and MITT PrC, respectively.

Prior to December 31, 2019, we conducted our business through the following segments; (i) Securities and Loans and (ii) Single-Family Rental Properties. On November 15, 2019, we sold our portfolio of single-family rental properties and no longer separate our business into segments. We reclassified the operating results of our Single-Family Rental Properties segment to discontinued operations and excluded the income associated with the portfolio from continuing operations for all periods presented. See Note 14 to the "Notes to Consolidated Financial Statements (unaudited)" for additional financial information regarding our discontinued operations.

Our target investments

Historically, our investment portfolio has been comprised of Agency RMBS, Residential Investments and Commercial Investments, each of which is described in more detail below. We intend to continue to focus on our core portfolio strengths of residential and commercial credit assets. In periods where we have working capital in excess of our short-term liquidity needs, we may invest the excess in more liquid assets until such time as we are able to re-invest that capital in credit assets that meet our underwriting requirements. Our investment and capital allocation decisions depend on prevailing market conditions, among other factors, and may change over time in response to opportunities available in different economic and capital market environments. In light of recent market turmoil related to the COVID-19 pandemic, we expect to maintain a defensive posture in the near term as it relates to new investments until we have greater clarity with respect to COVID-19 developments on market and economic conditions.

Agency RMBS

Prior to the COVID-19 pandemic, our investment portfolio was comprised primarily of residential mortgage-backed securities ("RMBS"). Certain of the assets that were in our RMBS portfolio had a guarantee of principal and interest by a U.S. government agency such as the Government National Mortgage Association, or Ginnie Mae, or by a government-sponsored entity such as the Federal National Mortgage Association, or Fannie Mae, or the Federal Home Loan Mortgage Corporation, or Freddie Mac (each, a "GSE"). We referred to these securities as Agency RMBS. Our Agency RMBS portfolio included:

- Fixed rate securities (held as mortgage pass-through securities);
- Sequential pay fixed rate collateralized mortgage obligations ("CMOs");
    - CMOs are structured debt instruments representing interests in specified pools of mortgage loans subdivided into multiple classes, or tranches, of securities, with each tranche having different maturities or risk profiles.
- Inverse Interest Only securities (CMOs where the holder is entitled only to the interest payments made on the mortgages underlying certain mortgage backed securities ("MBS") whose coupon has an inverse relationship to its benchmark rate, such as LIBOR);
- Interest Only securities (CMOs where the holder is entitled only to the interest payments made on the mortgages underlying certain MBS "interest-only strips");
- Certain Agency RMBS for which the underlying collateral is not identified until shortly (generally two days) before the purchase or sale settlement date ("TBAs"); and
- Excess mortgage servicing rights ("Excess MSRs") whose underlying collateral is securitized in a trust held by a U.S. government agency or GSE.
    - Excess MSRs are interests in an MSR, representing a portion of the interest payment collected from a pool of mortgage loans, net of a basic servicing fee paid to the mortgage servicer. An MSR provides a mortgage servicer with the right to service a mortgage loan or a pool of mortgages in exchange for a portion of the interest payments made on the mortgage or the underlying mortgages. An MSR is made up of two components: a basic servicing fee and an Excess MSR. The basic servicing fee is the compensation received by the mortgage servicer for the performance of its servicing duties.

Residential Investments

The Residential Investments that we own include RMBS that are not issued or guaranteed by Ginnie Mae or a GSE or that are collateralized by non-U.S. mortgages, which we collectively refer to as our Non-Agency RMBS. The mortgage loan collateral for residential Non-Agency RMBS consists of residential mortgage loans that do not generally conform to underwriting guidelines issued by U.S. government agencies or U.S. government-sponsored entities, or are non-U.S. mortgages. Our Non-Agency RMBS include investment grade and non-investment grade fixed and floating-rate securities.

We categorize certain of our Residential Investments by weighted average credit score at origination:

- Prime (weighted average credit score above 700)
- Alt-A/Subprime
    - Alt-A (weighted average credit score between 700 and 620); and
    - Subprime (weighted average credit score below 620).

The Residential Investments that we do not categorize by weighted average credit score at origination include our:

- CRTs (described below)
- Non-U.S. RMBS
    - Non-Agency RMBS which are collateralized by non-U.S. mortgages.
- Interest Only securities (Non-Agency RMBS backed by interest-only strips)
- Excess MSRs whose underlying collateral is securitized in a trust not held by a U.S. government agency or GSE;
    - Excess MSRs are grouped within "Interest Only and Excess MSR" throughout Part I, Item 2 of this Report and are grouped within Excess mortgage servicing rights or Excess MSRs in the Notes to the Consolidated Financial Statements (Unaudited) included in Part I, Item 1 of this Report;
- Re/Non-Performing Loans (described below);
- Non-QM Loans (described below); and
- Land Related Financing (described below).

Credit Risk Transfer securities ("CRTs") include:

- Unguaranteed and unsecured mezzanine, junior mezzanine and first loss securities issued either by GSEs or issued by other third-party institutions to transfer their exposure to mortgage default risk to private investors. These securities reference a specific pool of newly originated single family mortgages from a specified time period (typically around the time of origination). The risk of loss on the reference pool of mortgages is transferred to investors who may experience losses when adverse credit events such as defaults, liquidations or delinquencies occur in the underlying mortgages. Owners of these securities generally receive an uncapped floating interest rate equal to a predetermined spread over one-month LIBOR.

Re/Non-Performing Loans include:

- RPLs or NPLs in securitized form that are issued by an entity in which we own an equity interest and that we hold alongside other private funds under the management of Angelo Gordon. The securitizations typically take the form of equity and various classes of notes. These investments are included in the "RMBS" and "Investments in debt and equity of affiliates" line items on our consolidated balance sheets.
- RPLs or NPLs that we hold through interests in certain consolidated trusts. These investments are secured by residential real property, including prime, Alt-A, and subprime mortgage loans, and are included in the "Residential mortgage loans, at fair value" line item on our consolidated balance sheets.

Non-QM Loans include:

- Residential mortgage loans that do not qualify for the Consumer Finance Protection Bureau's (the "CFPB") safe harbor provision for "qualifying mortgages," or "QM," that we hold alongside other private funds under the management of Angelo Gordon. These investments are held in one of our unconsolidated subsidiaries, Mortgage Acquisition Trust I LLC ("MATT") (see the "Contractual obligations" section of this Item 2 for more detail), and are included in the "Investments in debt and equity of affiliates" line item on our consolidated balance sheets.
- Non-QM loans in securitized form that are issued by MATT. The securitizations typically take the form of various classes of notes. These investments are included in the "Investments in debt and equity of affiliates" line item on our consolidated balance sheets.

Land Related Financing includes:

- First mortgage loans we originate to third party land developers and home builders for the acquisition and horizontal development of land. These loans may be held through our unconsolidated subsidiaries or in securitized form. These loans are included either in the "Investments in debt and equity of affiliates" or in the "RMBS" line items on our consolidated balance sheets.

Commercial Investments

We also invest in Commercial Investments. Our Commercial Investments include:

- Commercial mortgage-backed securities ("CMBS");
- Interest Only securities (CMBS backed by interest-only strips);

- Commercial real estate loans secured by commercial real property, including first mortgages, mezzanine loans, preferred equity, first or second lien loans, subordinate interests in first mortgages, bridge loans to be used in the acquisition, construction or redevelopment of a property and mezzanine financing secured by interests in commercial real estate; and
- Freddie Mac K-Series (described below).

CMBS include:

- Fixed and floating-rate CMBS, including investment grade and non-investment grade classes. CMBS are secured by, or evidence ownership interest in, a single commercial mortgage loan or a pool of commercial mortgage loans.

Freddie Mac K-Series ("K-Series") include:

- CMBS, Interest-Only securities and CMBS principal-only securities which are regularly-issued by Freddie Mac as structured pass-through securities backed by multifamily mortgage loans. These K-Series feature a wide range of investor options which include guaranteed senior and interest-only bonds as well as unguaranteed senior, mezzanine, subordinate and interest-only bonds. Our K-Series portfolio includes unguaranteed senior, mezzanine, subordinate and interest-only bonds. Throughout Item 2, we categorize our Freddie Mac K-Series interest-only bonds as part of our Interest-Only securities.

Investment classification

Throughout this Report, (1) we use the terms "credit portfolio" and "credit investments" to refer to our Residential Investments, Commercial Investments, and, if applicable, ABS, inclusive of investments held within affiliated entities but exclusive of AG Arc (discussed below); (2) we refer to our Re/Non-Performing Loans (exclusive of our RPLs or NPLs in securitized form that we purchase from an affiliate or affiliates of the Manager), Non-QM Loans (exclusive of those in securitized form), Land Related Financing (exclusive of loans in securitized form), and commercial real estate loans, collectively, as our "loans"; (3) we use the term "credit securities" to refer to our credit portfolio, excluding Excess MSRs and loans; and (4) we use the term "real estate securities" or "securities" to refer to our Agency RMBS portfolio, exclusive of Excess MSRs, and our credit securities. Our "investment portfolio" refers to our combined Agency RMBS portfolio and credit portfolio and encompasses all of the investments described above.

We also use the term "GAAP investment portfolio" which consists of (i) our Agency RMBS, exclusive of (x) TBAs and (y) any investments classified as "Other assets" on our consolidated balance sheets (our "GAAP Agency RMBS portfolio"), and (ii) our
credit portfolio, exclusive of (x) all investments held within affiliated entities and (y) any investments classified as "Other assets" on our consolidated balance sheets (our "GAAP credit portfolio"). See Note 2 to the "Notes to Consolidated Financial Statements (unaudited)" for a discussion of our investments held within affiliated entities. For a reconciliation of our investment portfolio to our GAAP investment portfolio, see the GAAP Investment Portfolio Reconciliation Table below.

This presentation of our investment portfolio is consistent with how our management team evaluates our business, and we believe this presentation, when considered with the GAAP presentation, provides supplemental information useful for investors in evaluating our investment portfolio and financial condition.

Arc Home LLC

We, alongside private funds under the management of Angelo Gordon, through AG Arc LLC, one of our indirect subsidiaries ("AG Arc"), formed Arc Home LLC ("Arc Home"). Arc Home, through its wholly-owned subsidiary, originates conforming, Government, Jumbo, Non-QM and other non-conforming residential mortgage loans, retains the mortgage servicing rights associated with the loans that it originates, and purchases additional mortgage servicing rights from third-party sellers.

Discontinued Operations

On November 15, 2019, we sold our portfolio of single-family rental properties to a third party. We reclassified the operating results of our single-family rental properties segment to discontinued operations and excluded the income associated with the portfolio from continuing operations for all periods presented. See Note 14 to the "Notes to Consolidated Financial Statements (unaudited)" for additional financial information regarding our discontinued operations.

Market conditions

Though 2020 began with an improved interest rate environment for our business and industry as a whole, the impact of the global response to the COVID-19 pandemic on the financial markets has resulted in unprecedented market disruption. Beginning in the middle of the first quarter of 2020 and continuing into the second quarter, financial and mortgage-related asset markets have experienced significant volatility as a result of the spread of COVID-19. We expect this volatility may continue in the near term due to the heightened uncertainty relating to COVID-19's duration and potential impact. During the first quarter of 2020, the significant dislocation in the financial markets caused, among other things, credit spread widening, a sharp decrease in interest rates and unprecedented illiquidity in repurchase agreement financing and MBS markets. These conditions have put significant pressure on the mortgage REIT industry, including financing operations, mortgage asset pricing and liquidity demands. After a series of rate cuts in 2019, the U.S. Federal Reserve responded to the effects of the COVID-19 pandemic with a series of large-scale actions, including cutting the Fed Funds target rate by 150 basis points, back to the zero bound. The Fed also committed in March to unlimited purchases of U.S. Treasuries and Agency RMBS, in a round of quantitative easing known as QE4.

As the conditions created by the COVID-19 outbreak became more acute, financial markets began to experience severe dislocations and volatility. In order to maintain adequate liquidity in preparation for the expected economic contraction, many companies began to increase cash levels notably in March, in turn de-levering their businesses. In fixed income markets specifically, this created acute selling pressures in U.S. Treasuries and Agency MBS, the two markets with the deepest liquidity profile and hence the greatest potential for raising cash.

In order to increase liquidity, fixed income investors were compelled to sell U.S. Treasuries and Agency MBS, given their greater liquidity as compared to other fixed income assets, leading to an excess supply of these assets in need of redistribution. Pressure in financing markets and the need to meet margin obligations created additional selling pressure in U.S. Treasury and Agency MBS markets. This negative feedback loop was ultimately disrupted in part by the Federal Reserve’s asset purchases and other institutions’ ability to invest available cash on attractive terms. Other markets, including the market for residential credit and commercial real estate securities, also saw de-levering flows and similar cyclical feedback loops taking place, albeit on a lesser scale.

The de-levering flows impacted the Agency MBS market due to its greater liquidity relative to other less liquid asset classes, and the sector saw meaningful underperformance versus comparable hedges for a short period of time in mid-March. Other securitized asset markets saw similar dramatic underperformance in pricing. Policy makers’ actions appear to have stabilized Agency MBS spreads and other securitized credit markets, both of which tightened into the second quarter of 2020.

Recent government activity

The U.S. economy remained strong through January and February of 2020. Despite this, the Federal Reserve has been conducting large scale overnight repo operations since late 2019 to address disruptions in the U.S. Treasury, Agency debt and Agency RMBS financing markets. These operations have been increased substantially due to the funding disruptions resulting from the economic crisis and market dislocations resulting from the COVID-19 pandemic. The Federal Reserve has taken a number of other actions to stabilize markets as a result of the impact of the COVID-19 pandemic. On Sunday, March 15, 2020, the Federal Reserve announced a $700 billion asset purchase program to provide liquidity to the U.S. Treasury and Agency RMBS markets. Specifically, the Federal Reserve announced that it would purchase at least $500 billion of U.S. Treasuries and at least $200 billion of Agency RMBS. The Federal Reserve also lowered the federal funds rate by 100 basis points to a range of 0.0% - 0.25%, after having already lowered the federal funds rate by 50 basis points on March 3, 2020.

The markets for U.S. Treasuries, MBS and other mortgage and fixed income markets continued to deteriorate following this announcement as investors liquidated investments in response to the economic crisis. Many of these markets experienced severe dislocations during the second half of March, which resulted in forced selling of assets to satisfy margin calls. To address these issues in the fixed income and funding markets, on the morning of Monday, March 23, 2020, the Federal Reserve announced a program to acquire U.S. Treasuries and Agency RMBS in the amounts needed to support smooth market functioning. Since that date, the Federal Reserve and the Federal Housing Finance Agency (“FHFA”) have taken various other steps to support certain other fixed income markets, to support mortgage servicers and to implement various portions of the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, which was signed into law on March 27, 2020.

One provision of the CARES Act provides up to 360 days of forbearance relief from mortgage loan payments for borrowers with federally backed (e.g. Fannie Mae or Freddie Mac) mortgages who experience financial hardship related to the pandemic. Combined with expected widespread unemployment stemming from the economic slowdown caused by the pandemic, residential mortgage assets came under extreme spread pressure. The CARES Act also prohibits foreclosures for 60 days and evictions by landlords for 120 days after its enactment. These legislative actions have created uncertainty around the ultimate effects on delinquencies, defaults, prepayment speeds, low interest rates and home price appreciation.

The FHFA has instructed the GSEs on how they will handle servicer advances for loans that back Agency RMBS that enter into forbearance, which should limit prepayments during the forbearance period that could have resulted otherwise. In addition, governors of several states have issued executive orders prohibiting evictions and foreclosures for specified periods of time, and many courts have enacted emergency rules delaying hearings related to evictions or foreclosures. Further, the FHFA recently announced a loan payment deferment plan for Agency multi-family borrowers facing hardship from revenue losses caused by COVID-19, with the condition that these borrowers suspend all evictions for renters unable to pay rent due to the impact of COVID-19. We anticipate that the number of borrowers with residential loans and those loans that underlie the securities in which we invest that become delinquent or default on their financial obligations may increase significantly as a result of the ongoing pandemic and such increased levels could materially adversely affect our business, financial condition, results of operations and our ability to make distributions to our stockholders.

The CARES Act also provides many forms of direct support to individuals and small businesses in order to stem the steep decline in economic activity. This over $2 trillion COVID-19 relief bill, among other things, provided for direct payments to each American making up to $75,000 a year, increased unemployment benefits for up to four months (on top of state benefits), provided funding to hospitals and health care providers, provided loans and investments to businesses, states and municipalities and provided grants to the airline industry. On April 24, 2020, President Trump signed an additional funding bill into law that provides an additional $484 billion of funding to individuals, small businesses, hospitals, health care providers and additional coronavirus testing efforts.

The scope and nature of any future actions the Federal Reserve and other governmental authorities will ultimately undertake are unknown and will continue to evolve, especially in light of the COVID-19 pandemic and the upcoming presidential and Congressional elections in the United States. We cannot predict how, in the long term, these and other actions, as well as the negative impacts from the ongoing COVID-19 pandemic, will affect the efficiency, liquidity and stability of the financial, credit and mortgage markets, and thus, our business. Greater uncertainty frequently leads to wider asset spreads or lower prices and higher hedging costs.

The current regulatory environment may be impacted by future legislative developments, such as changes to Fannie Mae and Freddie Mac, including their continued existence and their roles in the market. The impact of such potential reforms on our operations remains unclear.

Results of operations

Our operating results can be affected by a number of factors and primarily depend on the size and composition of our investment portfolio, the level of our net interest income, the fair value of our assets and the supply of, and demand for, our target assets in the marketplace, among other things, which can be impacted by unanticipated credit events, such as defaults, liquidations or delinquencies, experienced by borrowers whose mortgage loans are included in our investment portfolio and other unanticipated events in our markets. Our primary source of net income available to common stockholders is our net interest income, less our cost of hedging, which represents the difference between the interest earned on our investment portfolio and the costs of financing and hedging our investment portfolio. Prior to the sale of our 30 year fixed rate Agency RMBS portfolio in March 2020, our net interest income varied primarily as a result of changes in market interest rates, prepayment speeds, as measured by the Constant Prepayment Rate ("CPR") on the Agency RMBS in our investment portfolio, and our funding and hedging costs. As a result of the global COVID-19 pandemic and our disposition of assets to preserve liquidity, we incurred large realized losses in the quarter ended March 31, 2020 and a sharp decline in book value. Additionally, we believe the reduction in the size of our investment portfolio will limit our earnings going forward.

Three Months Ended March 31, 2020 compared to the Three Months Ended March 31, 2019

The table below presents certain information from our consolidated statements of operations for the three months ended March 31, 2020 and March 31, 2019 (in thousands):

	Three Months Ended		
	March 31, 2020	**March 31, 2019**	**Increase/(Decrease)**
Statement of Operations Data:			
Net Interest Income			
Interest income	$ 40,268	$ 41,490	$ (1,222)
Interest expense	19,971	22,094	(2,123)
Total Net Interest Income	20,297	19,396	901
Other Income/(Loss)			
Net realized gain/(loss)	(151,143)	(20,583)	(130,560)
Net interest component of interest rate swaps	923	1,781	(858)
Unrealized gain/(loss) on real estate securities and loans, net	(313,897)	46,753	(360,650)
Unrealized gain/(loss) on derivative and other instruments, net	5,686	(10,086)	15,772
Foreign currency gain/(loss), net	1,649	—	1,649
Other income	3	414	(411)
Total Other Income/(Loss)	(456,779)	18,279	(475,058)
Expenses			
Management fee to affiliate	2,149	2,345	(196)
Other operating expenses	2,342	3,781	(1,439)
Equity based compensation to affiliate	88	126	(38)
Excise tax	(815)	92	(907)
Servicing fees	579	371	208
Total Expenses	4,343	6,715	(2,372)
Income/(loss) before equity in earnings/(loss) from affiliates	(440,825)	30,960	(471,785)
Equity in earnings/(loss) from affiliates	(44,192)	(771)	(43,421)
Net Income/(Loss) from Continuing Operations	(485,017)	30,189	(515,206)
Net Income/(Loss) from Discontinued Operations	—	(1,034)	1,034
Net Income/(Loss)	(485,017)	29,155	(514,172)
Dividends on preferred stock	5,667	3,367	2,300
Net Income/(Loss) Available to Common Stockholders	$ (490,684)	$ 25,788	$ (516,472)

Interest income

Interest income is calculated using the effective interest method for our GAAP investment portfolio and calculated based on the actual coupon rate and the outstanding principal balance on our U.S. Treasury securities, if any.

Interest income decreased from March 31, 2019 to March 31, 2020 primarily due to a decrease in the weighted average yield on our GAAP investment portfolio and U.S. Treasury securities, if any, during the period of 0.54% from 5.02% for the three months ended March 31, 2019 to 4.48% for the three months ended March 31, 2020. This was offset by an increase in the weighted average cost of our GAAP investment portfolio and U.S. Treasury securities, if any, of $0.3 billion from $3.3 billion at March 31, 2019 to $3.6 billion at March 31, 2020. We expect our interest income going forward to be materially lower compared to comparable prior periods as a result of the changes in our investment portfolio as set forth in the tables of the "Investment activities" section below as a result of the COVID-19 pandemic.

Interest expense

Interest expense is calculated based on the actual financing rate and the outstanding financing balance of our GAAP investment portfolio and U.S. Treasury securities, if any.

Interest expense decreased from March 31, 2019 to March 31, 2020 primarily due to a decrease in the weighted average financing rate on our GAAP investment portfolio and U.S. Treasury securities, if any, during the period, by 0.52% from 3.16% for the three months ended March 31, 2019 to 2.64% for the three months ended March 31, 2020. Our weighted average financing balance on our GAAP investment portfolio and U.S. Treasury securities, if any, remained flat during the three months ended March 31, 2019 and March 31, 2020. Refer to the "Financing activities" section below for a discussion of the material changes in our cost of funds. We do not expect our interest expense, set forth in the consolidated statements of operations table above, to be indicative of our future interest expense due to the changes in our financing arrangements described in the "Financing activities" section below.

Net realized gain/(loss)

Net realized gain/(loss) represents the net gain or loss recognized on any (i) sales and seizures by financing counterparties of real estate securities out of our GAAP investment portfolio, including any associated deficiencies recognized, (ii) sales of loans out of our GAAP investment portfolio, transfers of loans from our GAAP investment portfolio to real estate owned included in Other assets, and sales of Other assets, (iii) settlement of derivatives and other instruments, and (iv) prior to the adoption of ASU 2016-13, other-than-temporary-impairment ("OTTI") charges recorded during the period. See Note 2, Note 3, Note 4 and Note 5 to the "Notes to Consolidated Financial Statements (unaudited)" for further discussion on OTTI. The following table presents a summary of Net realized gain/(loss) for the three months ended March 31, 2020 and March 31, 2019 (in thousands):

	Three Months Ended	
	March 31, 2020	**March 31, 2019**
Sale/seizures of real estate securities and related collateral	$ (86,305)	$ 2,062
Sale of loans and loans transferred to or sold from Other assets	(2,967)	173
Settlement of derivatives and other instruments	(61,871)	(19,776)
OTTI	—	(3,042)
Total Net realized gain/(loss)	$ (151,143)	$ (20,583)

As previously discussed, in order to preserve liquidity and meet margin calls, we sold approximately $2.4 billion of securities during the three months ended March 31, 2020 due to the unprecedented market conditions experienced as a result of the global COVID-19 pandemic. During the three months ended March 31, 2020, we recognized net realized losses of $86.3 million on the sale or seizure of such securities and realized losses of $61.9 million on the termination of the related derivatives. We also recognized $3.0 million of net realized losses on residential loans during the three months ended March 31, 2020, primarily due to the sale of one loan.

Net interest component of interest rate swaps

Net interest component of interest rate swaps represents the net interest income received or expense paid on our interest rate swaps.

Net interest component of interest rate swaps decreased from March 31, 2019 to March 31, 2020 due to a decrease in the average 3 month LIBOR rate as well as a decrease in the weighted average notional period over period. Average 3 month LIBOR, the interest rate upon which the floating leg of these derivative instruments is based, decreased from 2.687% for the three months ended March 31, 2019 to 1.535% for the three months ended March 31, 2020. In addition, the weighted average swap notional decreased from $1.9 billion for the three months ended March 31, 2019 to $1.5 billion for the three months ended March 31, 2020. Refer to the "Hedging activities" section below for a discussion of material changes in our interest rate swap portfolio.

Unrealized gain/(loss) on real estate securities and loans, net

The disruptions of the financial markets due to the COVID-19 pandemic have caused credit spread widening, a sharp decrease in interest rates and unprecedented illiquidity in repurchase agreement financing and MBS markets. These conditions have put significant downward pressure on the fair value of our assets and resulted in unrealized losses for the three months ended March 31, 2020.

During the first quarter of 2020, the Company recognized a $313.9 million increase in net unrealized losses comprised of unrealized losses on securities and unrealized losses on loans of $203.4 million and $110.5 million, respectively. These losses were due directly to the disruptions of the financial markets caused by the COVID-19 pandemic and the Company's response thereto, including $2.4 billion in asset sales and a significant decrease in asset valuations in March. Included in unrealized losses on both securities and loans are net unrealized gain reversals due to sales during the first quarter of 2020 totaling $105.4 million. The remaining losses of $208.5 million relate to mark to market losses on securities and loans still held at March 31, 2020.

Unrealized gain/(loss) on derivative and other instruments, net

For the three months ended March 31, 2020, the gain of $5.7 million was comprised of unrealized gains on securitized debt offset by unrealized losses on excess MSRs and derivatives.

Foreign currency gain/(loss), net

Foreign currency gain/(loss), net pertains to the effects of remeasuring the monetary assets and liabilities of our foreign investments into U.S. dollars using foreign currency exchange rates at the end of the reporting period. Refer to Note 2 of the "Notes to the Consolidated Financial Statements" for details on what specifically is included in the "Foreign currency gain/(loss), net" line item. During the three months ended March 31, 2020, the value of GBP relative to USD decreased, resulting in a gain on the liabilities held in foreign currencies.

Other income

Other income primarily includes certain fees we receive on our loans and CMBS portfolios. Other income decreased from March 31, 2019 to March 31, 2020 due to the fact that we did not originate any loans during Q1 2019.

Management fee to affiliate

Our management fee is based upon a percentage of our Stockholders’ Equity. See the "Contractual obligations" section of this Item 2 for further detail on the calculation of our management fee and for the definition of Stockholders’ Equity. Management fees decreased from March 31, 2019 to March 31, 2020 primarily due to a decrease in our Stockholders' Equity as calculated pursuant to our Management Agreement.

On April 6, 2020 , we executed an amendment to our Management Agreement pursuant to which our Manager agreed to defer our payment of the management fee and reimbursement of expenses beginning with the first quarter of 2020 through September 30, 2020, or such other time as we and the Manager agree.

Other operating expenses

These amounts are primarily comprised of professional fees, directors' and officers' ("D&O") insurance and directors' fees, as well as certain expenses reimbursable to the Manager. We are required to reimburse our Manager or its affiliates for operating expenses which are incurred by our Manager or its affiliates on our behalf, including certain salary expenses and other expenses relating to legal, accounting, due diligence, and other services. Refer to the "Contractual obligations" section below for more detail on certain expenses reimbursable to the Manager. The following table presents a summary of expenses within Other operating expenses broken out between non-investment related expenses and investment related expenses for the three months ended March 31, 2020 and March 31, 2019 (in thousands):

	Three Months Ended	
	March 31, 2020	**March 31, 2019**
Non Investment Related Expenses		
Affiliate expense reimbursement - Operating expenses	$ 1,879	$ 1,745
Professional fees	545	440
D&O insurance	174	174
Directors' compensation	218	221
Restructuring related expenses (1)	1,500	—
Other	229	234
Total Corporate Expenses	4,545	2,814
Investment Related Expenses		
Affiliate expense reimbursement - Deal related expenses	162	194
Affiliate expense reimbursement - Transaction related expenses and deal related performance fees (2)	—	41
Professional fees	47	46
Residential mortgage loan related expenses	692	182
Transaction related expenses and deal related performance fees (2)	(3,219)	354
Other	115	150
Total Investment Expenses	(2,203)	967
Total Other operating expenses	$ 2,342	$ 3,781

(1) Restructuring related expenses relate to legal and consulting fees primarily incurred in connection with executing the Forbearance Agreement. Refer to the "Financing activities" section below for more information regarding the Forbearance Agreement.

(2) For the three months ended March 31, 2020 and March 31, 2019, total transaction related expenses and deal related performance fees were $(3.4) million and $0.4 million, respectively. For the three months ended March 31, 2020, the $(3.4) million includes $(0.2) million of deferred financing costs that are included within interest expense. For the three months ended March 31, 2019, the $0.4 million excludes a de minimis amount of deferred financing costs that are included within interest expense. The decrease in Transaction related expenses and deal related performance fees from the three months ended March 31, 2019 to the three months ended March 31, 2020 is primarily a result of accrued deal related performance fees being reversed in the current period due to a decline in the price of the related assets, as well as the seizure of such assets by financing counterparties.

Equity based compensation to affiliate

Equity based compensation to affiliate represents the amortization of the fair value of our restricted stock units granted to our Manager, less the present value of dividends expected to be paid on the underlying shares through the requisite period.

For the three months ended March 31, 2020 and March 31, 2019, our equity based compensation to affiliate decreased due to a decrease in our stock price.

Excise tax

Excise tax represents a four percent tax on the required amount of any ordinary income and net capital gains not distributed during the year. The quarterly expense is calculated in accordance with applicable tax regulations. For the three months ended March 31, 2020 and March 31, 2019, our excise tax decreased primarily due to losses associated with COVID-19.

Servicing fees

We incur servicing fee expenses in connection with the servicing of our Residential mortgage loans. As of March 31, 2020 and March 31, 2019, we owned Residential mortgage loans with a fair value of $767.0 million and $202.0 million, respectively. This increase in the fair value of the Residential mortgage loans was a result of our purchases of Residential mortgage loan pools in 2019 and 2020.

For the three months ended March 31, 2020 and March 31, 2019, our servicing fees increased primarily due to our purchases of residential mortgage loans described above.

Equity in earnings/(loss) from affiliates

Equity in earnings/(loss) from affiliates represents our share of earnings and profits of investments held within affiliated entities. A majority of these investments are comprised of real estate securities, loans and our investment in AG Arc. The decrease from the quarter ended March 31, 2019 to the quarter ended March 31, 2020 primarily pertains to our share of the unrealized losses on investments held within affiliated entities.

Discontinued operations

On November 15, 2019, we sold our portfolio of single-family rental properties to a third party at a price of approximately $137 million. We recognized a gain of $0.2 million as a result of the transaction. We reclassified the operating results of the single-family rental properties segment to discontinued operations and excluded the income from continuing operations for all periods presented.

Book value per share

As of March 31, 2020 and December 31, 2019, our book value per common share was $2.63 and $17.61, respectively.

Per share amounts for book value are calculated using all outstanding common shares in accordance with GAAP, including all vested shares granted to our Manager, and our independent directors under our equity incentive plans as of quarter-end. Book value is calculated using stockholders' equity less net proceeds of our 8.25% Series A Cumulative Redeemable Preferred Stock ($49.9 million), 8.00% Series B Cumulative Redeemable Preferred Stock ($111.3 million), and 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock ($111.2 million) as the numerator. The liquidation preference for the Series A, Series B and Series C Preferred Stock is $51.8 million, $115 million and $115 million, respectively.

Presentation of investment, financing and hedging activities

In the "Investment activities," "Financing activities," "Hedging activities" and "Liquidity and capital resources" sections of this Item 2, where we disclose our investment portfolio and the related financing arrangements, we have presented this information inclusive of (i) unconsolidated ownership interests in affiliates that are accounted for under GAAP using the equity method and (ii) TBAs, which are accounted for as derivatives under GAAP. Our investment portfolio and the related financing arrangements are presented along with a reconciliation to GAAP. This presentation of our investment portfolio is consistent with how our management team evaluates the business, and we believe this presentation, when considered with the GAAP presentation, provides supplemental information useful for investors in evaluating our investment portfolio and financial condition. See Note 2 to the "Notes to Consolidated Financial Statements (unaudited)" for a discussion of investments in debt and equity of affiliates and TBAs.

Net interest margin and leverage ratio

GAAP net interest margin and non-GAAP net interest margin, a non-GAAP financial measure, are calculated by subtracting the weighted average cost of funds from the weighted average yield for our GAAP investment portfolio or our investment portfolio, respectively, which both exclude cash held by us and any net TBA position. The weighted average yield on our Agency RMBS portfolio and our credit portfolio represents an effective interest rate, which utilizes all estimates of future cash flows and adjusts for actual prepayment and cash flow activity as of quarter-end. The calculation of weighted average yield is weighted on fair value. The weighted average cost of funds is the sum of the weighted average funding costs on total financing arrangements outstanding at quarter-end, including all non-recourse financing arrangements, and our weighted average hedging cost, which is the weighted average of the net pay rate on our interest rate swaps, the net receive/pay rate on our Treasury long and short positions, respectively, and the net receivable rate on our IO index derivatives, if any. Both elements of cost of funds are weighted by the outstanding financing arrangements on our GAAP investment portfolio or our investment portfolio and securitized debt at quarter-end, exclusive of repurchase agreements associated with U.S. Treasury securities, if any.

As our capital allocation shifts, our weighted average yields and weighted average cost of funds will also shift. Our Agency Investments, given their liquidity and high credit quality, are eligible for higher levels of leverage, while our Credit Investments, with less liquidity and/or more exposure to credit risk and prepayment, utilize lower levels of leverage. As a result, our leverage ratio is determined by our portfolio mix as well as many additional factors, including the liquidity of our portfolio, the availability and price of our financing, the diversification of our counterparties and their available capacity to finance our assets, and anticipated regulatory developments. Over the past several quarters, we have generally maintained a leverage ratio range of 4.0 to 5.0 times to finance our investment portfolio, on a fully deployed capital basis. Our debt-to-equity ratio is directly correlated to the composition of our portfolio; specifically, the higher percentage of Agency Investments we hold, the higher our leverage ratio is, while the higher percentage of Credit Investments we hold, the lower our leverage ratio is. As previously mentioned, in an effort to prudently manage our portfolio through unprecedented market volatility and preserve long-term stockholder value, we completed the sale of our 30 year fixed rate Agency securities during the first quarter of 2020. We believe the resulting capital allocation impacts the weighted average yield, weighted average cost of funds and leverage ratio illustrated below.

Net interest margin and leverage ratio are metrics that management believes should be considered when evaluating the performance of our investment portfolio. See the "Financing activities" section below for more detail on our leverage ratio.

The chart below sets forth the net interest margin and leverage ratio from our investment portfolio as of March 31, 2020 and March 31, 2019 and a reconciliation to our GAAP investment portfolio:

March 31, 2020

Weighted Average	GAAP Investment Portfolio	Investments in Debt and Equity of Affiliates	Investment Portfolio (a)
Yield	5.20 %	8.42 %	5.96 %
Cost of Funds (b)	2.88 %	4.94 %	3.25 %
Net Interest Margin	2.32 %	3.48 %	2.71 %
Leverage Ratio (c)	3.1x	(d)	3.3x

March 31, 2019

Weighted Average	GAAP Investment Portfolio	Investments in Debt and Equity of Affiliates	Investment Portfolio (a)
Yield	5.05 %	6.10 %	5.18 %
Cost of Funds (b)	2.96 %	4.95 %	3.01 %
Net Interest Margin	2.09 %	1.15 %	2.17 %
Leverage Ratio (c)	4.2x	(d)	4.6x

(a) Excludes any net TBA position.
(b) Includes cost of non-recourse financing arrangements.
(c) The leverage ratio on our GAAP investment portfolio represents GAAP leverage. The leverage ratio on our investment portfolio represents Economic Leverage as defined below in the "Financing Activities" section.
(d) Refer to the "Financing activities" section below for an aggregate breakout of leverage.

Core Earnings

We are not disclosing Core Earnings, a non-GAAP financial measure, for the first quarter of 2020, as we determined that this measure, as we have historically calculated it, would not appropriately capture the materially negative economic impact of the COVID-19 pandemic on our business, liquidity, results of operations, financial condition, and ability to make distributions to our stockholders. As financial markets stabilize, we will evaluate whether core earnings or other non-GAAP financial measures would help both management and investors evaluate our operating performance for future periods.

Investment activities

Historically, our investment portfolio has been comprised of Agency RMBS, Residential Investments and Commercial Investments. Our allocation to each of these investments is set forth in more detail below. Our investment and capital allocation decisions depend on prevailing market conditions, among other factors, and may change over time in response to opportunities available in different economic and capital market environments. The risk-reward profile of our investment opportunities changes continuously with the market, with labor, housing and economic fundamentals, and with U.S. monetary policy, among others. As a result, in reacting to market conditions and taking into account a variety of other factors, including liquidity, duration, interest rate expectations and hedging, the mix of our assets changes over time as we opportunistically deploy capital.

In light of recent market turmoil related to the COVID-19 pandemic, we expect to maintain a defensive posture in the near term as it relates to new investments until we have greater clarity of market and economic conditions resulting from the COVID-19 pandemic and as related restrictions are reduced and states "re-open." In Q1 2020, we reduced the size of our GAAP investment portfolio from $4.0 billion to $1.3 billion, and at March 31, 2020, our equity capital allocation was 5% to Agency RMBS and 95% to Credit Investments. We have expertise in Agency RMBS, and may choose to allocate additional capital in those assets should the opportunity arise; however, in the near term we expect our capital to be almost entirely allocated to Credit Investments. Overall, our intention is to allocate capital to investment opportunities with attractive risk/return profiles in our target asset classes.

We evaluate investments in Agency RMBS using factors including, among others, expected future prepayment trends, supply of and demand for Agency RMBS, costs of financing, costs of hedging, liquidity, expected future interest rate volatility and the overall shape of the U.S. Treasury and interest rate swap yield curves. Prepayment speeds, as reflected by the CPR, and interest rates vary according to the type of investment, conditions in financial markets, competition and other factors, none of which can be predicted with any certainty. In general, as prepayment speeds on our Agency RMBS portfolio increase, the related purchase premium amortization increases, thereby reducing the net yield on such assets.

Our credit investments are subject to risk of loss with regard to principal and interest payments. We evaluate each investment in our credit portfolio based on the characteristics of the underlying collateral, the securitization structure, expected return, geography, collateral type, and the cost and availability of financing, among others. We maintain a comprehensive portfolio management process that generally includes day-to-day oversight by the portfolio management team and a quarterly credit review process for each investment that examines the need for a potential reduction in accretable yield, missed or late contractual payments, significant declines in collateral performance, prepayments, projected defaults, loss severities and other data which may indicate a potential issue in our ability to recover our capital from the investment. These processes are designed to enable our Manager to evaluate and proactively manage asset-specific credit issues and identify credit trends on a portfolio-wide basis. Nevertheless, we cannot be certain that our review will identify all issues within our portfolio due to, among other things, adverse economic conditions or events adversely affecting specific assets. Therefore, potential future losses may also stem from issues with our investments that are not identified by our credit reviews.

The following table presents a detailed break-down of our investment portfolio as of March 31, 2020 and December 31, 2019 and a reconciliation to our GAAP Investment Portfolio ($ in thousands):

	Fair Value		Percent of Investment Portfolio Fair Value		Leverage Ratio (a)	
	March 31, 2020	December 31, 2019	March 31, 2020	December 31, 2019	March 31, 2020	December 31, 2019
Agency RMBS	$ 37,620	$ 2,333,626	2.3 %	52.8 %	1.1x	7.1x
Residential Investments	1,284,972	1,493,869	79.3 %	33.8 %	3.8x	2.7x
Commercial Investments	298,508	589,709	18.4 %	13.4 %	2.3x	2.1x
Total: Investment Portfolio	$ 1,621,100	$ 4,417,204	100.0 %	100.0 %	3.3x	4.1x
Investments in Debt and Equity of Affiliates (b)	$ 342,468	$ 373,126	N/A	N/A	(c)	(c)
Total: GAAP Investment Portfolio	$ 1,278,632	$ 4,044,078	N/A	N/A	3.1x	4.1x

(a) The leverage ratio on our investment portfolio represents Economic Leverage as defined below in the "Financing Activities" section and is calculated by dividing each investment type's total recourse financing arrangements by its allocated equity (described in the chart below). Cash posted as collateral has been allocated pro-rata by each respective asset class' Economic Leverage amount. The Economic Leverage Ratio excludes any fully non-recourse financing arrangements. The leverage ratio on our Agency RMBS includes any net receivables on TBA. The leverage ratio on our GAAP Investment Portfolio represents GAAP leverage.
(b) Certain Re/Non-Performing Loans held in securitized form are presented net of non-recourse securitized debt.
(c) Refer to the "Financing activities" section below for an aggregate breakout of leverage.

Refer to the Executive Summary above for information on securities and loans sold subsequent to quarter end.

We allocate our equity by investment using the fair value of our investment portfolio, less any associated leverage, inclusive of any long TBA position (at cost). We allocate all non-investment portfolio related assets and liabilities to our investment portfolio based on the characteristics of such assets and liabilities in order to sum to stockholders' equity per the consolidated balance sheets. Our equity allocation method is a non-GAAP methodology and may not be comparable to the similarly titled measure or concepts of other companies, who may use different calculations and allocation methodologies.

The following table presents a summary of the allocated equity of our investment portfolio as of March 31, 2020 and December 31, 2019 ($ in thousands):

	Allocated Equity		Percent of Equity	
	March 31, 2020	December 31, 2019	March 31, 2020	December 31, 2019
Agency RMBS	$ 17,967	$ 295,358	5.0 %	34.8 %
Residential Investments	244,927	359,923	68.3 %	42.4 %
Commercial Investments	95,771	193,765	26.7 %	22.8 %
Total	$ 358,665	$ 849,046	100.0 %	100.0 %

The following table presents a reconciliation of our Investment Portfolio to our GAAP Investment Portfolio as of March 31, 2020 ($ in thousands):

GAAP Investment Portfolio Reconciliation

Instrument	Current Face	Amortized Cost	Unrealized Mark-to-Market	Fair Value (1)	Weighted Average Coupon (2)	Weighted Average Yield	Weighted Average Life (Years) (3)
Agency RMBS:							
Inverse Interest Only	$ 96,198	$ 16,281	$ (2,675)	$ 13,606	5.34 %	4.40 %	3.93
Interest Only	120,325	11,678	(2,152)	9,526	3.10 %	(1.17) %	2.49
Excess MSR (4)	2,829,289	19,089	(4,601)	14,488	N/A	4.90 %	6.30
Total Agency RMBS	3,045,812	47,048	(9,428)	37,620	4.10 %	3.18 %	6.08
Credit Investments:							
Residential Investments							
Prime (5)	107,377	74,064	1,299	75,363	4.49 %	7.81 %	12.10
Alt-A/Subprime (5)	72,260	50,139	2,334	52,473	4.53 %	7.27 %	12.20
Credit Risk Transfer	42,222	42,367	(22,425)	19,942	5.34 %	5.35 %	13.32
Non-U.S. RMBS	22,281	27,932	(2,291)	25,641	4.24 %	4.11 %	3.33
Interest Only and Excess MSR (4)(6)	232,527	370	38	408	0.74 %	NM	5.28
Re/Non-Performing Loans	1,085,425	937,007	(89,254)	847,753	3.92 %	5.34 %	6.25
Non-QM Loans	1,365,916	255,271	(23,356)	231,915	1.71 %	7.40 %	3.71
Land Related Financing	31,283	31,081	396	31,477	12.69 %	12.79 %	2.50
Total Residential Investments	2,959,291	1,418,231	(133,259)	1,284,972	3.18 %	5.97 %	5.40
Commercial Investments							
CMBS	162,840	154,233	(42,086)	112,147	4.23 %	5.44 %	4.03
Freddie Mac K-Series	26,304	11,358	(2,100)	9,258	3.83 %	9.30 %	10.88
Interest Only (7)	865,185	21,569	(2,517)	19,052	0.44 %	7.30 %	4.27
Commercial Real Estate Loans (8)	170,127	169,408	(11,357)	158,051	6.26 %	6.53 %	2.11
Total Commercial Investments	1,224,456	356,568	(58,060)	298,508	1.79 %	6.26 %	4.08
Total Credit Investments	4,183,747	1,774,799	(191,319)	1,583,480	2.69 %	6.03 %	5.01
Total: Investment Portfolio	$ 7,229,559	$ 1,821,847	$ (200,747)	$ 1,621,100	2.77 %	5.96 %	5.46
Investments in Debt and Equity of Affiliates	$ 1,889,611	$ 368,362	$ (25,894)	$ 342,468	1.91 %	8.42 %	4.04
Total: GAAP Investment Portfolio	$ 5,339,948	$ 1,453,485	$ (174,853)	$ 1,278,632	3.17 %	5.20 %	5.98

(1) Refer to "Off-balance sheet arrangements" section below and Note 2 to the "Notes of the Consolidated Financial Statements" section for more detail on what is included in our "Investments in debt and equity of affiliates" line item on our consolidated balance sheet and a discussion of our Investments in debt and equity of affiliates.
(2) Equity residuals, principal only securities and Excess MSRs with a zero coupon rate are excluded from this calculation.
(3) Weighted average life is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(4) Within Agency RMBS, Excess MSRs whose underlying collateral is securitized in a trust held by a U.S. government agency or GSE. Within Residential Investments, Excess MSRs whose underlying collateral is securitized in a trust not held by a U.S. government agency or GSE.
(5) Non-Agency RMBS with credit scores above 700, between 700 and 620 and below 620 at origination are classified as Prime, Alt-A, and Subprime, respectively. The weighted average credit scores of our Prime and Alt-A/Subprime Non-Agency RMBS were 721 and 670, respectively.
(6) A majority of the Interest Only and Excess MSR line is made up of two Residential Interest Only positions. The overall impact of these investments' yields on the Investment Portfolio is immaterial.
(7) Comprised of Freddie Mac K-Series interest-only bonds.
(8) Yield on Commercial Real Estate Loans includes any exit fees.

The following table presents a reconciliation of our Investment Portfolio to our GAAP Investment Portfolio as of December 31, 2019 ($ in thousands):

Instrument	Current Face	Amortized Cost	Unrealized Mark-to-Market	Fair Value (1)	Weighted Average Coupon (2)	Weighted Average Yield	Weighted Average Life (Years) (3)
Agency RMBS:							
30 Year Fixed Rate	$ 2,125,067	$ 2,184,190	$ 57,108	$ 2,241,298	3.73 %	3.17 %	5.85
Inverse Interest Only	217,031	37,611	627	38,238	4.37 %	6.66 %	4.97
Interest Only	259,161	35,333	570	35,903	3.56 %	5.02 %	4.01
Excess MSR (4)	3,042,841	20,188	(2,001)	18,187	N/A	8.33 %	5.56
Total Agency RMBS	5,644,100	2,277,322	56,304	2,333,626	3.77 %	3.30 %	5.57
Credit Investments:							
Residential Investments							
Prime (5)	297,932	213,056	28,831	241,887	4.92 %	7.44 %	11.63
Alt-A/Subprime (5)	141,464	110,605	12,107	122,712	4.40 %	6.89 %	8.23
Credit Risk Transfer	270,397	270,988	8,967	279,955	5.17 %	5.27 %	5.66
Non-U.S. RMBS	44,867	54,340	3,391	57,731	3.21 %	3.58 %	2.53
Interest Only and Excess MSR (4)	244,115	1,592	(376)	1,216	0.77 %	7.73 %	6.34
Re/Non-Performing Loans	605,844	493,734	16,449	510,183	4.14 %	6.48 %	6.56
Non-QM Loans	1,141,131	250,087	4,189	254,276	1.69 %	5.35 %	1.71
Land Related Financing	25,607	25,395	514	25,909	12.27 %	12.40 %	3.00
Total Residential Investments	2,771,357	1,419,797	74,072	1,493,869	3.53 %	6.24 %	4.99
Commercial Investments							
CMBS	277,020	262,233	784	263,017	4.87 %	5.57 %	4.07
Freddie Mac K-Series	235,810	100,427	17,723	118,150	5.01 %	11.34 %	8.34
Interest Only (6)	3,650,693	46,606	3,250	49,856	0.23 %	6.64 %	3.02
Commercial Real Estate Loans (7)	158,686	158,000	686	158,686	6.82 %	7.17 %	1.92
Total Commercial Investments	4,322,209	567,266	22,443	589,709	0.82 %	7.25 %	3.33
Total Credit Investments	7,093,566	1,987,063	96,515	2,083,578	1.74 %	6.53 %	3.98
Total: Investment Portfolio	$ 12,737,666	$ 4,264,385	$ 152,819	$ 4,417,204	2.34 %	4.82 %	4.69
Investments in Debt and Equity of Affiliates	$ 1,676,838	$ 361,992	$ 11,134	$ 373,126	1.82 %	6.75 %	2.71
Total: GAAP Investment Portfolio	$ 11,060,828	$ 3,902,393	$ 141,685	$ 4,044,078	2.41 %	4.57 %	4.94

(1) Refer to "Off-balance sheet arrangements" section below and Note 2 to the "Notes of the Consolidated Financial Statements" section for more detail on what is included in our "Investments in debt and equity of affiliates" line item on our consolidated balance sheet and a discussion of Investments in debt and equity of affiliates.
(2) Equity residuals, principal only securities and Excess MSRs with a zero coupon rate are excluded from this calculation.
(3) Weighted average life is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(4) Within Agency RMBS, Excess MSRs whose underlying collateral is securitized in a trust held by a U.S. government agency or GSE. Within Residential Investments, Excess MSRs whose underlying collateral is securitized in a trust not held by a U.S. government agency or GSE.
(5) Non-Agency RMBS with credit scores above 700, between 700 and 620 and below 620 at origination are classified as Prime, Alt-A, and Subprime, respectively. The weighted average credit scores of our Prime and Alt-A/Subprime Non-Agency RMBS were 719 and 674, respectively.
(6) Comprised of Freddie Mac K-Series interest-only bonds.
(7) Yield on Commercial Real Estate Loans includes any exit fees.

The following table presents the fair value ($ in thousands) and the CPR experienced on our GAAP Agency RMBS portfolio for the periods presented:

	Fair Value		CPR (1)(2)	
Agency RMBS	**March 31, 2020**	**December 31, 2019**	**March 31, 2020**	**December 31, 2019**
30 Year Fixed Rate (3)	$ —	$ 2,241,298	9.4 %	8.1 %
Fixed Rate CMO (4)	—	—	— %	8.2 %
Inverse Interest Only	13,606	38,238	14.9 %	11.7 %
Interest Only	9,526	35,903	12.2 %	10.3 %
Total/Weighted Average	$ 23,132	$ 2,315,439	9.5 %	8.2 %

(1) Represents the weighted average monthly CPRs published during the quarter ended of March 31, 2020 and year ended December 31, 2019 for our in-place portfolio during the same period.
(2) Source: Bloomberg.
(3) We held 30 Year Fixed Rate Agency RMBS during 2020, but sold them prior to March 31, 2020.
(4) We held Fixed Rate CMOs during 2019, but sold them prior to December 31, 2019.

The following table presents the fair value of the securities and loans in our credit portfolio, and a reconciliation to our GAAP credit portfolio (in thousands):

	Fair Value	
	March 31, 2020	**December 31, 2019**
Non-Agency RMBS (1)	$ 297,194	$ 835,325
CMBS (2)	140,457	431,023
Total Credit securities	437,651	1,266,348
Residential loans (3)	987,778	658,544
Commercial real estate loans	158,051	158,686
Total loans	1,145,829	817,230
Total Credit investments	$ 1,583,480	$ 2,083,578
Less: Investments in Debt and Equity of Affiliates	$ 341,933	$ 372,571
Total GAAP Credit Portfolio	$ 1,241,547	$ 1,711,007

(1) Includes investments in Prime, Alt-A/Subprime, Credit Risk Transfer, Non-U.S RMBS, Interest-Only and Excess MSR, Re/Non-Performing Loans, Non-QM Loans, and Land Related Financing held in securitized form.
(2) Includes CMBS, Freddie Mac K-Series, and Interest-Only investments.
(3) Includes Re/Non-Performing Loans, Non-QM Loans, and Land Related Financing not held in securitized form.

The following table presents certain information grouped by vintage as it relates to our credit securities portfolio as of March 31, 2020 ($ in thousands). We have also presented a reconciliation to GAAP.

Credit Securities:	Current Face	Amortized Cost	Unrealized Mark-to-Market	Fair Value (1)	Weighted Average Coupon (2)	Weighted Average Yield	Weighted Average Life (Years) (3)
Pre 2009	$ 74,461	$ 53,535	$ 1,414	$ 54,949	4.82 %	7.65 %	15.23
2010	980	865	(59)	806	1.86 %	6.58 %	2.48
2011	4,376	3,919	(479)	3,440	4.42 %	4.87 %	4.19
2013	73,028	13,895	(1,642)	12,253	2.05 %	7.29 %	2.39
2014	29,862	21,753	1,682	23,435	4.43 %	18.49 %	5.96
2015	409,105	53,919	571	54,490	1.37 %	4.34 %	5.24
2016	216,287	12,951	(462)	12,489	0.90 %	9.09 %	4.44
2017	247,326	40,745	(2,607)	38,138	0.98 %	5.82 %	3.62
2018	227,390	62,200	(21,438)	40,762	1.42 %	5.09 %	5.84
2019	1,213,460	226,345	(47,593)	178,752	1.44 %	10.15 %	4.31
2020	303,403	24,824	(6,687)	18,137	0.92 %	14.19 %	3.74
Total: Credit Securities	$ 2,799,678	$ 514,951	$ (77,300)	$ 437,651	1.47 %	8.72 %	4.71
Investments in Debt and Equity of Affiliates	$ 1,536,378	$ 134,006	$ (12,778)	$ 121,228	0.80 %	14.15 %	4.05
Total: GAAP Basis	$ 1,263,300	$ 380,945	$ (64,522)	$ 316,423	2.01 %	6.64 %	5.52

(1) Certain Re/Non-Performing Loans held in securitized form are presented net of non-recourse securitized debt.
(2) Equity residual investments and principal only securities are excluded from this calculation.
(3) Weighted average life is based on projected life. Typically, actual maturities of mortgage-backed securities are shorter than stated contractual maturities. Actual maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.

The following table presents certain information grouped by vintage as it relates to our credit securities portfolio as of December 31, 2019 ($ in thousands). We have also presented a reconciliation to GAAP.

Credit Securities:	Current Face	Amortized Cost	Unrealized Mark-to-Market	Fair Value (1)	Weighted Average Coupon (2)	Weighted Average Yield	Weighted Average Life (Years) (3)
Pre 2009	$ 278,125	$ 198,225	$ 25,099	$ 223,324	5.07 %	7.12 %	12.67
2010	1,070	948	42	990	1.97 %	6.68 %	2.94
2011	4,812	4,302	29	4,331	4.44 %	5.73 %	4.93
2012	3,740	3,062	510	3,572	4.05 %	7.61 %	3.42
2013	76,869	17,724	1,367	19,091	2.18 %	7.06 %	2.58
2014	974,525	38,454	4,320	42,774	0.31 %	10.46 %	0.56
2015	895,235	108,425	17,520	125,945	0.84 %	9.24 %	4.22
2016	1,139,729	80,162	11,595	91,757	0.60 %	8.67 %	4.57
2017	1,054,591	176,767	8,632	185,399	0.88 %	6.43 %	4.27
2018	275,234	104,090	3,040	107,130	2.08 %	5.48 %	5.77
2019	1,498,432	449,682	12,353	462,035	2.07 %	6.05 %	2.73
Total: Credit Securities	$ 6,202,362	$ 1,181,841	$ 84,507	$ 1,266,348	1.24 %	6.92 %	3.78
Investments in Debt and Equity of Affiliates	$ 1,311,008	$ 123,152	$ 8,803	$ 131,955	0.78 %	9.50 %	2.50
Total: GAAP Basis	$ 4,891,354	$ 1,058,689	$ 75,704	$ 1,134,393	1.31 %	6.62 %	4.13

(1) Certain Re/Non-Performing Loans held in securitized form are recorded net of non-recourse securitized debt.
(2) Equity residual investments and principal only securities are excluded from this calculation.
(3) Weighted average life is based on projected life. Typically, actual maturities of mortgage-backed securities are shorter than stated contractual maturities. Actual maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.

The following table presents the fair value of our credit securities portfolio by credit rating as of March 31, 2020 and December 31, 2019 (in thousands):

Credit Rating - Credit Securities (1)	March 31, 2020 (2)	December 31, 2019 (2)
AAA	$ 687	$ 4,975
A	11,859	13,792
BBB	13,332	65,454
BB	37,923	106,311
B	62,432	226,083
Below B	31,161	103,985
Not Rated	280,257	745,748
Total: Credit Securities	$ 437,651	$ 1,266,348
Less: Investments in Debt and Equity of Affiliates	$ 121,228	$ 131,955
Total: GAAP Basis	$ 316,423	$ 1,134,393

(1) Represents the minimum rating for rated assets of S&P, Moody and Fitch credit ratings, stated in terms of the S&P equivalent.
(2) Certain Re/Non-Performing Loans held in securitized form are presented net of non-recourse securitized debt.

The following tables present the geographic concentration of the underlying collateral for our Non-Agency RMBS and CMBS portfolios ($ in thousands):

March 31, 2020

Non-Agency RMBS			CMBS (1)		
State	**Fair Value (2)**	**Percentage (2)**	**State**	**Fair Value**	**Percentage**
California	$ 65,697	28.5 %	California	$ 19,519	13.9 %
New York	26,407	11.5 %	Florida	17,304	12.3 %
Florida	23,331	10.1 %	Texas	15,631	11.1 %
Maryland	9,289	4.0 %	New York	15,093	10.7 %
New Jersey	8,154	3.5 %	New Jersey	10,686	7.6 %
Other	164,316	42.4 %	Other	62,224	44.4 %
Total	$ 297,194	100.0 %	**Total**	$ 140,457	100.0 %

(1) CMBS includes all commercial credit securities, including CMBS, Freddie Mac K-Series, and Interest-Only investments.
(2) Non-Agency RMBS fair value includes $66.9 million of investments where there was no data regarding the underlying collateral. These positions were excluded from the percent calculation.

December 31, 2019

Non-Agency RMBS			CMBS (1)		
State	**Fair Value (2)**	**Percentage (2)**	**State**	**Fair Value**	**Percentage**
California	$ 174,569	24.5 %	California	$ 52,647	12.2 %
Florida	62,796	8.8 %	New York	46,317	10.7 %
New York	57,931	8.1 %	Texas	45,619	10.6 %
Texas	33,890	4.8 %	Florida	45,032	10.4 %
New Jersey	22,736	3.3 %	New Jersey	31,396	7.3 %
Other	483,403	50.5 %	Other	210,012	48.8 %
Total	$ 835,325	100.0 %	**Total**	$ 431,023	100.0 %

(1) CMBS includes all commercial credit securities, including CMBS, Freddie Mac K-Series, and Interest-Only investments.
(2) Non-Agency RMBS fair value includes $123.0 million of investments where there was no data regarding the underlying collateral. These positions were excluded from the percent calculation.

See Note 4 to the "Notes to Consolidated Financial Statements (unaudited)" for a breakout of geographic concentration of credit risk within loans we include in the "Residential mortgage loans, at fair value" line item on our consolidated balance sheets.

The following tables present certain information regarding credit quality for certain categories within our Non-Agency RMBS and CMBS portfolios ($ in thousands):

March 31, 2020

Non-Agency RMBS*

Category	Fair Value	Weighted Average 60+ Days Delinquent	Weighted Average Loan Age (Months)	Weighted Average Credit Enhancement
Prime	$ 75,363	10.6 %	133.3	16.1 %
Alt-A/Subprime	52,473	13.0 %	163.6	17.7 %
Credit Risk Transfer	19,942	0.4 %	16.1	0.5 %
Non-U.S. RMBS	25,641	6.3 %	105.6	7.1 %

CMBS*

Category	Fair Value	Weighted Average 60+ Days Delinquent	Weighted Average Loan Age (Months)	Weighted Average Credit Enhancement
CMBS	$ 112,147	0.6 %	23.5	9.9 %
Freddie Mac K Series	9,258	0.1 %	19.0	0.0 %

December 31, 2019

Non-Agency RMBS*

Category	Fair Value	Weighted Average 60+ Days Delinquent	Weighted Average Loan Age (Months)	Weighted Average Credit Enhancement
Prime	$ 241,887	10.6 %	136.7	9.8 %
Alt-A/Subprime	122,712	12.8 %	162.3	17.7 %
Credit Risk Transfer	279,955	0.4 %	24.5	1.8 %
Non-U.S. RMBS	57,731	7.3 %	147.8	15.8 %

CMBS*

Category	Fair Value	Weighted Average 60+ Days Delinquent	Weighted Average Loan Age (Months)	Weighted Average Credit Enhancement
CMBS	$ 263,017	0.2 %	22.1	9.3 %
Freddie Mac K Series	118,150	0.6 %	45.3	0.4 %

*Sources: Intex, Trepp

The following table presents detail on our commercial real estate loan portfolio on March 31, 2020 ($ in thousands).

Loan (1)(2)	Current Face	Premium (Discount)	Amortized Cost	Gross Unrealized Losses	Fair Value (3)	Weighted Average Coupon (4)	Weighted Average Yield (5)	Weighted Average Life (Years) (6)	Initial Stated Maturity Date	Extended Maturity Date (7)	Location	Collateral Type
Loan G (8)	$ 52,089	$ —	$ 52,089	$ (4,226)	$ 47,863	5.76 %	5.76 %	1.46	July 9, 2020	July 9, 2022	CA	Condo, Retail, Hotel
Loan H (8) (9)	36,000	—	36,000	(1,800)	34,200	4.71 %	4.71 %	0.19	March 9, 2019	June 9, 2020	AZ	Office
Loan I (10)	14,646	(181)	14,465	(819)	13,646	11.51 %	12.85 %	2.05	February 9, 2021	February 9, 2023	MN	Office, Retail
Loan J (8)	5,220	—	5,220	(1,500)	3,720	6.23 %	6.23 %	2.20	January 1, 2023	January 1, 2024	NY	Hotel, Retail
Loan K (11)	11,172	—	11,172	(1,000)	10,172	10.59 %	11.74 %	0.93	May 22, 2021	February 22, 2024	NY	Hotel, Retail
Loan L (11)	51,000	(538)	50,462	(2,012)	48,450	5.41 %	5.75 %	4.37	July 22, 2022	July 22, 2024	IL	Hotel, Retail
	$ 170,127	$ (719)	$ 169,408	$ (11,357)	$ 158,051	6.26 %	6.53 %	2.11				

(1) We have the contractual right to receive a balloon payment for each loan.
(2) See our "Off-balance sheet arrangements" section below for details on our commitments on commercial real estate loans as of March 31, 2020.
(3) Pricing is reflective of marks on unfunded commitments.
(4) Each commercial real estate loan investment has a variable coupon rate.
(5) Yield includes any exit fees.
(6) Actual maturities of commercial real estate loans may be shorter than stated contractual maturities. Maturities are affected by prepayments of principal.
(7) Represents the maturity date of the last possible extension option.
(8) Loan G, Loan H, and Loan J are first mortgage loans.
(9) Subsequent to quarter end, Loan H was sold.
(10) Loan I is a mezzanine loan.
(11) Loan K and Loan L are comprised of first mortgage and mezzanine loans.

The following table presents detail on our commercial real estate loan portfolio on December 31, 2019 ($ in thousands).

Loan (1)	Current Face	Premium (Discount)	Amortized Cost	Gross Unrealized Gains	Fair Value	Weighted Average Coupon (2)	Weighted Average Yield (3)	Weighted Average Life (Years) (4)	Initial Stated Maturity Date	Extended Maturity Date (5)	Location	Collateral Type
Loan G (6)	$ 45,856	$ —	$ 45,856	$ —	$ 45,856	6.46 %	6.46 %	0.53	July 9, 2020	July 9, 2022	CA	Condo, Retail, Hotel
Loan H (6)	36,000	—	36,000	—	36,000	5.49 %	5.49 %	0.19	March 9, 2019	June 9, 2020	AZ	Office
Loan I (7)	11,992	(184)	11,808	184	11,992	12.21 %	14.51 %	1.04	February 9, 2021	February 9, 2023	MN	Office, Retail
Loan J (6)	4,674	—	4,674	—	4,674	6.36 %	6.36 %	2.12	January 1, 2023	January 1, 2024	NY	Hotel, Retail
Loan K (8)	9,164	—	9,164	—	9,164	10.71 %	11.86 %	1.72	May 22, 2021	February 22, 2024	NY	Hotel, Retail
Loan L (8)	51,000	(502)	50,498	502	51,000	6.16 %	6.50 %	4.63	July 22, 2022	July 22, 2024	IL	Hotel, Retail
	$ 158,686	$ (686)	$ 158,000	$ 686	$ 158,686	6.82 %	7.17 %	1.92				

(1) We have the contractual right to receive a balloon payment for each loan.
(2) Each commercial real estate loan investment has a variable coupon rate.
(3) Yield includes any exit fees.
(4) Actual maturities of commercial real estate loans may be shorter than stated contractual maturities. Weighted average maturities are affected by prepayments of principal.
(5) Represents the maturity date of the last possible extension option.
(6) Loan G, Loan H, and Loan J are first mortgage loans.
(7) Loan I is a mezzanine loan.
(8) Loan K and Loan L are comprised of first mortgage and mezzanine loans.

Financing activities

Prior to the recent turmoil in the financial markets, we sought to achieve a balanced and diverse funding mix to finance our assets and operations, which included a combination of short-term borrowings, such as repurchase agreements with terms typically of 30-90 days, longer term repurchase agreement borrowings, and longer term financings, such as securitizations and revolving facilities, with terms longer than one year. We have explored and will continue in the near term to explore additional financing arrangements to further strengthen our balance sheet and position ourselves for future investment opportunities, including, without limitation, issuances of equity or debt securities and longer-termed financing arrangements; however, no assurance can be given that we will be able to access any such financing or the size, timing or terms thereof.

In Q1 2020, in response to the unprecedented illiquidity and drop in demand for MBS due to the COVID-19 pandemic, which resulted in a significant decline in the value of our assets, which, in turn, resulted in an unusually high number of margin calls from our financing counterparties, we reduced our overall exposure to our financing counterparties by selling a significant portion of our investment portfolio and reducing the amount of our financing arrangements from $3.2 billion to $969.9 million on a GAAP basis and from $3.5 billion to $1.2 billion on a Non-GAAP basis, including a reduction in our repurchase agreement balance from $3.2 billion to $527.4 million. Our revolving facilities balance increased from $296.5 million to $703.8 million due primarily to the financing of our purchase of a residential mortgage loan portfolio with a gross aggregate acquisition fair value of $450.3 million. Additionally, the Federal Reserve cut the federal funds rate by a total of 150 basis points during Q1 2020. As previously described, we sold our entire portfolio of 30 year fixed rate Agency RMBS in March of 2020. As a result, our investment portfolio was primarily comprised of Credit Investments as of March 31, 2020. As financing costs on our Credit Investments are typically higher than financing costs on our Agency RMBS portfolio, our cost of financing increased from 2.51% at December 31, 2019 to 3.25% at March 31, 2020.

On March 20, 2020, we notified our financing counterparties that we did not expect to be in a position to fund the anticipated volume of future margin calls under our financing arrangements in the near term as a result of market disruptions created by the COVID-19 pandemic. Since March 23, 2020, we have received notifications of alleged events of default and deficiency notices from several of our financing counterparties. Subject to the terms of the applicable financing arrangement, if we fail to deliver additional collateral or otherwise meet margin calls when due, the financing counterparties may be able to demand immediate payment by us of the aggregate outstanding financing obligations owed to such counterparties, and if such financing obligations are not paid, may be permitted to sell the financed assets and apply the proceeds to our financing obligations and/or take ownership of the assets securing our financing obligations. During this period of market upheaval, we engaged in discussions with our financing counterparties with regard to entering into forbearance agreements pursuant to which each counterparty would agree to forbear from exercising its rights and remedies with respect to an event of default under the applicable financing arrangement for an agreed-upon period. Subsequent to quarter end, on April 10, 2020, we entered into a forbearance agreement for an initial 15 day period, a second forbearance agreement on April 27, 2020, for an extended period ending on June 1, 2020, and a third forbearance agreement on June 1, 2020 for an additional period ending June 15, 2020 (collectively, the "Forbearance Agreement") with certain of our financing counterparties (the "Participating Counterparties"). Pursuant to the terms of the Forbearance Agreement, the Participating Counterparties agreed to forbear from exercising any of their right and remedies in respect of events of default and any and all other defaults under the applicable financing arrangement with us for the duration of the forbearance period specified in the Forbearance Agreement (the "Forbearance Period").

On June 10, 2020, we entered into a Reinstatement Agreement with the Participating Counterparties, pursuant to which the parties agreed to terminate the Forbearance Agreement and each Participating Counterparty agreed to permanently waive all existing and prior events of default under our financing agreements (each, a “Bilateral Agreement”) and to reinstate each Bilateral Agreement, as it may be amended by agreement between the Participating Counterparty and the Company. As a result of the termination of the Forbearance Agreement and entry into the Reinstatement Agreement, default interest on the our outstanding borrowings under each Bilateral Agreement will cease to accrue as of June 10, 2020 and the interest rate shall be the non-default rate of interest or pricing rate, as set forth in the applicable Bilateral Agreements, all cash margin will be applied to outstanding balances we owe, and the DTC repo tracker coding for each Bilateral Agreement will be reinstated, thereby allowing principal and interest payments on the underlying collateral to flow to and be used by us, just as it was before the prior forbearance agreements were put in place. In addition, pursuant to the terms of the Reinstatement Agreement, the security interests granted to Participating Counterparties as additional collateral under the various forbearance agreements are being terminated and released. We also agreed to pay the reasonable fees and out-of-pocket expenses of counsel and other professional advisors for the Participating Counterparties and the collateral agent. Additionally, the Reinstatement Agreement provides a set of financial covenants that override and replace the financial covenants in each Bilateral Agreement and sets forth various reporting requirements from the Company to the Participating Counterparties, releases, certain netting obligations and cross-default provisions. In connection with the negotiation and execution of the Reinstatement Agreement, we entered into certain amendments to the Bilateral Agreements with certain of the Participating Counterparties to reflect current market terms. In general, the amendments reflect increased haircuts and higher coupons.

On June 10, 2020, we also entered a separate reinstatement agreement with JPMorgan Chase Bank (the “JPM Reinstatement Agreement”) on substantially the same terms as those set forth in the Reinstatement Agreement. The Reinstatement Agreement and the JPM Reinstatement Agreement collectively cover all of our existing financing arrangements as of the date of this Report.

As previously described, through the end of March and subsequent to the end of the quarter, we sold certain assets in an effort to satisfy outstanding financing obligations and reduce our exposure to various counterparties. As of June 10, 2020, we had met all margin call requirements. Refer to Note 13 in the "Notes to Consolidated Financial Statements (Unaudited)" for more information on outstanding deficiencies.

We use leverage to finance the purchase of our target assets. In 2020 and 2019, our leverage has primarily been in the form of repurchase agreements, facilities, and securitized debt. Repurchase agreements involve the sale and a simultaneous agreement to repurchase the transferred assets or similar assets at a future date. The amount borrowed generally is equal to the fair value of the assets pledged less an agreed-upon discount, referred to as a "haircut." The size of the haircut reflects the perceived risk associated with the pledged asset. Haircuts may change as our financing arrangements mature or roll and are sensitive to governmental regulations. We experienced fluctuations in our haircuts that caused us to alter our business and financing strategies for the three months ended March 31, 2020. As previously described, this resulted in us raising liquidity and de-risking our portfolio. Through asset sales and related debt pay-offs, we have reduced the aggregate number of our financing counterparties, bringing the counterparties we have debt outstanding with down from 30 as of December 31, 2019 to 18 as of March 31, 2020. We have further reduced the number of our outstanding financing counterparties to 5 on a GAAP basis and to 6 on a non-GAAP basis subsequent to quarter end.

Our repurchase agreements are accounted for as financings and require the repurchase of the transferred securities or loans or repayment of the advance at the end of each agreement’s term, typically 30 to 90 days. If we maintain the beneficial interest in the specific assets pledged during the term of the borrowing, we receive the related principal and interest payments. If we do not maintain the beneficial interest in the specific assets pledged during the term of the borrowing, we will have the related principal and interest payments remitted to us by the lender. Interest rates on borrowings are fixed based on prevailing rates corresponding to the terms of the borrowings, and interest is paid at the termination of the borrowing at which time we may enter into a new borrowing arrangement at prevailing market rates with the same counterparty or repay that counterparty and negotiate financing with a different counterparty.

We have also entered into revolving facilities to purchase certain loans in our investment portfolio. These facilities typically have longer stated maturities than repurchase agreements. Interest rates on these facilities are based on prevailing rates corresponding to the terms of the borrowings, and interest is paid on a monthly basis. Additionally, these facilities contain representations, warranties, covenants, including financial covenants, events of default and indemnities that are customary for agreements of these types.

In response to declines in fair value of pledged assets due to changes in market conditions or the publishing of monthly security paydown factors, lenders typically require us to post additional assets as collateral, pay down borrowings or establish cash margin accounts with the counterparties in order to re-establish the agreed-upon collateral requirements, referred to as margin calls.

The following table presents the quarter-end balance, average quarterly balance and maximum balance at any month-end for our (i) financing arrangements on our investment portfolio and U.S Treasury securities ("Non-GAAP Basis" below), and (ii) financing arrangements through affiliated entities, excluding any financing utilized in our investment in AG Arc, with a reconciliation of all quarterly figures to GAAP ("GAAP Basis" below) (in thousands). Refer to the "Hedging Activities" section below for more information on repurchase agreements secured by U.S. Treasury securities.

Quarter Ended	Quarter-End Balance	Average Quarterly Balance	Maximum Balance at Any Month-End
March 31, 2020			
Non-GAAP Basis	$ 1,231,231	$ 2,878,844	$ 3,904,578
Less: Investments in Debt and Equity of Affiliates	261,374	260,737	280,195
GAAP Basis	$ 969,857	$ 2,618,107	$ 3,624,383
December 31, 2019			
Non-GAAP Basis	$ 3,490,884	$ 3,703,921	$ 3,929,708
Less: Investments in Debt and Equity of Affiliates	257,416	240,602	257,830

GAAP Basis	$ 3,233,468	$ 3,463,319	$ 3,671,878
September 30, 2019			
Non-GAAP Basis	$ 3,720,937	$ 3,301,725	$ 3,720,937
Less: Investments in Debt and Equity of Affiliates	195,949	238,144	279,478
GAAP Basis	$ 3,524,988	$ 3,063,581	$ 3,441,459
June 30, 2019			
Non-GAAP Basis	$ 3,074,536	$ 3,166,610	$ 3,263,481
Less: Investments in Debt and Equity of Affiliates	183,286	216,024	238,045
GAAP Basis	$ 2,891,250	$ 2,950,586	$ 3,025,436
March 31, 2019			
Non-GAAP Basis	$ 3,290,383	$ 3,069,958	$ 3,290,383
Less: Investments in Debt and Equity of Affiliates	177,548	174,672	179,524
GAAP Basis	$ 3,112,835	$ 2,895,286	$ 3,110,859
December 31, 2018			
Non-GAAP Basis	$ 2,860,227	$ 2,851,744	$ 2,866,872
Less: Investments in Debt and Equity of Affiliates	139,739	125,851	139,739
GAAP Basis	$ 2,720,488	$ 2,725,893	$ 2,727,133
September 30, 2018			
Non-GAAP Basis	$ 2,913,543	$ 2,862,935	$ 2,913,543
Less: Investments in Debt and Equity of Affiliates	102,149	92,833	102,149
GAAP Basis	$ 2,811,394	$ 2,770,102	$ 2,811,394
June 30, 2018			
Non-GAAP Basis	$ 2,719,376	$ 2,792,123	$ 2,932,186
Less: Investments in Debt and Equity of Affiliates	85,194	170,006	213,489
GAAP Basis	$ 2,634,182	$ 2,622,117	$ 2,718,697
March 31, 2018			
Non-GAAP Basis	$ 3,035,398	$ 2,954,404	$ 3,043,392
Less: Investments in Debt and Equity of Affiliates	208,819	77,309	208,819
GAAP Basis	$ 2,826,579	$ 2,877,095	$ 2,834,573
December 31, 2017			
Non-GAAP Basis	$ 3,011,591	$ 2,882,548	$ 3,011,591
Less: Investments in Debt and Equity of Affiliates	7,184	8,849	9,807
GAAP Basis	$ 3,004,407	$ 2,873,699	$ 3,001,784
September 30, 2017			
Non-GAAP Basis	$ 2,703,069	$ 2,596,533	$ 2,746,151
Less: Investments in Debt and Equity of Affiliates	8,517	8,697	8,869
GAAP Basis	$ 2,694,552	$ 2,587,836	$ 2,737,282
June 30, 2017			
Non-GAAP Basis	$ 2,265,227	$ 2,209,991	$ 2,339,133
Less: Investments in Debt and Equity of Affiliates	8,485	8,806	9,116
GAAP Basis	$ 2,256,742	$ 2,201,185	$ 2,330,017
March 31, 2017			
Non-GAAP Basis	$ 1,887,767	$ 1,813,668	$ 1,887,766
Less: Investments in Debt and Equity of Affiliates	8,424	8,788	9,172
GAAP Basis	$ 1,879,343	$ 1,804,880	$ 1,878,594

The balance on our financing arrangements can reasonably be expected to (i) increase as the size of our investment portfolio increases primarily through equity capital raises and as we increase our investment allocation to Agency RMBS and (ii) decrease as the size of our portfolio decreases through asset sales, principal paydowns, and as we increase our investment allocation to credit investments. Credit investments, due to their risk profile, have lower leverage ratios than Agency RMBS,

which restricts our financing counterparties from providing as much financing to us and lowers the balance of our total financing.

Financing arrangements on our investment portfolio

As of March 31, 2020, we had received notifications from several of our financing counterparties of alleged events of default under their financing agreements, and of those counterparties' intentions to accelerate our performance obligations under the relevant agreements as a result of our inability to meet certain margin calls as a result of market disruptions created by the COVID-19 pandemic. As discussed above, until a formal agreement was reached, we negotiated with our financing counterparties regarding the lenders' forbearance from exercising their rights and remedies under their applicable financing arrangements. While as of March 31, 2020 certain lenders had accelerated our obligations under their applicable financing arrangements, once subject to the Reinstatement Agreement, the Participating Counterparties agreed to extend the maturity dates of each of their respective repurchase agreements as determined by their respective Bilateral Agreements. As a result, we have not presented the maturity of our financing arrangements as of March 31, 2020 in the tables below. Additionally, due to declines in the fair value of our portfolio, certain haircuts were negative as of March 31, 2020. Subsequent to quarter end, as a result of asset sales and delevering, we had positive equity in our investments and positive haircuts. As of June 10, 2020 we had met all margin calls related to our financing arrangements. Refer to Note 13 in the "Notes to Consolidated Financial Statements (Unaudited)" for more information on outstanding deficiencies.

We continue to take steps to manage and de-lever our portfolio. Through asset sales and related debt pay-offs, we have reduced our exposure to various counterparties, bringing the counterparties with debt outstanding down from 30 as of December 31, 2019 to 18 as of March 31, 2020. See Note 7 to the "Notes to Consolidated Financial Statements (unaudited)" for a description of our material financing arrangements as of March 31, 2020.

Our financing arrangements generally include customary representations, warranties, and covenants, but may also contain more restrictive supplemental terms and conditions. Although specific to each repurchase agreement, typical supplemental terms include requirements of minimum equity, leverage ratios, performance triggers or other financial ratios.

The following table presents a summary of the financing arrangements on our investment portfolio as of March 31, 2020 and December 31, 2019 (in thousands).

	March 31, 2020	December 31, 2019
Repurchase agreements	$ 527,442	$ 3,194,409
Revolving facilities (1)	703,789	296,475
Total: Non-GAAP Basis	$ 1,231,231	$ 3,490,884
Investments in Debt and Equity of Affiliates	$ 261,374	$ 257,416
Total: GAAP Basis	$ 969,857	$ 3,233,468

(1) Increasing our borrowing capacity under a majority of our revolving facilities requires consent of the lenders.

The following table presents a summary of the financing arrangements on our Investment Portfolio as of March 31, 2020 ($ in thousands):

	Agency		Credit		Total	
	Balance	Weighted Average Funding Cost	Balance	Weighted Average Funding Cost	Balance	Weighted Average Funding Cost
Total: Non-GAAP Basis	$ 21,522	1.87 %	$ 1,209,709	3.36 %	$ 1,231,231	3.33 %
Investments in Debt and Equity of Affiliates	$ —	—	$ 261,374	4.94 %	$ 261,374	4.94 %
Total: GAAP Basis	$ 21,522	1.87 %	$ 948,335	2.92 %	$ 969,857	2.90 %

The following table presents a summary of the financing arrangements by maturity on our Investment Portfolio as of December 31, 2019 ($ in thousands):

Financing Arrangements Maturing Within: (1)	Agency		Credit		Total	
	Balance	Weighted Average Funding Cost	Balance	Weighted Average Funding Cost	Balance	Weighted Average Funding Cost
30 days or less	$ 1,011,185	2.05 %	$ 587,325	2.92 %	$ 1,598,510	2.37 %
31-60 days	1,098,093	1.96 %	470,568	3.29 %	1,568,661	2.36 %
61-90 days	—	—	71,753	2.99 %	71,753	2.99 %
91-180 days	—	—	20,384	3.79 %	20,384	3.79 %
Greater than 180 days	—	—	231,576	3.90 %	231,576	3.90 %
Total: Non-GAAP Basis	$ 2,109,278	2.01 %	$ 1,381,606	3.23 %	$ 3,490,884	2.49 %
Investments in Debt and Equity of Affiliates	$ —	—	$ 257,416	3.94 %	$ 257,416	3.94 %
Total: GAAP Basis	$ 2,109,278	2.01 %	$ 1,124,190	3.07 %	$ 3,233,468	2.38 %

(1) As of December 31, 2019, our weighted average days to maturity is 94 days and our weighted average original days to maturity is 164 days on a GAAP Basis. As of December 31, 2019, our weighted average days to maturity is 92 days and our weighted average original days to maturity is 196 days on a Non-GAAP Basis.

Repurchase agreements

The following table presents, as of March 31, 2020, a summary of the repurchase agreements on our real estate securities ($ in thousands). It also reconciles these items to GAAP:

	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Haircut
Total: Non-GAAP Basis	$ 394,878	2.56 %	2.56 %	2.1 %
Investments in Debt and Equity of Affiliates	$ 82,556	3.64 %	3.64 %	12.4 %
Total: GAAP Basis	$ 312,322	2.27 %	2.27 %	(0.6) %

The following table presents, as of December 31, 2019, a summary of the repurchase agreements by maturity on our real estate securities ($ in thousands). It also reconciles these items to GAAP:

Repurchase Agreements Maturing Within:	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Days to Maturity	Weighted Average Haircut
30 days or less	$ 1,598,510	2.37 %	2.37 %	14	9.8 %
31-60 days	1,366,178	2.13 %	2.13 %	46	7.0 %
61-90 days	71,753	2.99 %	2.99 %	67	23.5 %
91-180 days	20,384	3.79 %	3.79 %	176	21.1 %
Greater than 180 days	2,973	3.79 %	3.79 %	283	23.7 %
Total: Non-GAAP Basis	$ 3,059,798	2.29 %	2.29 %	31	9.0 %
Investments in Debt and Equity of Affiliates	$ 72,443	3.76 %	3.76 %	67	29.8 %
Total: GAAP Basis	$ 2,987,355	2.25 %	2.25 %	30	8.5 %

The decrease in the balance of our repurchase agreements from December 31, 2019 to March 31, 2020 is due primarily to selling collateral in order to meet margin calls.

The following table presents, as of March 31, 2020, a summary of our repurchase agreements on our Re/Non-performing loans ($ in thousands).

	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Haircut
Total: GAAP Basis	$ 129,194	2.63 %	2.99 %	7.0 %

The following table presents, as of December 31, 2019, a summary of repurchase agreements on our Re/Non-performing loans ($ in thousands).

Repurchase Agreements Maturing Within:	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Days to Maturity	Weighted Average Haircut
31-60 days	$ 24,584	3.14 %	3.14 %	56	33.7 %
Greater than 180 days	107,010	3.61 %	3.80 %	727	19.3 %
Total: GAAP Basis	$ 131,594	3.53 %	3.68 %	602	22.0 %

The following table presents, as of March 31, 2020, a summary of repurchase agreements on our commercial real estate loans ($ in thousands).

	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Haircut
Total: GAAP Basis	$ 3,370	3.76 %	5.13 %	9.4 %

The following table presents, as of December 31, 2019, a summary of repurchase agreements on our commercial real estate loans ($ in thousands).

Repurchase Agreements Maturing Within:	Balance	Weighted Average Rate	Weighted Average Funding Cost	Weighted Average Days to Maturity	Weighted Average Haircut
Greater than 180 days	$ 3,017	4.46 %	5.89 %	1,097	35.4 %

Financing facilities

The following table presents information regarding revolving facilities as of March 31, 2020 and December 31, 2019 ($ in thousands). It also reconciles these items to GAAP.

			March 31, 2020				December 31, 2019		
Facility	Investment	Maturity Date	Rate	Funding Cost (1)	Balance	Maximum Aggregate Borrowing Capacity	Rate	Funding Cost (1)	Balance
Revolving facility B (2)(3)	Re/Non-performing loans	June 28, 2021	3.61 %	3.61 %	$ 20,627	$ 110,000	3.80 %	3.80 %	$ 21,546
Revolving facility C (2)(3)	Commercial loans	August 10, 2023	2.80 %	3.05 %	94,007	100,000	3.85 %	4.01 %	89,956
Revolving facility D (2)(3)	Non-QM loans	February 16, 2021	2.84 %	5.62 %	172,059	312,130	3.61 %	4.02 %	177,899
Revolving facility E (2)	Re/Non-performing loans	November 25, 2020	2.90 %	2.90 %	1,670	1,670	3.73 %	3.73 %	1,808
Revolving facility F (2)	Re/Non-performing loans	July 25, 2021	3.42 %	3.42 %	5,089	14,120	3.55 %	3.55 %	5,266
Revolving facility G (2)(3)	Re/Non-performing loans	January 26, 2021	3.16 %	3.26 %	410,337	440,000	—	—	—
Total: Non-GAAP Basis					$ 703,789	$ 977,920			$ 296,475
Investments in Debt and Equity of Affiliates					$ 178,818	$ 327,920			$ 184,973
Total: GAAP Basis					$ 524,971	$ 650,000			$ 111,502

(1) Funding costs represent the stated rate inclusive of any deferred financing costs.
(2) Under the terms of our financing agreements, the counterparties may, in certain cases, sell or re-hypothecate the pledged collateral.
(3) Increasing our borrowing capacity under this facility requires consent of the lender. See Note 7 to the "Notes to Consolidated Financial Statements (unaudited)" for more detail on Revolving Facility G.

The increase in our Revolving facility G balance from December 31, 2019 to March 31, 2020 is due primarily to financing obtained to purchase a new pool of Re/nonperforming loans during the period.

As previously mentioned, on May 28, 2020, we entered into a MLPSA. The MLPSA provided for the Loan Sale which closed on May 28, 2020, resulting in Revolving facility G being paid off.

Other financing transactions

In 2014, we entered into a resecuritization transaction, pursuant to which we created a special purpose entity ("SPE") to facilitate the transaction. We determined that the SPE was a variable interest entity ("VIE") and that the VIE should be consolidated by us under ASC 810-10. The transferred assets were recorded as a secured borrowing (the "Consolidated December 2014 VIE"). See Note 2 to the "Notes to Consolidated Financial Statements (unaudited)" for more detail on Consolidated December 2014 VIE.

The following table details certain information related to the Consolidated December 2014 VIE as of March 31, 2020 ($ in thousands):

			Weighted Average		
	Current Face	Fair Value	Coupon	Yield	Life (Years) (1)
Consolidated tranche (2)	$ 6,011	$ 5,836	3.33 %	1.29 %	0.93
Retained tranche	7,680	5,354	5.30 %	18.18 %	6.74
Total resecuritized asset (3)	$ 13,691	$ 11,190	4.43 %	9.37 %	4.19

(1) This is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) As of March 31, 2020, we have recorded secured financing of $5.8 million on our consolidated balance sheets in the "Securitized debt, at fair value" line item. We recorded the proceeds from the issuance of the secured financing in the "Cash Flows from Financing Activities" section of the consolidated statement of cash flows at the time of securitization.
(3) As of March 31, 2020, the fair market value of the total resecuritized asset is included on our consolidated balance sheets as "Non-Agency RMBS."

The following table details certain information related to the Consolidated December 2014 VIE as of December 31, 2019 ($ in thousands):

			Weighted Average		
	Current Face	Fair Value	Coupon	Yield	Life (Years) (1)
Consolidated tranche (2)	$ 7,204	$ 7,230	3.46 %	4.11 %	1.96
Retained tranche	7,851	6,608	5.37 %	18.14 %	7.64
Total resecuritized asset (3)	$ 15,055	$ 13,838	4.46 %	10.81 %	4.92

(1) This is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) As of December 31, 2019, we have recorded secured financing of $7.2 million on our consolidated balance sheets in the "Securitized debt, at fair value" line item. We recorded the proceeds from the issuance of the secured financing in the "Cash Flows from Financing Activities" section of the consolidated statement of cash flows at the time of securitization.
(3) As of December 31, 2019, the fair market value of the total resecuritized asset is included on our consolidated balance sheets as "Non-Agency RMBS."

In August 2019, we entered into a securitization transaction of certain of our residential mortgage loans, pursuant to which we created an SPE to facilitate the transaction. We determined that the SPE was a VIE and that the VIE should be consolidated by us under ASC 810-10. The transferred assets were recorded as a secured borrowing (the "Consolidated August 2019 VIE"). See Note 2 to the "Notes to Consolidated Financial Statements (unaudited)" for more detail on the Consolidated August 2019 VIE.

The following table details certain information related to the Consolidated August 2019 VIE as of March 31, 2020 ($ in thousands):

	Current Unpaid Principal Balance	Fair Value	Weighted Average Coupon	Weighted Average Yield	Weighted Average Life (Years) (1)
Residential mortgage loans (2)	$ 258,424	$ 214,176	4.03 %	4.73 %	6.90
Securitized debt (3)	211,749	191,346	2.92 %	2.80 %	5.00

(1) Weighted average life is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) This represents all loans contributed to the Consolidated August 2019 VIE.
(3) As of March 31, 2020, we have recorded secured financing of $191.3 million on the consolidated balance sheets in the "Securitized debt, at fair value" line item. We recorded the proceeds from the issuance of the secured financing in the "Cash Flows from Financing Activities" section of the consolidated statement of cash flows at the time of securitization.

The following table details certain information related to the Consolidated August 2019 VIE as of December 31, 2019 ($ in thousands):

	Current Unpaid Principal Balance	Fair Value	Weighted Average Coupon	Weighted Average Yield	Weighted Average Life (Years) (1)
Residential mortgage loans (2)	$ 263,956	$ 255,171	3.96 %	5.11 %	7.66
Securitized debt (3)	217,455	217,118	2.92 %	2.86 %	5.00

(1) Weighted average life is based on projected life. Typically, actual maturities of investments and loans are shorter than stated contractual maturities. Maturities are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal.
(2) This represents all loans contributed to the Consolidated August 2019 VIE.
(3) As of December 31, 2019, we have recorded secured financing of $217.1 million on the consolidated balance sheets in the "Securitized debt, at fair value" line item. We recorded the proceeds from the issuance of the secured financing in the "Cash Flows from Financing Activities" section of the consolidated statement of cash flows at the time of securitization.

Leverage

We define GAAP leverage as the sum of (1) our GAAP financing arrangements net of any restricted cash posted on such financing arrangements, (2) the amount payable on purchases that have not yet settled less the financing remaining on sales that have not yet settled, and (3) securitized debt, at fair value. We define Economic Leverage, a non-GAAP metric, as the sum of: (i) our GAAP leverage, exclusive of any fully non-recourse financing arrangements, (ii) financing arrangements held through affiliated entities, net of any restricted cash posted on such financing arrangements, exclusive of any financing utilized through AG Arc, any adjustment related to unsettled trades as described in (2) in the previous sentence, and any fully non-recourse financing arrangements and (iii) our net TBA position (at cost). Our calculations of GAAP leverage and Economic Leverage exclude financing arrangements and net receivables/payables on unsettled trades pertaining to U.S. Treasury securities due to the highly liquid and temporary nature of these investments.

Historically, we reported non-GAAP "At-Risk" leverage, which included non-recourse financing arrangements, but we believe that the adjustments made to our GAAP leverage in order to compute Economic Leverage, including the exclusion of non-recourse financing arrangements, allow investors the ability to identify and track the leverage metric that management uses to evaluate and operate the business. Our obligation to repay our non-recourse financing arrangements is limited to the value of the pledged collateral thereunder and does not create a general claim against us as an entity.

The calculations in the tables below divide GAAP leverage and Economic Leverage by our GAAP stockholders' equity to derive our leverage ratios. The following tables present a reconciliation of our Economic Leverage ratio back to GAAP ($ in thousands).

March 31, 2020	Leverage	Stockholders' Equity	Leverage Ratio
GAAP Leverage	$ 1,122,525	$ 358,665	3.1x
Non-recourse financing arrangements	(197,182)		
Financing arrangements through affiliated entities	250,511		
Net TBA (receivable)/payable adjustment	(392)		
Economic Leverage	$ 1,175,462	$ 358,665	3.3x

December 31, 2019	Leverage	Stockholders' Equity	Leverage Ratio
GAAP Leverage	$ 3,441,451	$ 849,046	4.1x
Non-recourse financing arrangements	(224,348)		
Financing arrangements through affiliated entities	257,416		
Economic Leverage	$ 3,474,519	$ 849,046	4.1x

Hedging activities

Subject to maintaining our qualification as a REIT and our Investment Company Act exemption, to the extent leverage is deployed, we may utilize derivative instruments in an effort to hedge the interest rate risk associated with the financing of our portfolio. We may utilize interest rate swaps, swaption agreements, and other financial instruments such as short positions in U.S. Treasury securities. In addition, we may utilize Eurodollar Futures, U.S. Treasury Futures, British Pound Futures and Euro Futures (collectively, "Futures"). Specifically, we may seek to hedge our exposure to potential interest rate mismatches between the interest we earn on our investments and our borrowing costs caused by fluctuations in short-term interest rates. In utilizing leverage and interest rate derivatives, our objectives are to improve risk-adjusted returns and, where possible, to lock in, on a long-term basis, a spread between the yield on our assets and the costs of our financing and hedging. Derivatives have not been designated as hedging instruments for GAAP. Refer to the tables below for a summary of our derivative instruments.

Our centrally cleared trades require that we post an "initial margin" to our counterparties of an amount determined by the Chicago Mercantile Exchange ("CME") and the London Clearing House ("LCH"), the central clearinghouses ("CCPs") through which those trades are cleared, which is generally intended to be set at a level sufficient to protect the CCPs from the maximum estimated single-day price movement in that market participant's contracts. We also exchange cash "variation margin" with our counterparties on our centrally cleared trades based upon daily changes in the fair value as measured by the CCPs. The daily exchange of variation margin associated with a CCP instrument is legally characterized as the daily settlement of the derivative instrument itself. Accordingly, we account for the daily receipt or payment of variation margin associated with our centrally cleared interest rate swaps and futures as a direct reduction to the carrying value of the interest rate swap and future derivative asset or liability, respectively. The carrying amount of centrally cleared interest rate swaps and futures reflected in our consolidated balance sheets is equal to the unsettled fair value of such instruments. See Note 8 to the "Notes to Consolidated Financial Statements (unaudited)" for more information.

On March 23, 2020, in an effort to prudently manage our portfolio through unprecedented market volatility resulting from the COVID-19 pandemic and preserve long-term stockholder value, we sold our 30 Year Fixed Rate Agency securities, our most interest rate sensitive assets, and as a result, removed all of our interest rate swap positions, a decrease of $1.9 billion swap notional amount.

The following table summarizes certain information on our non-hedge derivatives and other instruments (in thousands) as of the dates indicated.

		March 31, 2020		December 31, 2019	
Notional amount of non-hedge derivatives and other instruments:	Notional Currency	Notional Amount	Weighted Average Life (Years)	Notional Amount	Weighted Average Life (Years)
Pay Fix/Receive Float Interest Rate Swap Agreements (1)(2)	USD	$ —	—	$ 1,943,281	4.25
Payer Swaptions	USD	350,000	0.43	650,000	0.42
Short positions on British Pound Futures (3)	GBP	7,563	0.21	6,563	0.21
Short positions on Euro Futures (4)	EUR	1,625	0.21	1,500	0.21

(1) As of December 31, 2019, there were $94.5 million notional amount of pay fix/receive float interest rate swap agreements held through investments in debt and equity of affiliates.
(2) As of December 31, 2019, the weighted average life of interest rate swaps on a GAAP basis was 4.32 years and the weighted average life of interest rate swaps held through investments in debt and equity of affiliates was 2.83 years.
(3) Each British Pound Future contract embodies £62,500 of notional value.
(4) Each Euro Future contract embodies €125,000 of notional value.

Interest rate swaps

To help mitigate exposure to increases in interest rates, we may use currently-paying and forward-starting, one- or three-month LIBOR-indexed, pay-fixed, receive-variable, interest rate swap agreements. This arrangement helps hedge our exposure to higher interest rates because the variable-rate payments received on the swap agreements help to offset additional interest accruing on the related borrowings due to the higher interest rate, leaving the fixed-rate payments to be paid on the swap agreements as our effective borrowing rate, subject to certain adjustments including changes in spreads between variable rates on the swap agreements and actual borrowing rates.

During the quarter ended March 31, 2020, we sold our interest rate sensitive assets. As a result, we did not hold any interest rate swap positions as of March 31, 2020.

As of December 31, 2019, our interest rate swap positions consisted of pay-fixed interest rate swaps. The following table presents information about our interest rate swaps as of December 31, 2019 ($ in thousands). It also reconciles these items to GAAP.

Maturity	Notional Amount	Weighted Average Pay-Fixed Rate	Weighted Average Receive-Variable Rate	Weighted Average Years to Maturity
2020	$ 105,000	1.54 %	1.91 %	0.20
2022	837,531	1.64 %	1.91 %	2.69
2023	5,750	3.19 %	1.91 %	3.85
2024	650,000	1.52 %	1.90 %	4.80
2026	180,000	1.50 %	1.89 %	6.70
2029	165,000	1.77 %	1.94 %	9.85
Total/Wtd Avg	$ 1,943,281	1.60 %	1.91 %	4.25
Investments in Debt and Equity of Affiliates	$ 94,531	1.61 %	1.93 %	2.83
Total/Wtd Avg: GAAP Basis	$ 1,848,750	1.60 %	1.91 %	4.32

(1) 100% of our receive variable interest rate swap notional amount resets quarterly based on three-month LIBOR.

Dividends

Federal income tax law generally requires that a REIT distribute annually at least 90% of its REIT ordinary taxable income, without regard to the deduction for dividends paid and excluding net capital gains and that it pay tax at regular corporate rates to the extent that it annually distributes less than 100% of its net taxable income. Before we pay any dividend, whether for U.S. federal income tax purposes or otherwise, we must first meet both our operating requirements and debt service on our financing arrangements and other debt payable. If our cash available for distribution is less than our net taxable income, we could be required to sell assets or borrow funds to make required cash distributions or we may make a portion of the required distribution in the form of a taxable stock distribution or distribution of debt securities. In addition, prior to the time we have fully deployed the net proceeds of our follow-on offerings to acquire assets in our target asset classes we may fund our quarterly distributions out of such net proceeds.

As described above, our distribution requirements are based on taxable income rather than GAAP net income. The primary differences between taxable income and GAAP net income include (i) unrealized gains and losses associated with investment and derivative portfolios which are marked-to-market in current income for GAAP purposes, but excluded from taxable income until realized or settled, (ii) temporary differences related to amortization of premiums and discounts paid on investments, (iii) the timing and amount of deductions related to stock-based compensation, (iv) temporary differences related to the recognition of realized gains and losses on sold investments and certain terminated derivatives, (v) taxes and (vi) methods of depreciation. Undistributed taxable income is based on current estimates and is not finalized until we file our annual tax return for that tax

year, typically in September of the following year. We estimate that we do not have any undistributed taxable income as of March 31, 2020. Refer to the "Results of operations" section above for more detail.

On March 27, 2020, we announced that our Board of Directors approved a suspension of our quarterly dividends on our common stock, 8.25% Series A Cumulative Redeemable Preferred Stock, 8.00% Series B Cumulative Redeemable Preferred Stock, and 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock, beginning with the common dividends that normally would have been declared in March 2020 and the preferred dividend that would have been declared in May 2020, in order to conserve capital and preserve liquidity. Based on current circumstances, it is our intention to suspend quarterly dividends on common and preferred stock for the foreseeable future. Refer to Note 12 in the "Notes to Consolidated Financing Statements (Unaudited)" for more information on the Company's preferred stock.

No common stock dividends were declared during the three months ended March 31, 2020. The following tables detail our common stock dividends during the three months ended March 31, 2019:

2019

Declaration Date	Record Date	Payment Date	Dividend Per Share
3/15/2019	3/29/2019	4/30/2019	$ 0.50

The following tables detail our preferred stock dividends on our 8.25% Series A and 8.00% Series B Preferred Stock during the three months ended March 31, 2020 and March 31, 2019.

2020

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.25% Series A	2/14/2020	2/28/2020	3/17/2020	$ 0.51563

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.00% Series B	2/14/2020	2/28/2020	3/17/2020	$ 0.50

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.000% Series C	2/14/2020	2/28/2020	3/17/2020	$ 0.50

2019

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.25% Series A	2/15/2019	2/28/2019	3/18/2019	$ 0.51563

Dividend	Declaration Date	Record Date	Payment Date	Dividend Per Share
8.00% Series B	2/15/2019	2/28/2019	3/18/2019	$ 0.50

Liquidity and capital resources

Our liquidity determines our ability to meet our cash obligations, including distributions to our stockholders, payment of our expenses, financing our investments and satisfying other general business needs. Our principal sources of cash as of March 31, 2020 consisted of proceeds from sales of assets in an effort to prudently manage our portfolio through unprecedented market volatility resulting from the global pandemic of the COVID-19 virus, borrowings under financing arrangements, principal and interest payments we receive on our investment portfolio, cash generated from our operating results, and proceeds from capital market transactions. We typically use cash to repay principal and interest on our financing arrangements, to purchase real estate securities, loans and other real estate related assets, to make dividend payments on our capital stock, and to fund our operations. At March 31, 2020, we had $92.3 million of cash available to support our liquidity needs. Refer to the "Contractual obligations" section of this Item 2 for additional obligations that could impact our liquidity.

As previously discussed, on June 1, 2020, we entered into a third forbearance agreement with the Participating Counterparties, providing for a forbearance period ending on June 15, 2020. Pursuant to the terms of the Forbearance Agreement, we must comply with a set of restrictive covenants set forth in the Forbearance Agreement, including restrictions on the use of our cash, restrictions on our incurrence of additional debt, and restrictions on the sale of our assets. We also granted to the Participating Counterparties a lien and security interest in all of our unencumbered assets. Upon entering into the Reinstatement Agreement

with the Participating Counterparties, we are no longer subject to the restrictive covenants set forth in the Forbearance Agreement and the lien and security interest granted to the Participating Counterparties on all of our unencumbered assets were terminated and released.

Leverage

The amount of leverage, or debt, we may deploy for particular assets depends upon our Manager's assessment of the credit and other risks of those assets, and also depends on any limitations placed upon us through covenants contained in our financing arrangements. We generate income principally from the yields earned on our investments and, to the extent that leverage is deployed, on the difference between the yields earned on our investments and our cost of borrowing and the cost of any hedging activities. Subject to maintaining both our qualification as a REIT for U.S. federal income tax purposes and our Investment Company Act exemption, to the extent leverage is deployed, we may use a number of sources to finance our investments.

As previously described, due to market volatility during the quarter ended March 31, 2020, we executed on various asset sales in an effort to create additional liquidity and de-risk our portfolio. As a result of these asset sales and related debt pay-offs, we have reduced the number of financing counterparties we have, bringing the overall number of counterparties with debt outstanding down from 30 as of December 31, 2019 to 18 as of March 31, 2020 with debt outstanding of $1.2 billion, inclusive of financing arrangements through affiliated entities. These agreements generally include customary representations, warranties, and covenants, but may also contain more restrictive supplemental terms and conditions. Although specific to each lending agreement, typical supplemental terms include requirements of minimum equity, leverage ratios, performance triggers or other financial ratios.

Under our financing arrangements, we may be required to pledge additional assets to our lenders in the event the estimated fair value of the existing pledged collateral under such agreements declines and such lenders demand additional collateral, which may take the form of additional securities or cash. Certain securities that are pledged as collateral under our financing arrangements are in unrealized loss positions.

See "Financing arrangements on our investment portfolio" section above for information on the contractual maturity of our financing arrangements at March 31, 2020 and December 31, 2019.

As described above in the "Financing activities" section of this Item 2, we entered into a resecuritization transaction in 2014 and a securitization transaction of certain of our residential mortgage loans in August 2019 that resulted in the consolidation of those VIEs created with the SPEs. We recorded the proceeds from the issuance of the secured financing in the "Cash Flows from Financing Activities" section of the consolidated statement of cash flows. See Note 3 and 4 to the "Notes to Consolidated Financial Statements (unaudited)" for more detail.

Subsequent to quarter end, we entered into the Forbearance Agreement pursuant to which the consent of the Participating Counterparties was required in order for us to increase our leverage. As described above, upon entering in to the Reinstatement Agreement, we are no longer subject to the restrictive covenants set forth in the Forbearance Agreement, though the Reinstatement Agreement limits our Recourse Indebtedness to Stockholder's Equity (both as defined therein) leverage ratio to no greater than 3:1.

The following table presents information at March 31, 2020 with respect to each counterparty that provides us with financing for which we had greater than 5% of our stockholders' equity at risk ($ in thousands).

Counterparty	Stockholders' Equity at Risk	Weighted Average Maturity (days)	Percentage of Stockholders' Equity
Credit Suisse Securities, LLC - Non-GAAP	$ 34,269	105	9.5 %
Non-GAAP Adjustments (a)	(32,539)	978	(9.0)%
Credit Suisse Securities, LLC - GAAP	$ 1,731	1,083	0.5 %

(a) Represents stockholders' equity at risk, weighted average maturity and percentage of stockholders' equity from financing arrangements held in investments in debt and equity of affiliates.

The following table presents information at December 31, 2019 with respect to each counterparty that provides us with financing for which we had greater than 5% of our stockholders' equity at risk ($ in thousands).

Counterparty	Stockholders' Equity at Risk	Weighted Average Maturity (days)	Percentage of Stockholders' Equity
Credit Suisse Securities, LLC - Non-GAAP	$ 47,996	72	5.7 %
Non-GAAP Adjustments (a)	(44,588)	47	(5.3)%
Credit Suisse Securities, LLC - GAAP	$ 3,408	119	0.4 %
Barclays Capital Inc	$ 77,334	277	9.1 %
Citigroup Global Markets Inc.	50,263	22	5.9 %

(a) Represents stockholders' equity at risk, weighted average maturity and percentage of stockholders' equity from financing arrangements held in investments in debt and equity of affiliates.

Margin requirements

The fair value of our real estate securities and loans fluctuate according to market conditions. When the fair value of the assets pledged as collateral to secure a financing arrangement decreases to the point where the difference between the collateral fair value and the financing arrangement amount is less than the haircut, our lenders may issue a "margin call," which requires us to post additional collateral to the lender in the form of additional assets or cash. Under our repurchase facilities, our lenders have full discretion to determine the fair value of the securities we pledge to them. Our lenders typically value assets based on recent trades in the market. Lenders also issue margin calls as the published current principal balance factors change on the pool of mortgages underlying the securities pledged as collateral when scheduled and unscheduled paydowns are announced monthly. We experience margin calls in the ordinary course of our business. In seeking to manage effectively the margin requirements established by our lenders, we maintain a position of cash and unpledged Agency RMBS. We refer to this position as our "liquidity." The level of liquidity we have available to meet margin calls is directly affected by our leverage levels, our haircuts and the price changes on our securities. Typically, if interest rates increase or if credit spreads widen, then the prices of our collateral (and our unpledged assets that constitute our liquidity) will decline, we will experience margin calls, and we will need to use our liquidity to meet the margin calls. There can be no assurance that we will maintain sufficient levels of liquidity to meet any margin calls. If our haircuts increase, our liquidity will proportionately decrease. In addition, if we increase our borrowings, our liquidity will decrease by the amount of additional haircut on the increased level of indebtedness. We intend to maintain a level of liquidity in relation to our assets that enables us to meet reasonably anticipated margin calls but that also allows us to be substantially invested in our target assets. We may misjudge the appropriate amount of our liquidity by maintaining excessive liquidity, which would lower our investment returns, or by maintaining insufficient liquidity, which may force us to liquidate assets into potentially unfavorable market conditions and harm our results of operations and financial condition. Further, an unexpected rise in interest rates and a corresponding fall in the fair value of our securities may also force us to liquidate assets under difficult market conditions, thereby harming our results of operations and financial condition, in an effort to maintain sufficient liquidity to meet increased margin calls.

Similar to the margin calls that we receive on our borrowing agreements, we may also receive margin calls on our derivative instruments when their fair values decline. This typically occurs when prevailing market rates change adversely, with the severity of the change also dependent on the terms of the derivatives involved. We may also receive margin calls on our derivatives based on the implied volatility of interest rates. Our posting of collateral with our counterparties can be done in cash or securities, and is generally bilateral, which means that if the fair value of our interest rate hedges increases, our counterparty will be required to post collateral with us. Refer to the "Liquidity risk – derivatives" section of Item 3 below for a further discussion on margin.

On March 20, 2020, we notified our financing counterparties that we did not expect to be in a position to fund the anticipated volume of future margin calls under our financing arrangements in the near term as a result of market disruptions created by the COVID-19 pandemic. Since March 23, 2020, we have received notifications of alleged events of default and deficiency notices from several of our financing counterparties. Subject to the terms of the applicable financing arrangement, if we fail to deliver additional collateral or otherwise meet margin calls when due, the financing counterparties may be able to demand immediate payment by us of the aggregate outstanding financing obligations owed to such counterparties, and if such financing obligations are not paid, may be permitted to sell the financed assets and apply the proceeds to our financing obligations and/or take ownership of the assets securing our financing obligations. During this period of market upheaval, we engaged in discussions with our financing counterparties and entered into the Forbearance Agreement. During the Forbearance Period, we did not have

any obligation to make any margin payments as it related to the Participating Counterparties. As described above, on June 10, we entered into a Reinstatement Agreement with the Participating Counterparties and the JPM Reinstatement Agreement which reinstates each Bilateral Agreement. As a result, we will be responsible for making any future margin payments with respect to any financing arrangements relating to these agreements.

As of June 10, 2020, we have met all margin calls. Refer to Note 13 in the "Notes to Consolidated Financial Statements (Unaudited)" for more information on outstanding deficiencies.

Cash Flows

As of March 31, 2020, our cash, cash equivalents, and restricted cash totaled $133.7 million representing a net increase of $8.3 million from $125.4 million at December 31, 2019. Cash provided by continuing operating activities of $7.4 million was attributable to net interest income less operating expenses. Cash provided by continuing investing activities of $1,976.3 million was attributable to sales of investments and principal repayments of investments less purchases of investments. Cash used in continuing financing activities of $(1,975.4) million was primarily attributable to repayments of financing arrangements and dividend payments offset by borrowings under financing arrangements.

Equity distribution agreement

On May 5, 2017, we entered into an equity distribution agreement with each of Credit Suisse Securities (USA) LLC and JMP Securities LLC (collectively, the "Sales Agents"), which we refer to as the "Equity Distribution Agreements," pursuant to which we may sell up to $100.0 million aggregate offering price of shares of our common stock from time to time through the Sales Agents, under the Securities Act of 1933. The Equity Distribution Agreements were amended on May 2, 2018 in conjunction with the filing of our shelf registration statement registering up to $750.0 million of its securities, including capital stock (the "2018 Registration Statement"). For the three months ended March 31, 2020, we did not sell any shares of common stock under the Equity Distribution Agreements. For the three months ended March 31, 2019, we sold 503.7 thousand shares of common stock under the Equity Distribution Agreements for net proceeds of approximately $8.6 million. As of March 31, 2020, we have sold approximately 1.5 million shares of common stock under the Equity Distribution Agreements for net proceeds of approximately $26.6 million.

Common stock offering

On February 14, 2019, we completed a public offering of 3,000,000 shares of our common stock and subsequently issued an additional 450,000 shares pursuant to the underwriters' exercise of their over-allotment option at a price of $16.70 per share. Net proceeds to us from the offering were approximately $57.4 million, after deducting estimated offering expenses.

Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock issuance

On September 17, 2019, we completed a public offering of 4,000,000 shares of 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock (the "Series C Preferred Stock") and subsequently issued 600,000 shares of Series C Preferred Stock pursuant to the underwriters' exercise of their over-allotment option with a liquidation preference of $25.00 per share. We received total gross proceeds of $115.0 million and net proceeds of approximately $111.2 million, net of underwriting discounts, commissions and expenses. The Series C Preferred Stock has no stated maturity and is not subject to any sinking fund or mandatory redemption. Under certain circumstances upon a change of control, the Series C Preferred Stock is convertible to shares of our common stock. Holders of Series C Preferred Stock have no voting rights, except under limited conditions, and holders are entitled to receive cumulative cash dividends before holders of our common stock are entitled to receive any dividends. The initial dividend rate for the Series C Preferred Stock, from and including the date of original issue to, but not including, September 17, 2024, is equal to 8.000% per annum of the $25.00 per share liquidation preference. On and after September 17, 2024, dividends on the Series C Preferred Stock will accumulate at a percentage of the $25.00 liquidation preference equal to an annual floating rate of the three-month LIBOR plus a spread of 6.476% per annum. Shares of our Series C Preferred Stock are redeemable at $25.00 per share plus accumulated and unpaid dividends (whether or not declared) exclusively at our option commencing on September 17, 2024, or earlier under certain circumstances intended to preserve our qualification as a REIT for Federal income tax purposes. Dividends are payable quarterly in arrears on the 17th day of each March, June, September and December.

Contractual obligations

Management agreement

On June 29, 2011, we entered into an agreement with our Manager pursuant to which our Manager is entitled to receive a management fee and the reimbursement of certain expenses. The management fee is calculated and payable quarterly in arrears in an amount equal to 1.50% of our Stockholders' Equity, per annum.

For purposes of calculating the management fee, "Stockholders' Equity" means the sum of the net proceeds from any issuances of equity securities (including preferred securities) since inception (allocated on a pro rata daily basis for such issuances during the fiscal quarter of any such issuance, and excluding any future equity issuance to the Manager), plus our retained earnings at the end of such quarter (without taking into account any non-cash equity compensation expense or other non-cash items described below incurred in current or prior periods), less any amount that we pay for repurchases of our common stock, excluding any unrealized gains, losses or other non-cash items that have impacted stockholders' equity as reported in our financial statements prepared in accordance with GAAP, regardless of whether such items are included in other comprehensive income or loss, or in net income, and excluding one-time events pursuant to changes in GAAP, and certain other non-cash charges after discussions between the Manager and our independent directors and after approval by a majority of our independent directors. Stockholders' Equity, for purposes of calculating the management fee, could be greater or less than the amount of stockholders' equity shown on our financial statements. For the three months ended March 31, 2020 and March 31, 2019, we incurred management fees of approximately $2.1 million and $2.3 million, respectively.

Our Manager uses the proceeds from its management fee in part to pay compensation to its officers and personnel, who, notwithstanding that certain of them also are our officers, receive no compensation directly from us. We are required to reimburse our Manager or its affiliates for operating expenses which are incurred by our Manager or its affiliates on our behalf, including certain salary expenses and other expenses relating to legal, accounting, due diligence and other services. Our reimbursement obligation is not subject to any dollar limitation; however, the reimbursement is subject to an annual budget process which combines guidelines from the Management Agreement with oversight by our Board of Directors and discussions with our Manager. Of the $2.3 million and $3.8 million of Other operating expenses for the three months ended March 31, 2020 and March 31, 2019, respectively, we have accrued $2.0 million in both periods, representing a reimbursement of expenses.

On April 6, 2020, we executed an amendment to the management agreement pursuant to which the Manager agreed to defer our payment of the management fee and reimbursement of expenses as detailed above through September 30, 2020, or such other time as we and the Manager agree.

Subordinated debt

On April 10, 2020, in connection with the initial Forbearance Agreement, we issued a secured promissory note (the "Note") to the Manager evidencing a $10 million loan made by the Manager to us. Additionally, on April 27, 2020, in connection with the second forbearance agreement, we entered into an amendment to the Note to reflect an additional $10 million loan by the Manager to us. The $10 million loan made on April 10, 2020 is payable on March 31, 2021, and the $10 million loan made on April 27, 2020 is payable on July 27, 2020. The unpaid balance of the Note accrues interest at a rate of 6.0% per annum. Interest on the Note is payable monthly in kind through the addition of such accrued monthly interest to the outstanding principal balance of the Note.

The Manager has agreed to subordinate our obligations with respect to the Note and liens held by the Manager for the security of the performance of our obligations under the Note to our obligations to the Participating Counterparties and to the secured promissory note payable to Royal Bank of Canada, which we repaid in full on June 11, 2020.

Share-based compensation

Pursuant to the Manager Equity Incentive Plan and the Equity Incentive Plan, we can award up to 277,500 shares of common stock in the form of restricted stock, stock options, restricted stock units or other types of awards to our directors, officers, advisors, consultants and other personnel and to our Manager. As of March 31, 2020, 11,456 shares of common stock were available to be awarded under the equity incentive plans. Awards under the equity incentive plans are forfeitable until they become vested. An award will become vested only if the vesting conditions set forth in the applicable award agreement (as determined by the compensation committee) are satisfied. The vesting conditions may include performance of services for a specified period, achievement of performance goals, or a combination of both. The compensation committee also has the authority to provide for accelerated vesting of an award upon the occurrence of certain events in its discretion.

As of March 31, 2020, we have granted an aggregate of 105,794 and 40,250 shares of restricted common stock to our independent directors and Manager, respectively, and 120,000 restricted stock units to our Manager under our equity incentive plans. As of March 31, 2020, all the shares of restricted common stock granted to our Manager and independent directors have vested and 99,991 restricted stock units granted to our Manager have vested. The 20,009 restricted stock units that have not vested as of March 31, 2020 were granted to the Manager on July 1, 2017, and represent the right to receive an equivalent number of shares of our common stock when the units vest on July 1, 2020. The units do not entitle the recipient the rights of a holder of our common stock, such as dividend and voting rights, until shares are issued in settlement of the vested units. The vesting of such units is subject to the continuation of the management agreement. If the management agreement terminates, all unvested units then held by the Manager or the Manager's transferee shall be immediately cancelled and forfeited without consideration.

Unfunded commitments

See our "Off-balance sheet arrangements" section below and Note 13 of the "Notes to Consolidated Financial Statements" for a details on our unfunded commitments as of March 31, 2020.

MATT Financing Arrangement Restructuring

On April 3, 2020, we, alongside private funds under the management of Angelo Gordon, restructured our financing arrangements in MATT ("Restructured Financing Arrangement"). The Restructured Financing Arrangement requires all principal and interest on the underlying assets in MATT be used to paydown principal and interest on the outstanding financing arrangements. As of the April 3, 2020, the financing arrangement within MATT will be non-recourse to us. The Restructured Financing Arrangement provides for a termination date of October 1, 2021. At the earlier of the termination date or the securitization or sale by us of the remaining assets subject to the Restructured Financing Arrangement, the financing counterparty will be entitled to 35% of the remaining equity in the assets. We have an approximate 44.6% interest in MATH.

Other

As of March 31, 2020 and December 31, 2019, we are obligated to pay accrued interest on our financing arrangements in the amount of $1.5 million and $10.8 million, respectively, inclusive of accrued interest accounted for through investments in debt and equity of affiliates, and exclusive of accrued interest on any financing utilized through AG Arc. The change in accrued interest on our financing arrangements was due primarily to the repayment of financing arrangements in conjunction with the sales of various assets by us and the seizures of various assets by financing counterparties in Q1 2020.

Off-balance sheet arrangements

We may enter into long TBA positions to facilitate the future purchase or sale of Agency RMBS. We may also enter into short TBA positions to hedge Agency RMBS. We record TBA purchases/shorts and sales/covers on the trade date and present the amount net of the corresponding payable or receivable until the settlement date of the transaction. As of March 31, 2020, we had a net long TBA position with a net payable amount of $0.4 million. We recorded $2.7 million of derivative assets and $2.3 million of derivative liabilities, in the "Other assets" and "Other liabilities" line items, respectively, on our consolidated balance sheets.

Our investments in debt and equity of affiliates are primarily comprised of real estate securities, Excess MSRs, loans, our interest in AG Arc, and certain derivatives. Investments in debt and equity of affiliates are accounted for using the equity method of accounting. See Note 2 to the "Notes to Consolidated Financial Statements (unaudited)" for a discussion of investments in debt and equity of affiliates. The below table details our investments in debt and equity of affiliates as of March 31, 2020 and December 31, 2019 (in thousands):

	March 31, 2020			December 31, 2019		
	Assets (1)	Liabilities	Equity	Assets (1)	Liabilities	Equity
Agency Excess MSR	$ 535	$ —	$ 535	$ 555	$ —	$ 555
Total Agency RMBS	535	—	535	555	—	555
Re/Non-Performing Loans	76,532	(59,054)	17,478	87,216	(56,811)	30,405
Non-QM Loans	231,915	(202,039)	29,876	254,276	(200,257)	54,019
Land Related Financing	22,655	—	22,655	16,979	—	16,979
Total Residential Investments	331,102	(261,093)	70,009	358,471	(257,068)	101,403
Freddie Mac K-Series	9,131	—	9,131	12,237	—	12,237
CMBS Interest Only	1,700	—	1,700	1,863	—	1,863
Total Commercial	10,831	—	10,831	14,100	—	14,100
Total Credit Investments	341,933	(261,093)	80,840	372,571	(257,068)	115,503
Total Investments excluding AG Arc	342,468	(261,093)	81,375	373,126	(257,068)	116,058
AG Arc, at fair value	18,519	—	18,519	28,546	—	28,546
Cash and Other assets/(liabilities) (2)	20,642	(1,324)	19,318	12,953	(1,246)	11,707
Investments in debt and equity of affiliates	$ 381,629	$ (262,417)	$ 119,212	$ 414,625	$ (258,314)	$ 156,311

(1) Certain Re/Non-Performing Loans held in securitized form are presented net of non-recourse securitized debt.
(2) Includes financing arrangements on real estate owned as of March 31, 2020 and December 31, 2019 of $(0.3) million for both periods.

The table below details our additional commitments as of March 31, 2020 (in thousands):

Commitment Type	Date of Commitment	Total Commitment	Funded Commitment	Remaining Commitment
MATH (a)(b)	March 29, 2018	$ 46,820	$ 44,590	$ 2,230
Commercial loan G (c)(d)	July 26, 2018	84,515	52,089	32,426
Commercial loan I (c)	January 23, 2019	20,000	14,646	5,354
Commercial loan J (c)(e)	February 11, 2019	30,000	5,220	24,780
Commercial loan K (c)	February 22, 2019	20,000	11,172	8,828
LOTS (a)	Various	44,995	22,655	22,340
Total		$ 246,330	$ 150,372	$ 95,958

(a) Refer to "Contractual obligations" section above for more information regarding MATH and LOTS.
(b) Subsequent to quarter end, the financing arrangement in this entity was restructured and the commitment was removed. Refer to "Contractual obligations" section above for further details.
(c) We entered into commitments on commercial loans relating to construction projects. See Note 4 to the "Notes to the Consolidated Financial Statements (unaudited)" for further details.
(d) We expect to receive financing of approximately $21.1 million on our remaining commitment, which would cause our remaining equity commitment to be approximately $11.3 million. This financing is not committed and actual financing could vary significantly from our expectations.
(e) We expect to receive financing of approximately $16.1 million on our remaining commitment, which would cause our remaining equity commitment to be approximately $8.7 million. Of the expected financing, $8.1 million is committed by the financing counterparty. Subsequent to quarter end, $6.5 million was committed by the financing counterparty. Actual financing could vary significantly from our expectations.

Certain related person transactions

Our Board of Directors has adopted a policy regarding the approval of any "related person transaction," which is any transaction or series of transactions in which (i) we or any of our subsidiaries is or are to be a participant, (ii) the amount involved exceeds $120,000, and (iii) a "related person" (as defined under SEC rules) has a direct or indirect material interest. Under the policy, a related person would need to promptly disclose to our Secretary or Assistant Secretary any related person transaction and all material facts about the transaction. Our Secretary or Assistant Secretary, in consultation with outside counsel, to the extent appropriate, would then assess and promptly communicate that information to the audit committee of our Board of Directors. Based on its consideration of all of the relevant facts and circumstances, the audit committee will review, approve or ratify such transactions as appropriate. The audit committee will not approve or ratify a related person transaction unless it shall have determined that such transaction is in, or is not inconsistent with, our best interests and does not create a conflict of interest. If we become aware of an existing related person transaction that has not been approved under this policy, the transaction will be referred to the audit committee which will evaluate all options available, including ratification, revision or termination of such transaction. Our policy requires any director who may be interested in a related person transaction to recuse himself or herself from any consideration of such related person transaction.

Grants of restricted common stock

See "Share-based compensation" section above for detail on our grants of restricted common stock.

Red Creek

In connection with our investments in Re/Non-Performing Loans and non-QM loans, we may engage asset managers to provide advisory, consultation, asset management and other services. Beginning in November 2015, we also engaged Red Creek Asset Management LLC ("Asset Manager"), an affiliate of the Manager and direct subsidiary of Angelo Gordon, as the asset manager for certain of our Re/Non-Performing Loans. Beginning in September 2019, we engaged the Asset Manager as the asset manager for our non-QM loans. We pay the Asset Manager separate arm’s-length asset management fees as assessed and confirmed periodically by a third party valuation firm for our Re/Non-Performing Loans and non-QM loans. In the third quarter of 2019, the third party assessment of asset management fees resulted in our updating the fee amount for our Re/Non-Performing Loans. We also utilized the third party valuation firm to establish the fee level for non-QM loans in the third quarter of 2019. For the three months ended March 31, 2020, the fees paid by us to the Asset Manager totaled $0.3 million and $0.1 million, respectively. In connection with the Forbearance Agreement, we deferred the payment of all fees payable to the Asset Manager as it is an affiliate of the Manager. For the three months ended March 31, 2020, we deferred $0.1 million of fees owed to the Asset Manager and plan to continue to defer fees through September 30, 2020 or such other time as we and the Manager agree.

Arc Home

On December 9, 2015, we, alongside private funds under the management of Angelo Gordon, through AG Arc, formed Arc Home, a Delaware limited liability company. Arc Home originates conforming, Government, Jumbo, Non-QM and other non-conforming residential mortgage loans, retains the mortgage servicing rights associated with the loans it originates, and purchases additional mortgage servicing rights from third-party sellers. We have an approximate 44.6% interest in AG Arc.

Our investment in Arc Home, which is conducted through AG Arc, one of our indirect subsidiaries, is reflected on the "Investments in debt and equity of affiliates" line item on our consolidated balance sheets. See "Off-balance sheet arrangements" section above for the fair value as Arc Home of March 31, 2020 and December 31, 2019.

Arc Home may sell loans to us or to affiliates of our Manager. Arc Home may also enter into agreements with us, third parties, or affiliates of our Manager to sell Excess MSRs on the mortgage loans that it either purchases from third parties or originates. We, directly or through our subsidiaries, have entered into agreements with Arc Home to purchase rights to receive the excess servicing spread related to certain of its MSRs and as of March 31, 2020 and December 31, 2019, these Excess MSRs had fair values of approximately $14.5 million and $18.2 million, respectively.

In connection with our investments in Excess MSRs purchased through Arc Home, we pay an administrative fee to Arc Home. For the three months ended March 31, 2020 and March 31, 2019, the administrative fees paid by us to Arc Home totaled $0.1 million for both periods.

Mortgage Acquisition Trust I LLC

See our "Off-balance sheet arrangements" and "MATT Financing Arrangement Restructuring" sections above.

LOT SP I LLC and LOT SP II LLC

See our "Off-balance sheet arrangements" section above.

Management agreement

On June 29, 2011 we entered into a management agreement with our Manager, which governs the relationship between us and our Manager and describes the services to be provided by our Manager and its compensation for those services. The terms of our management agreement, including the fees payable by us to Angelo Gordon, were not negotiated at arm's length, and its terms may not be as favorable to us as if they had been negotiated with an unaffiliated party. Our Manager, pursuant to the delegation agreement dated as of June 29, 2011, has delegated to Angelo Gordon the overall responsibility of its day-to-day duties and obligations arising under our management agreement. For further detail on the Management Agreement, see the "Contractual obligations–Management agreement" section of this Item 2.

Subordinated debt

See our "Contractual obligations–Subordinated debt" section above.

Other transactions with affiliates

Our Board of Directors has adopted a policy regarding the approval of any "affiliated transaction," which is any transaction or series of transactions in which Angelo Gordon arranges for the purchase and sale of a security or other investment between or among us, on the one hand, and an entity or entities under Angelo Gordon's management, on the other hand (an "Affiliated Transaction"). In order for us to enter into an Affiliated Transaction, the Affiliated Transaction must be approved by our Chief Risk Officer and the Chief Compliance Officer of Angelo Gordon. For most instruments, if market bids are available, the trading desk will request external bids from the market while simultaneously submitting an internal bid to Compliance and/or Risk. If the highest bid is an external bid, the security or other instrument will be sold to the external bidder and no affilaited transaction will take place. If the highest bid is the internal bid, the price will be the midpoint between the internal bid and the highest external bid. If market bids are not available or prove to be impracticable in Angelo Gordon's reasonable judgment, appropriate pricing will generally be based on a valuation analysis prepared by an independent third party. Our Affiliated Transactions are reviewed by our Audit Committee on a quarterly basis to confirm compliance with the policy.

In October 2018, in accordance with our Affiliated Transactions Policy, we acquired certain real estate securities and loans from an affiliate of the Manager (the "October 2018 Selling Affiliate"). As of the date of the trade, the real estate securities and loans acquired from the October 2018 Selling Affiliate had a total fair value of $0.5 million. As procuring market bids for the real estate securities and loans was determined to be impracticable in the Manager's reasonable judgment, appropriate pricing was based on a valuation prepared by independent third-party pricing vendors. The third-party pricing vendors allowed us to confirm third-party market pricing and best execution.

In March 2019, in accordance with our Affiliated Transactions Policy, we executed one trade whereby we acquired a real estate security from an affiliate of the Manager (the "March 2019 Selling Affiliate"). As of the date of the trade, the security acquired from the March 2019 Selling Affiliate had a total fair value of $0.9 million. The March 2019 Selling Affiliate sold the real estate security through a BWIC. Prior to the submission of the BWIC by the March 2019 Selling Affiliate, we submitted our bid for the real estate security to the March 2019 Selling Affiliate. The pre-submission of our bid allowed us to confirm third-party market pricing and best execution.

In June 2019, we, alongside private funds under the management of Angelo Gordon, participated through our unconsolidated ownership interest in MATT in a rated non-QM loan securitization, in which non-QM loans with a fair value of $408.0 million were securitized. Certain senior tranches in the securitization were sold to third parties with us and private funds under the management of Angelo Gordon retaining the subordinate tranches, which had a fair value of $42.9 million as of June 30, 2019. We have a 44.6% interest in the retained subordinate tranches.

In July 2019, in accordance with our Affiliated Transactions Policy, we acquired certain real estate securities from an affiliate of the Manager (the "July 2019 Selling Affiliate"). As of the date of the trade, the real estate securities acquired from the July 2019 Selling Affiliate had a total fair value of $2.0 million. As procuring market bids for the real estate securities was

determined to be impracticable in the Manager’s reasonable judgment, appropriate pricing was based on a valuation prepared by independent third-party pricing vendors. The third-party pricing vendors allowed us to confirm third-party market pricing and best execution.

In September 2019, we, alongside private funds managed by Angelo Gordon, participated through our unconsolidated ownership interest in MATT in a rated non-QM loan securitization, in which non-QM loans with a fair value of $415.1 million were securitized. Certain senior tranches in the securitization were sold to third parties with us and private funds under the management of Angelo Gordon retaining the subordinate tranches, which had a fair value of $28.7 million as of September 30, 2019. We have a 44.6% interest in the retained subordinate tranches.

In October 2019, in accordance with our Affiliated Transactions Policy, we acquired certain real estate securities from an affiliate of the Manager (the "October 2019 Selling Affiliate"). As of the date of the trade, the real estate securities acquired from the October 2019 Selling Affiliate had a total fair value of $2.2 million. The October 2019 Selling Affiliate sold the real estate securities through a BWIC. Prior to the submission of the BWIC by the October 2019 Selling Affiliate, we submitted its bid for the real estate securities to the October 2019 Selling Affiliate. The pre-submission of our bid allowed us to confirm third-party market pricing and best execution.

In November 2019, we, alongside private funds managed by Angelo Gordon, participated through our unconsolidated ownership interest in MATT in a rated non-QM loan securitization, in which non-QM loans with a fair value of $322.1 million were securitized. Certain senior tranches in the securitization were sold to third parties with us and private funds under the management of Angelo Gordon retaining the subordinate tranches, which had a fair value of $21.4 million as of December 31, 2019. We have a 44.6% interest in the retained subordinate tranches.

In February 2020, we, alongside private funds managed by Angelo Gordon, participated through our unconsolidated ownership interest in MATT in a rated non-QM loan securitization, in which non-QM loans with a fair value of $348.2 million were securitized. Certain senior tranches in the securitization were sold to third parties with us and private funds under the management of Angelo Gordon retaining the subordinate tranches, which had a fair value of $26.6 million as of March 31, 2020. We have a 44.6% interest in the retained subordinate tranches.

Critical accounting policies

We prepare our consolidated financial statements in conformity with GAAP, which requires the use of estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates are based, in part, on our judgment and assumptions regarding various economic conditions that we believe are reasonable based on facts and circumstances existing at the time of reporting. We believe that the estimates, judgments and assumptions utilized in the preparation of our consolidated financial statements are prudent and reasonable. Although our estimates contemplate conditions as of March 31, 2020 and how we expect them to change in the future, it is reasonably possible that actual conditions could be different than anticipated in those estimates, which could materially affect reported amounts of assets, liabilities and accumulated other comprehensive income at the date of the consolidated financial statements and the reported amounts of income, expenses and other comprehensive income during the periods presented. Moreover, the uncertainty over the ultimate impact that that the COVID-19 pandemic will have on the global economy generally, and on our business in particular, makes any estimates and assumptions inherently less certain than they would be absent the current and potential impacts of the COVID-19 pandemic.

Accounting policies and estimates related to specific components of our consolidated financial statements are disclosed in the notes to our consolidated financial statements. A discussion of the critical accounting policies and the possible effects of changes in estimates on our consolidated financial statements is included in Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2019 and in Note 2 to the "Notes to Consolidated Financial Statements (unaudited)." Some of the critical accounting policies described therein include but are not limited to: Valuation of financial instruments, Accounting for real estate securities, Accounting for residential and commercial mortgage loans, Interest income recognition and Financing arrangements.

Additionally, we rely upon the independent pricing of our assets at each quarter end to arrive at what we believe to be reasonable estimates of fair value, whenever available. For more information on our fair value measurements, see Note 6 to the "Notes to Consolidated Financial Statements (unaudited).

Inflation

Virtually all of our assets and liabilities are interest rate sensitive in nature. As a result, interest rates and other factors influence our performance far more than inflation. Changes in interest rates do not necessarily correlate with inflation rates or changes in inflation rates.

Compliance with Investment Company Act and REIT Tests

We intend to conduct our business so as to maintain our exempt status under, and not to become regulated as an investment company for purposes, of the Investment Company Act. Under Section 3(a)(1)(A) of the Investment Company Act, a company is an investment company if it is, or holds itself out as being, engaged primarily, or proposes to engage primarily, in the business of investing, reinvesting or trading in securities. Under Section 3(a)(1)(C) of the Investment Company Act, a company is deemed to be an investment company if it is engaged, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire "investment securities" having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis (the "40% Test"). "Investment securities" do not include, among other things, U.S. government securities, and securities issued by majority-owned subsidiaries that (i) are not investment companies and (ii) are not relying on the exceptions from the definition of investment company provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act (the so called "private investment company" exemptions).

If we failed to comply with the 40% Test or another exemption under the Investment Company Act and became regulated as an investment company, our ability to, among other things, use leverage would be substantially reduced and, as a result, we would be unable to conduct our business as described in this Report. Accordingly, in order to maintain our exempt status, we monitor our subsidiaries' compliance with Section 3(c)(5)(C) of the Investment Company Act, which exempts from the definition of "investment company" entities primarily engaged in the business of purchasing or otherwise acquiring mortgages and other liens on and interests in real estate. The staff of the Securities and Exchange Commission, or the SEC, generally requires an entity relying on Section 3(c)(5)(C) to invest at least 55% of its portfolio in "qualifying assets" and at least another 25% in additional qualifying assets or in "real estate-related" assets (with no more than 20% comprised of miscellaneous assets). As of December 31, 2019, we determined that our subsidiaries maintained compliance with both the 55% Test and the 80% Test requirements.

Due to the recent market conditions as a result of the COVID-19 pandemic and the resultant issues related to our financing arrangements, we sold assets to meet margin calls on our financing arrangements, and some of our subsidiaries currently fail to meet the 55% Test, and as a result must rely on Section 3(c)(7) to avoid registration as investment companies. As a result, we no longer maintain our exempt status.

As we cannot rely on our historical exemption from regulation as an investment company, we now must rely upon Rule 3a-2, which provides a safe harbor exemption, not to exceed one year, for companies that have a bona fide intent to be engaged in an excepted activity but that temporarily fail to meet the requirements for another exemption from registration as an investment company. As required by the rule, after we learned that we would become out of compliance, our board of directors promptly adopted a resolution declaring our bona fide intent to be engaged in excepted activities and we are currently working to restore our assets to compliance.

We calculate that at least 75% of our assets were real estate assets, cash and cash items and government securities for the year ended December 31, 2019. We also calculate that a sufficient portion of our revenue qualifies for the 75% gross income test and for the 95% gross income test rules for the year ended December 31, 2019. Overall, we believe that we met the REIT income and asset tests. We also believe that we met all other REIT requirements, including the ownership of our stock and the distribution of our taxable income. Therefore, for the year ended December 31, 2019, we believe that we qualified as a REIT under the Code.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The primary components of our market risk relate to interest rates, liquidity, prepayment rates, real estate, credit and basis risk. While we do not seek to avoid risk completely, we seek to assume risk that can be quantified from historical experience and to actively manage that risk, to earn sufficient returns to justify taking those risks and to maintain capital levels consistent with the risks we undertake. Many of these risks have become particularly heightened due to the COVID-19 pandemic and related economic and market conditions.

Interest rate risk

Interest rate risk is highly sensitive to many factors, including governmental monetary, fiscal and tax policies, domestic and international economic and political considerations and other factors beyond our control. We are subject to interest rate risk in connection with both our investments and the financing under our financing arrangements. We generally seek to manage this risk by monitoring the reset index and the interest rate related to our target assets and our financings; by structuring our financing arrangements to have a range of maturity terms, amortizations and interest rate adjustment periods; and by using derivative instruments to adjust interest rate sensitivity of our target assets and borrowings. Our hedging techniques can be highly complex, and the value of our target assets and derivatives may be adversely affected as a result of changing interest rates. Given current market volatility and historically low interest rates and the fact that we removed our interest rate sensitive assets from our portfolio, as of March 31, 2020, we did not have any hedges in place to mitigate the risk of rising interest rates.

Interest rate effects on net interest income

Our operating results depend in large part upon differences between the yields earned on our investments and our cost of borrowing and upon the effectiveness of our interest rate hedging activities. The majority of our financing arrangements are short term in nature with an initial term of between 30 and 90 days. The financing rate on these agreements will generally be determined at the outset of each transaction by reference to prevailing rates plus a spread. As a result, our borrowing costs will tend to increase during periods of rising interest rates as we renew, or "roll", maturing transactions at the higher prevailing rates. When combined with the fact that the income we earn on our fixed interest rate investments will remain substantially unchanged, this will result in a narrowing of the net interest spread between the related assets and borrowings and may even result in losses. We have obtained term financing on certain borrowing arrangements. The financing on term facilities generally are fixed at the outset of each transaction by reference to a pre-determined interest rate plus a spread.

In an attempt to offset the increase in funding costs related to rising interest rates, our Manager may cause us to enter into hedging transactions structured to provide us with positive cash flow in the event interest rates rise. Our Manager accomplishes this through the use of interest rate derivatives. Some hedging strategies involving the use of derivatives are highly complex, may produce volatile returns and may expose us to increased risks relating to counterparty defaults.

Interest rate effects on fair value

Another component of interest rate risk is the effect that changes in interest rates will have on the fair value of the assets that we acquire.

Generally, in a rising interest rate environment, the fair value of our real estate securities and loan portfolios would be expected to decrease, all other factors being held constant. In particular, the portion of our real estate securities and loan portfolios with fixed-rate coupons would be expected to decrease in value more severely than that portion with a floating-rate coupon. This is because fixed-rate coupon assets tend to have significantly more duration or price sensitivity to changes in interest rates, than floating-rate coupon assets. Fixed-rate assets currently comprise a majority of our portfolio.

The fair value of our investment portfolio could change at a different rate than the fair value of our liabilities when interest rates change. We measure the sensitivity of our portfolio to changes in interest rates by estimating the duration of our assets and liabilities. Duration is the approximate percentage change in fair value for a 100 basis point parallel shift in the yield curve. In general, our assets have higher duration than our liabilities. In order to reduce this exposure, we use hedging instruments to reduce the gap in duration between our assets and liabilities.

We calculate estimated effective duration (i.e., the price sensitivity to changes in risk-free interest rates) to measure the impact of changes in interest rates on our portfolio value. We estimate duration based on third-party models. Different models and methodologies can produce different effective duration estimates for the same securities. We allocate the net duration by asset type based on the interest rate sensitivity.

The following chart details information about our duration gap as of March 31, 2020:

Duration (1)	Years
Agency RMBS	(0.22)
Residential Loans (2)	1.58
Hedges	(0.00)
Subtotal	1.36
Credit Investments, excluding Residential Loans (2)	1.27
Duration Gap	**2.63**

(1) Duration related to financing arrangements is netted within its respective Agency RMBS and Credit Investments line items.
(2) Residential Loans include Re/Non Performing Loans, Non-QM Loans and Land Related Financing.

The following tables quantify the estimated percent changes in GAAP equity, the fair value of our assets, and projected net interest income should interest rates go up or down instantaneously by 25, 50, and 75 basis points, assuming (i) the yield curves of the rate shocks will be parallel to each other and the current yield curve and (ii) all other market risk factors remain constant. These estimates were compiled using a combination of third-party services and models, market data and internal models. All changes in equity, assets, and income are measured as percentage changes from the projected net interest income and GAAP equity from our base interest rate scenario. The base interest rate scenario assumes spot and forward interest rates, which existed as of March 31, 2020. Actual results could differ materially from these estimates.

Agency RMBS assumptions attempt to predict default and prepayment activity at projected interest rate levels. To the extent that these estimates or other assumptions do not hold true, actual results will likely differ materially from projections and could be larger or smaller than the estimates in the table below. Moreover, if different models were employed in the analysis, materially different projections could result. In addition, while the table below reflects the estimated impact of interest rate increases and decreases on a static portfolio as of March 31, 2020, our Manager may from time to time sell any of our investments as a part of the overall management of our investment portfolio.

Change in Interest Rates (basis points) (1)(2)	Change in Fair Value as a Percentage of GAAP Equity	Change in Fair Value as a Percentage of Assets	Percentage Change in Projected Net Interest Income (3)
75	(6.7)%	(1.6)%	(7.1)%
50	(4.5)%	(1.0)%	(4.8)%
25	(2.2)%	(0.5)%	(2.5)%
(25)	2.8 %	0.6 %	1.9 %
(50)	5.6 %	1.3 %	2.2 %
(75)	7.1 %	1.6 %	2.2 %

(1) Includes investments held through affiliated entities that are reported as "Investments in debt and equity of affiliates" on our consolidated balance sheet, but excludes AG Arc.
(2) Does not include cash investments, which typically have overnight maturities and are not expected to change in value as interest rates change.
(3) Interest income includes trades settled as of March 31, 2020.

The information set forth in the interest rate sensitivity table above and all related disclosures constitute forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Actual results could differ significantly from those estimated in the foregoing interest rate sensitivity table. See below for additional risks which may impact the fair value of our assets, GAAP equity and net income.

Liquidity risk

Our primary liquidity risk arises from financing long-maturity assets with shorter-term financings primarily in the form of repurchase agreements. Our Manager seeks to mitigate our liquidity risks by maintaining a prudent level of leverage, monitoring our liquidity position on a daily basis and maintaining a cushion of cash and unpledged real estate securities and loans in our portfolio in order to meet future margin calls. In addition, our Manager seeks to further mitigate our liquidity risk by (i) diversifying our exposure across a number of financing counterparties and (ii) monitoring the ongoing financial stability of our financing counterparties.

As discussed throughout this report, the COVID-19 pandemic driven disruptions in the real estate, mortgage and financial markets have negatively affected and are expected to continue to negatively affect our liquidity. During the three months ended March 31, 2020, we observed a mark-down of a portion of our assets by the counterparties to our repurchase agreements, resulting in us having to pay cash or additional securities to counterparties to satisfy margin calls that were well beyond historical norms. To conserve capital, protect assets and to pause the escalating negative impacts caused by the market dislocation and allow the markets for many of our assets to stabilize, on March 20, 2020, we notified our repurchase agreement counterparties that we did not expect to fund the existing and anticipated future margin calls under our repurchase agreements and commenced discussions with our counterparties with regard to entering into forbearance agreements.

In response to these conditions, we sold assets, reduced the amount of our outstanding financing arrangements and the number of our financing counterparties, and entered into forbearance agreements with our largest financing counterparties. As previously described, on June 10, 2020, we entered into a Reinstatement Agreement, pursuant to which the parties thereto agreed to terminate the Forbearance Agreement and to permanently waive all existing and prior events of default under our financing agreements and to reinstate each Bilateral Agreement, as each may be amended by agreement. For additional information related to the Forbearance Agreement and the Reinstatement Agreement, see Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations - Financing activities.

Liquidity risk – financing arrangements

We pledge real estate securities or mortgage loans and cash as collateral to secure our financing arrangements. Should the fair value of our real estate securities or mortgage loans pledged as collateral decrease (as a result of rising interest rates, changes in prepayment speeds, widening of credit spreads or otherwise), we will likely be subject to margin calls for additional collateral from our financing counterparties. Should the fair value of our real estate securities or mortgage loans decrease materially and suddenly, margin calls will likely increase causing an adverse change to our liquidity position which could result in substantial losses. In addition, we cannot be assured that we will always be able to roll our financing arrangements at their scheduled maturities which could cause material additional harm to our liquidity position and result in substantial losses. Further, should funding conditions tighten as they did in 2007, 2009 and more recently in March of 2020, our financing arrangement counterparties may increase our margin requirements on new financings, including repurchase transactions that we roll at maturity with the same counterparty, which would require us to post additional collateral and would reduce our ability to use leverage and could potentially cause us to incur substantial losses.

Liquidity risk - derivatives

The terms of our interest rate swaps and futures require us to post collateral in the form of cash or Agency RMBS to our counterparties to satisfy two types of margin requirements: variation margin and initial margin.

We and our swap and futures counterparties are both required to post variation margin to each other depending upon the daily moves in prevailing benchmark interest rates. The amount of this variation margin is derived from the mark to market valuation of our swaps or futures. Hence, as our swaps or futures lose value in a falling interest rate environment, we are required to post additional variation margin to our counterparties on a daily basis; conversely, as our swaps or futures gain value in a rising interest rate environment, we are able to recall variation margin from our counterparties. By recalling variation margin from our swaps or futures counterparties, we are able to partially mitigate the liquidity risk created by margin calls on our repurchase transactions during periods of rising interest rates.

Initial margin works differently. Collateral posted to meet initial margin requirements is intended to create a safety buffer to benefit our counterparties if we were to default on our payment obligations under the terms of the swaps or futures and our counterparties were forced to unwind the swap or futures. For trades executed on a bilateral basis, the initial margin is set at the outset of each trade as a fixed percentage of the notional amount of the trade. This means that once we post initial margin at the outset of a bilateral trade, we will have no further posting obligations as it pertains to initial margin. However, the initial margin

on our centrally cleared trades varies from day to day depending upon various factors, including the absolute level of interest rates and the implied volatility of interest rates. There is a distinctly positive correlation between initial margin, on the one hand, and the absolute level of interest rates and implied volatility of interest rates, on the other hand. As a result, in times of rising interest rates or increasing rate volatility, we anticipate that the initial margin required on our centrally-cleared trades will likewise increase, potentially by a substantial amount. These margin increases will have a negative impact on our liquidity position and will likely impair the intended liquidity risk mitigation effect of our swaps and futures discussed above.

Our TBA dollar roll contracts are also subject to margin requirements governed by the Mortgage-Backed Securities Division ("MBSD") of the Fixed Income Clearing Corporation and by our prime brokerage agreements, which may establish margin levels in excess of the MBSD. Such provisions require that we establish an initial margin based on the notional value of the TBA contract, which is subject to increase if the estimated fair value of our TBA contract or the estimated fair value of our pledged collateral declines. The MBSD has the sole discretion to determine the value of our TBA contracts and of the pledged collateral securing such contracts. In the event of a margin call, we must generally provide additional collateral, either securities or cash, on the same business day.

Prepayment risk

Premiums arise when we acquire real estate assets at a price in excess of the principal balance of the mortgages securing such assets (i.e., par value). Conversely, discounts arise when we acquire assets at a price below the principal balance of the mortgages securing such assets. Premiums paid on our assets are amortized against interest income and accretable purchase discounts on our assets are accreted to interest income. Purchase premiums on our assets, which are primarily carried on our Agency RMBS, are amortized against interest income over the life of each respective asset using the effective yield method, adjusted for actual prepayment activity. An increase in the prepayment rate, as measured by the CPR, will typically accelerate the amortization of purchase premiums, thereby reducing the yield or interest income earned on such assets. Generally, if prepayments on our Non-Agency RMBS or mortgage loans are less than anticipated, we expect that the income recognized on such assets would be reduced due to the slower accretion of purchase discounts, and impairments could result.

As further discussed in Note 2 of the "Notes to Consolidated Financial Statements (unaudited)," differences between previously estimated cash flows and current actual and anticipated cash flows caused by changes to prepayment or other assumptions are adjusted retrospectively through a "catch up" adjustment for the impact of the cumulative change in the effective yield through the reporting date for securities accounted for under ASC 320-10 (generally, Agency RMBS) or adjusted prospectively through an adjustment of the yield over the remaining life of the investment for investments accounted for under ASC 325-40 (generally, Non-Agency RMBS, ABS, CMBS, Excess MSR and interest-only securities) and mortgage loans accounted for under ASC 310-30.

In addition, our interest rate hedges are structured in part based upon assumed levels of future prepayments within our real estate securities or mortgage loan portfolio. If prepayments are slower or faster than assumed, the life of the real estate securities or mortgage loans will be longer or shorter than assumed, respectively, which could reduce the effectiveness of our Manager’s hedging strategies and may cause losses on such transactions.

Our Manager seeks to mitigate our prepayment risk by investing in real estate assets with a variety of prepayment characteristics as well as by attempting to maintain in our portfolio a mix of assets purchased at a premium with assets purchased at a discount. Given the combination of low interest rates, government stimulus and high unemployment, and other disruptions related to COVID-19, it has become more difficult to predict prepayment levels for the securities in our portfolio.

Real estate value risk

Residential and commercial property values are subject to volatility and may be affected adversely by a number of factors outside of our control, including, but not limited to, national, regional and local economic conditions (which may be adversely affected by industry slowdowns and other factors); local real estate conditions (such as an oversupply of housing or commercial real estate); construction quality, age and design; demographic factors; and retroactive changes to building or similar codes. Decreases in property values could cause us to suffer losses and reduce the value of the collateral underlying our RMBS and CMBS portfolios as well as the potential sale proceeds available to repay our loans in the event of a default. In addition, substantial decreases in property values can increase the rate of strategic defaults by residential mortgage borrowers which can impact and create significant uncertainty in the recovery of principal and interest on our investments.

Credit risk

We are exposed to the risk of potential credit losses from an unanticipated increase in borrower defaults as well as general credit spread widening on any Non-Agency assets in our portfolio, including residential and commercial mortgage loans as well as Non-Agency RMBS, CMBS, Excess MSRs and Interest Only investments related to Non-Agency and CMBS. We seek to manage this risk through our Manager's pre-acquisition due diligence process and, if available, through the use of non-recourse financing, which limits our exposure to credit losses to the specific pool of collateral which is the subject of the non-recourse financing. Our Manager's pre-acquisition due diligence process includes the evaluation of, among other things, relative valuation, supply and demand trends, the shape of various yield curves, prepayment rates, delinquency and default rates, recovery of various sectors and vintage of collateral.

Concern surrounding the ongoing COVID-19 pandemic and certain of the actions taken to reduce its spread has caused and is likely to continue to cause business shutdowns, limitations on commercial activity and financial transactions, labor shortages, supply chain interruptions, increased unemployment and property vacancy and lease default rates, reduced profitability and ability for property owners to make loan, mortgage and other payments, and overall economic and financial market instability, all of which may cause an increase in credit risk of our credit sensitive assets. We expect delinquencies, defaults and requests for forbearance arrangements to rise as savings, incomes and revenues of borrowers, operating partners and other businesses become increasingly constrained from the resulting slow-down in economic activity. Any future period of payment deferrals, forbearance, delinquencies, defaults, foreclosures or losses will likely adversely affect our net interest income from residential loans, mezzanine loans and our RMBS and CMBS investments, the fair value of these assets, our ability to liquidate the collateral that may underlie these investments and obtain additional financing and the future profitability of our investments. Further, in the event of delinquencies, defaults and foreclosure, regulatory changes and policies designed to protect borrowers and renters may slow or prevent us from taking remediation actions. See "Management's Discussion and Analysis of Financial Condition and Results of Operations – Liquidity and Capital Resources," and "Part II – Item 1A. Risk Factors" in this report for more information on how COVID-19 may impact the credit quality of our credit sensitive assets and the credit quality of the underlying borrowers or operating partners.

Basis risk

Basis risk refers to the possible decline in our book value triggered by the risk of incurring losses on the fair value of our Agency RMBS as a result of widening market spreads between the yields on our Agency RMBS and the yields on comparable duration Treasury securities. The basis risk associated with fluctuations in fair value of our Agency RMBS may relate to factors impacting the mortgage and fixed income markets other than changes in benchmark interest rates, such as actual or anticipated monetary policy actions by the Federal Reserve, market liquidity, or changes in required rates of return on different assets. Consequently, while we use interest rate swaps and other hedges to protect against moves in interest rates, such instruments will generally not protect our net book value against basis risk.

Foreign currency risk

We intend to hedge our currency exposures in a prudent manner. However, our currency hedging strategies may not eliminate all of our currency risk due to, among other things, uncertainties in the timing and/or amount of payments received on the related investments, and/or unequal, inaccurate, or unavailable hedges to perfectly offset changes in future exchange rates. Additionally, we may be required under certain circumstances to collateralize our currency hedges for the benefit of the hedge counterparty, which could adversely affect our liquidity.

Consistent with our strategy of hedging foreign currency exposure on certain investments, we typically enter into a series of forwards to fix the U.S. dollar amount of foreign currency denominated cash flows (interest income and principal payments) we expect to receive from our foreign currency denominated investments. Accordingly, the notional values and expiration dates of our foreign currency hedges approximate the amounts and timing of future payments we expect to receive on the related investments.

Capital Market Risk

We are exposed to risks related to the equity capital markets, and our related ability to raise capital through the issuance of our common stock, preferred stock or other equity instruments. We are also exposed to risks related to the debt capital markets, and our related ability to finance our business through credit facilities or other debt instruments. As a REIT, we are required to distribute a significant portion of our taxable income annually, which constrains our ability to accumulate operating cash flow and therefore may require us to utilize debt or equity capital to finance our business. We seek to mitigate these risks by

monitoring the debt and equity capital markets to inform our decisions on the amount, timing, and terms of capital we raise. The ongoing COVID-19 pandemic has resulted in extreme volatility in a variety of global markets, including the U.S. financial, mortgage and real estate markets. U.S. financial markets, in particular, are experiencing limited liquidity and a high level of volatility. In reaction to these tumultuous market conditions, banks and other financing participants have generally restricted or limited lending activity and requested margin posting or repayments where applicable. We expect these conditions to persist for the near future and this may adversely affect our ability to access capital to fund our operations, meet our obligations and make distributions to our stockholders.

ITEM 4. CONTROLS AND PROCEDURES

(a) Evaluation of Disclosure Controls and Procedures

Our management is responsible for establishing and maintaining disclosure controls and procedures that are designed to ensure that information the Company is required to disclose in the reports that it files or submits under the Securities Exchange Act of 1934, as amended (the "Exchange Act") is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include controls and procedures designed to ensure that the Company's management, including its principal executive officer and principal financial officer, as appropriate, allow for timely decisions regarding required disclosure.

We have evaluated, with the participation of our principal executive officer and principal financial officer, the effectiveness of our disclosure controls and procedures as of March 31, 2020. There are inherent limitations to the effectiveness of any system of disclosure controls and procedures, including the possibility of human error and the circumvention or overriding of the controls and procedures. Accordingly, even effective disclosure controls and procedures can only provide reasonable assurance of achieving their control objectives. Based upon our evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the applicable rules and forms, and that it is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow for timely decisions regarding required disclosure.

(b) Changes in Internal Control over Financial Reporting

No change occurred in our internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) during the period covered by this quarterly report that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

We are at times subject to various legal proceedings arising in the ordinary course of business. In addition, in the ordinary course of business, we can be and are involved in governmental and regulatory examinations, information gathering requests, investigations and proceedings. As of the date of this report, we are not party to any litigation or legal proceedings, or to our knowledge, any threatened litigation or legal proceedings, which we believe, individually or in the aggregate, would have a material adverse effect on our results of operations or financial condition.

On March 25, 2020, certain of the Company's subsidiaries filed a suit in federal district court in New York seeking to enjoin Royal Bank of Canada and one of its affiliates ("RBC") from selling certain assets that the Company had on repo with RBC and seeking damages (*AG MIT CMO et al. v. RBC (Barbados) Trading Corp. et al., 20-cv-2547, U.S. District Court, Southern District of New York*. On March 31, 2020, the Company withdrew, as moot, its request for injunctive relief in the complaint based on the court's ruling on March 25, 2020 relating to the sale at issue. As previously disclosed on Form 8-K, filed with the SEC on June 2, 2020, the Company entered into a settlement agreement with RBC on May 28, 2020, pursuant to which the Company and RBC mutually released each other from further claims related to the repurchase agreements at issue. As part of the settlement, the Company paid RBC $5.0 million in cash and issued to RBC a secured promissory note in the principal amount of $2.0 million. As of March 31, 2020, the Company had determined that a material loss was probable and a loss contingency of $7.0 million was established as of that date. The Company has recognized this liability in the "Net realized gain/(loss)" line item on the consolidated statement of operations. Subsequent to quarter end, the Company repaid the secured promissory note due to RBC in full.

ITEM 1A. RISK FACTORS.

Refer to the risks identified under the caption "Risk Factors", in our Annual Report on Form 10-K for the year ended December 31, 2019 and our subsequent filings, which are available on the Securities and Exchange Commission’s website at www.sec.gov, and in the "Forward-Looking Statements" and "Management’s Discussion and Analysis of Financial Condition and Results of Operations" sections herein.

The novel coronavirus pandemic, measures intended to prevent its spread and government actions to mitigate its economic impact has had and may continue to have a material adverse effect on our business, liquidity, results of operations, financial condition, and ability to make distributions to our stockholders.

The novel coronavirus (COVID-19) pandemic is causing significant disruptions to the U.S. and global economies and has contributed to volatility and negative pressure in financial markets. The outbreak has led governments and other authorities around the world to impose measures intended to control its spread, including restrictions on freedom of movement and business operations such as travel bans, border closings, business closures, quarantines and shelter-in-place orders. The impact of the pandemic and measures to prevent its spread have negatively impacted us and could further negatively impact our business. Recently, we have experienced declines in the value of our target assets as well as adverse developments with respect to the cost and terms of financing available to us, and have received margin calls, default notices and deficiency letters from certain of our financing counterparties. Additionally, we expect over the near and long term that the economic impacts of the pandemic will impact the financial stability of the mortgage loans and mortgage loan borrowers underlying the residential and commercial securities and loans that we own and, as a result, anticipate that the number of borrowers who become delinquent or default on their loans may increase significantly. Elevated levels of delinquency or default would have an adverse impact on our income and the value of our assets. Forced sales of the securities and other assets that secure our repurchase and other financing arrangements in the current environment have been, and will likely continue to be, on terms less favorable to us than might otherwise be available in a regularly functioning market and could result in deficiency judgments and other claims against us. To the extent current conditions persist or worsen, we expect there to be a materially negative effect on our results of operations, and, in turn, cash available for distribution to our stockholders and on the value of our assets.

In response to the pandemic, the U.S. government has taken various actions to support the economy and the continued functioning of the financial markets. The Federal Reserve has announced its commitment to purchase unlimited amounts of U.S. Treasuries, mortgage-backed securities, municipal bonds and other assets. In addition, President Trump signed into law the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which will provide billions of dollars of relief to individuals, businesses, state and local governments, and the health care system suffering the impact of the pandemic, including mortgage loan forbearance and modification programs to qualifying borrowers who have difficulty making their loan payments. Moreover, certain actions taken by U.S. or other governmental authorities, including the Federal Reserve, that are intended to ameliorate the macroeconomic effects of COVID-19 may harm our business. Decreases in short-term interest rates, such as those announced by the Federal Reserve late in our 2019 fiscal year and during the first fiscal quarter of 2020, may have a negative impact on our results, as we have certain assets and liabilities which are sensitive to changes in interest rates. The Federal Reserve recently significantly further lowered interest rates in response to COVID-19 pandemic concerns. These market interest rate declines have negatively affected our results of operations for prior periods and may continue to negatively affect our results of operations for future periods.

There can be no assurance as to how, in the long term, these and other actions by the U.S. government will affect the efficiency, liquidity and stability of the financial and mortgage markets. To the extent the financial or mortgage markets do not respond

favorably to any of these actions, or such actions do not function as intended, our business, results of operations and financial condition may continue to be materially adversely affected.

Our inability to access funding or the terms on which funding is available could have a material adverse effect on our results of operations and financial condition, particularly in light of ongoing market dislocations resulting from the COVID-19 pandemic.

Our ability to fund our operations, meet financial obligations and finance asset acquisitions may be impacted by an inability to secure and maintain our repurchase agreements with our counterparties. Because repurchase agreements are short-term commitments of capital, repurchase agreement counterparties may respond to market conditions in a manner that makes it more difficult for us to renew or replace on a continuous basis our maturing short-term financings and have and may continue to impose more onerous conditions when rolling such financings. If we are not able to renew or roll our existing repurchase agreements or arrange for new financing on terms acceptable to us, or if we default on our financial covenants, are otherwise unable to access funds under our financing arrangements, or if we are required to post more collateral or face larger haircuts on our financings, we may have to dispose of assets at significantly depressed prices and at inopportune times, which could cause significant losses, and may also force us to curtail our asset acquisition activities. If we are faced with a larger haircut in order to roll a financing with a particular counterparty, or in order to move a financing from one counterparty to another, then we would need to make up the difference between the two haircuts in the form of cash, which could similarly require us to dispose of assets at significantly depressed prices and at inopportune times, which could cause significant losses.

Issues related to financing are exacerbated in times of significant dislocation in the financial markets, such as those being experienced now in connection with the COVID-19 pandemic. It is possible that our financing counterparties will become unwilling or unable to provide us with financing, and we could be forced to sell our assets at an inopportune time when prices are depressed or markets are illiquid, which could cause significant losses. In addition, if the regulatory capital requirements imposed on our financing counterparties change, they may be required to significantly increase the cost of the financing that they provide to us, or to increase the amounts of collateral they require as a condition to providing us with financing. Our financing counterparties also have revised, and may continue to revise, their eligibility requirements for the types of assets that they are willing to finance or the terms of such financings, including increased haircuts and requiring additional cash collateral, based on, among other factors, the regulatory environment and their management of actual and perceived risk, particularly with respect to assignee liability. Moreover, the amount of financing that we receive under our repurchase agreements will be directly related to our counterparties' valuation of our assets that collateralize the outstanding repurchase agreement financing. Typically, repurchase agreements grant the repurchase agreement counterparty the absolute right to reevaluate the fair market value of the assets that cover the amount financed under the repurchase agreement at any time. If a repurchase agreement counterparty determines in its sole discretion that the value of the assets subject to the repurchase agreement financing has decreased, it has the right to initiate a margin call. These valuations may be different than the values that we ascribe to these assets and may be influenced by recent asset sales at distressed levels by forced sellers. A margin call requires us to transfer additional assets to a repurchase agreement counterparty without any advance of funds from the counterparty for such transfer or to repay a portion of the outstanding repurchase agreement financing. We would also be required to post additional collateral if haircuts increase under a repurchase agreement. In these situations, we could be forced to sell assets at significantly depressed prices to meet such margin calls and to maintain adequate liquidity, which could cause significant losses.

Significant margin calls could have a material adverse effect on our results of operations, financial condition, business, liquidity, and ability to make distributions to our stockholders, and could cause the value of our capital stock to decline. As a result of the COVID-19 outbreak, late in the first quarter of 2020, we observed a mark-down of a portion of our assets by our repurchase agreement counterparties, resulting in us having to pay cash or additional securities to satisfy margin calls that were well beyond historical norms. These trends had and, if continued, could continue to have a material adverse impact on our liquidity and could lead to significant losses.

We expect that the economic and market disruptions caused by COVID-19 will adversely impact the financial condition of the borrowers of our loans and the loans that underlie our investment securities and limit our ability to grow our business.

We are subject to risks related to residential mortgage loans, commercial mortgage loans, and mezzanine loans. Over the near and long term, we expect that the economic and market disruptions caused by COVID-19 will adversely impact the financial condition of the borrowers of our residential mortgage loans and the loans that underlie our residential MBS ("RMBS") and commercial MBS ("CMBS") investments. As a result, we anticipate that the number of borrowers who become delinquent or default on their financial obligations may increase significantly, and in addition to borrowers who are seeking to defer the payment of principal and/or interest or other payments on certain of the loans that we own. When a residential mortgage loan is delinquent, or in default, forbearance or foreclosure, we may be required to advance payments for taxes and insurance associated with the underlying property to protect our interest in the loan collateral when we might otherwise use the cash to invest in our targeted assets or reduce our financings. Such increased levels of payment delinquencies, defaults, foreclosures, forbearance arrangements or losses would adversely affect our business, financial condition, results of operations and our

ability to make distributions to our stockholders, and any such impact may be material. Moreover, a number of states are considering or have already implemented temporary moratoriums on the ability of lenders to initiate foreclosures, which could further limit our ability to foreclose and recover against our collateral, or pursue recourse claims (should they exist) against a borrower or operating partner in the event of a default or failure to meet its financial obligations to us.

We expect delinquencies, defaults and requests for forbearance arrangements to rise as savings, incomes and revenues of borrowers, operating partners and other businesses become increasingly constrained from the slow-down in economic activity caused by the COVID-19 pandemic. Any future period of payment deferrals, forbearance, delinquencies, defaults, foreclosures or losses will likely adversely affect our net interest income from residential mortgage loans, mezzanine loans and our RMBS and investments, the fair value of these assets and our ability to originate and acquire our target assets, which would materially and adversely affect us. In addition, to the extent current conditions persist or worsen, we expect that real estate values may decline, which will likely reduce the fair value of our assets and may also reduce the level of new mortgage and other residential real estate-related investment opportunities available to us, which would adversely affect our ability to grow our business and fully execute our investment strategy, could decrease our earnings and liquidity, and may expose us to further margin calls.

Market disruptions caused by COVID-19 may make it more difficult for the loan servicers we rely on to perform a variety of services for us, which may adversely impact our business and financial results.

In connection with our business of acquiring and holding residential mortgage loans and investing in CMBS, and non-Agency RMBS, we rely on third-party service providers, principally loan servicers, to perform a variety of services, comply with applicable laws and regulations, and carry out contractual covenants and terms. For example, we rely on the mortgage servicers who service the mortgage loans we purchase as well as the loans underlying our CMBS and non-Agency RMBS to, among other things, collect principal and interest payments on such loans and perform loss mitigation services, such as forbearance, workouts, modifications, foreclosures, short sales and sales of foreclosed property. Over the near and long term, we expect that the economic and market disruptions caused by COVID-19 will adversely impact the financial condition of the borrowers of our residential mortgage loans and the loans that underlie our RMBS and CMBS investments. As a result, we anticipate that the number of borrowers who request a payment deferral or forbearance arrangement or become delinquent or default on their financial obligations may increase significantly, and such increase may place greater stress on the servicers' finances and human capital, which may make it more difficult for these servicers to successfully service these loans. In addition, many loan servicing activities are not permitted to be done through a remote work setting. To the extent that shelter-in-place orders and remote work arrangements for non-essential businesses continue in the future, loan servicers may be materially adversely impacted. As a result, we could be materially and adversely affected if a mortgage servicer is unable to adequately or successfully service our residential mortgage loans and the loans that underlie our RMBS and CMBS or if any such servicer experiences financial distress.

Our ability to make distributions to our stockholders has been and may continue to be adversely affected by COVID-19.

We are generally required to distribute to our stockholders at least 90% of our REIT taxable income (excluding net capital gain and without regard to the deduction for dividends paid) each year for us to qualify as a REIT under the Internal Revenue Code, which requirement we have historically satisfied through quarterly distributions of all or substantially all of our REIT taxable income in such year, subject to certain adjustments. However, in light of the negative impact on our liquidity caused by the recent economic and market turmoil resulting from COVID-19, we announced on March 27, 2020 that our board of directors elected to suspend the payment of quarterly dividends on our common stock and our 8.25% Series A Cumulative Redeemable Preferred Stock, 8.00% Series B Cumulative Redeemable Preferred Stock, and our 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock. As of the date of this report, we have not yet reinstated quarterly dividends on any of our capital stock. No assurance can be given that we will be able to reinstate quarterly dividends on our common stock and/or preferred stock or make any other distributions to our stockholders at any time in the future or that the level of any distributions we do make to our stockholders will achieve a market yield or increase or even be maintained over time. Under the terms governing our series of preferred stock, we generally cannot pay cash dividends with respect to our common stock if dividends on our preferred stock are in arrears.

Additionally, in 2017, the Internal Revenue Service issued a revenue procedure permitting "publicly offered" REITs (i.e., REITs required to file annual and periodic reports with the SEC under the Exchange Act) to make elective cash/stock dividends (i.e., dividends paid in a mixture of stock and cash), with at least 20% of the total distribution being paid in cash, to satisfy their REIT distribution requirements. In May 2020, the Internal Revenue Service temporarily reduced the minimum cash component from 20% to 10% for dividends declared on or after April 1, 2020 until December 31, 2020. Pursuant to this revenue procedure, we may elect to make future distributions of our taxable income to common stockholders in a mixture of our common stock and cash. Taxable stockholders receiving such distributions will be required to include the full amount of the distribution as ordinary income to the extent of our current and accumulated earnings and profits for U.S. federal income tax purposes. As a result, common stockholders may be required to pay income taxes with respect to such dividends in excess of cash received. If

a U.S. stockholder sells the common stock that it receives as a dividend in order to pay this tax, the sale proceeds may be less than the amount included in income with respect to the dividend, depending on the market price of our common stock at the time of the sale. Furthermore, with respect to certain non-U.S. stockholders, we or the applicable withholding agent may be required to withhold U.S. tax with respect to such dividends, including in respect of all or a portion of such dividend that is payable in common stock. In addition, if a significant number of our stockholders determine to sell shares of our common stock in order to pay taxes owed on dividends, it may put downward pressure on the trading price of our common stock.

We have experienced, and may experience in the future, a decline in the fair value of our investments as a result of COVID-19, which could materially and adversely affect us.

During the quarter ended March 31, 2020, we experienced a significant amount of realized and unrealized losses on our assets. A future decline in the fair value of our investments as a result of COVID-19 may require us to recognize an impairment under U.S. GAAP if we were to determine that, with respect to any assets in unrealized loss positions, we do not have the ability and intent to hold such assets to maturity or for a period of time sufficient to allow for recovery to the original acquisition cost of such assets. If such a determination were to be made, we would recognize unrealized losses through earnings and write down the amortized cost of such assets to a new cost basis, based on the fair value of such assets on the date they are considered to be impaired. Such impairment charges reflect non-cash losses at the time of recognition. The subsequent disposition or sale of such assets could further affect our future losses or gains, as they are based on the difference between the sale price received and adjusted amortized cost of such assets at the time of sale. If we experience a decline in the fair value of our investments, it could materially and adversely affect our business, results of operations, financial condition and ability to make distributions to our stockholders.

Negative impacts on our business caused by COVID-19 may cause us to default on certain financial covenants contained in our financing arrangements.

The repurchase agreements that finance a portion of our investment portfolio, and repurchase agreements we enter into in the future, may contain financial covenants. The negative impacts on our business caused by COVID-19 have and may make it more difficult to meet or satisfy these covenants, and we cannot assure you that we will remain in compliance with these covenants in the future.

If we fail to meet or satisfy any of these covenants, we would be in default under these agreements, which could result in a cross-default or cross-acceleration under other financing arrangements, and the financing counterparties could elect to declare the repurchase price due and payable (or such amounts may automatically become due and payable), terminate their commitments, require the posting of additional collateral and enforce their respective interests against existing collateral. A default also could significantly limit our financing alternatives, which could cause us to curtail our investment activities or dispose of assets when we otherwise would not choose to do so. As a result, a default on any of our financing agreements could materially and adversely affect our business, results of operations, financial condition and ability to make distributions to our stockholders.

Measures intended to prevent the spread of COVID-19 have disrupted our ability to operate our business.

In response to the outbreak of COVID-19 and the federal and state mandates implemented to control its spread, all of our Manager's personnel are working remotely. If our Manager's personnel are unable to work effectively as a result of COVID-19, including because of illness, quarantines, office closures, ineffective remote work arrangements or technology failures or limitations, our operations would be adversely impacted. Further, remote work arrangements may increase the risk of cyber-security incidents and cyber-attacks, which could have a material adverse effect on our business and results of operations, due to, among other things, the loss of investor or proprietary data, interruptions or delays in the operation of our business and damage to our reputation.

We cannot predict the effect that government policies, laws, and plans adopted in response to the COVID-19 pandemic or other future outbreaks involving highly infectious or contagious diseases and resulting recessionary economic conditions will have on us.

Governments have adopted, and we expect will continue to adopt, policies, laws, and plans intended to address the COVID-19 pandemic and adverse developments in the credit, financial, and mortgage markets that it has caused. We cannot assure you that these programs will be effective, sufficient, or otherwise have a positive impact on our business.

We may incur losses as a result of unforeseen or catastrophic events, including the emergence of a pandemic, terrorist attacks, extreme weather events or other natural disasters.

The occurrence of unforeseen or catastrophic events, including the emergence of a pandemic, such as COVID-19, or other widespread health emergency (or concerns over the possibility of such an emergency), terrorist attacks, extreme terrestrial or solar weather events or other natural disasters, could create economic and financial disruptions, and could lead to materially adverse declines in the market values of our assets, illiquidity in our investment and financing markets and our ability to effectively conduct our business.

We are subject to margin calls that could result in defaults or force us to sell assets under adverse market conditions or through foreclosure.
We enter into financing arrangements to finance the acquisition of our target assets. Pursuant to the terms of the Bilateral Agreements and any future borrowings under additional financing arrangements, a decline in the value of the collateral may result in our lenders initiating margin calls. A margin call requires us to pledge additional collateral to re-establish the ratio of the value of the collateral to the amount borrowed. The specific collateral value to borrowing ratio that would trigger a margin call is not set in the master repurchase agreements or loan agreements and is not determined until we engage in a repurchase transaction or borrowing arrangement under these agreements. In addition, some collateral may be more illiquid than other instruments in which we invest, which typically have more stringent margin requirements in a volatile market environment. Moreover, collateral that prepays more quickly increases the frequency and magnitude of potential margin calls as there is a significant time lag between when the prepayment is reported (which reduces the market value of the security) and when the principal payment is actually received. If we are unable to satisfy margin calls, our lenders may foreclose on our collateral. The threat, or occurrence of, a margin call could force us to sell, either directly or through a foreclosure, our collateral under adverse market conditions. Because of the leverage we have and expect to have and our size, we may incur substantial losses upon the threat or occurrence of a margin call as occurred in the first quarter of 2020 as a result of the COVID-19 pandemic.

We may be adversely affected by risks affecting borrowers or the asset or property types in which our investments may be concentrated at any given time, as well as from unfavorable changes in the related geographic regions.
Our assets are not subject to any geographic diversification or concentration limitations. We concentrate in residential mortgage-related investments. Accordingly, our investment portfolio may be concentrated by geography, asset, property type and/or borrower, increasing the risk of loss to us if the particular concentration in our portfolio is subject to greater risks or undergoing adverse developments. A significant percentage of our residential mortgage loans are concentrated in California and New York, two states adversely impacted by the COVID-19 pandemic. In addition, some of our commercial loans are located in states where recently there have been bouts of civil unrest. Adverse conditions in these areas (including business layoffs or downsizing, industry slowdowns, property damage and other factors) may have an adverse effect on the value of our investments. A material decline in the demand for real estate in these areas may materially and adversely affect us.

Loss of our exemption from regulation under the Investment Company Act would negatively affect the value of shares of our common stock and our ability to distribute cash to our stockholders.
We conduct our operations so that we maintain an exemption from the Investment Company Act. Under Section 3(a)(1)(C) of the Investment Company Act, a company is deemed to be an investment company if it is engaged, or proposes to engage, in the business of investing, reinvesting, owning, holding or trading in securities and owns or proposes to acquire "investment securities" having a value exceeding 40% of the value of its total assets (exclusive of U.S. government securities and cash items) on an unconsolidated basis (the "40% test"). "Investment securities" do not include, among other things, U.S. government securities, and securities issued by majority-owned subsidiaries that (i) are not investment companies and (ii) are not relying on the exceptions from the definition of investment company provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act (the so called "private investment company" exemptions).

In order to maintain our exempt status, we monitor our subsidiaries' compliance with Section 3(c)(5)(C) of the Investment Company Act, which exempts from the definition of "investment company" entities primarily engaged in the business of purchasing or otherwise acquiring mortgages and other liens on and interests in real estate. The staff of the Securities and Exchange Commission, or the SEC, generally requires an entity relying on Section 3(c)(5)(C) to invest at least 55% of its portfolio in "qualifying assets" and at least another 25% in additional qualifying assets or in "real estate-related" assets (with no more than 20% comprised of miscellaneous assets). As of December 31, 2019, we determined that our subsidiaries maintained compliance with both the 55% Test and the 80% Test requirements.

Due to the recent market deterioration and resulting defaults on our financing arrangements, we have sold assets to meet margin calls on our financing arrangements, and some of our subsidiaries designed to rely on Section 3(c)(5)(C) currently fail to meet the 55% Test, and as a result must rely on Section 3(c)(7) to avoid registration as investment companies. As a result, we no longer satisfy the 40% Test.

As we cannot rely on our historical exemption from regulation as an investment company, we now must rely upon Rule 3a-2, which provides a safe harbor exemption, not to exceed one year, for companies that have a bona fide intent to be engaged in an excepted activity but that temporarily fail to meet the requirements for another exemption from registration as an investment company. As required by the rule, after we learned that we would become out of compliance, our board of directors promptly adopted a resolution declaring our bona fide intent to be engaged in excepted activities and we are currently working to restore our assets to compliance. The one-year grace period started when we sold our 30 Year Fixed Rate Agency securities, which was in March of 2020.

There is no assurance that we will not be deemed subject to the 1940 Act and be required to register as an investment company. While in transient investment company status, we will actively pursued alternatives for regaining compliance with the exemption. Qualification for exemption from the definition of investment company under the Investment Company Act limits our ability to make certain investments. For example, these restrictions limit our and our subsidiaries' ability to invest directly in mortgage-related securities that represent less than the entire ownership in a pool of mortgage loans, debt and equity tranches of securitizations, certain real estate companies or assets not related to real estate. If we fail to qualify for these exemptions, or the SEC determines that companies that invest in RMBS are no longer able to rely on these exemptions, we would become subject to substantial regulation with respect to our capital structure (including our ability to use leverage), management, operations, transactions with affiliated persons (as defined in the Investment Company Act), and portfolio composition, including restrictions with respect to diversification and industry concentration and other matters. In either case we could be required to restructure our activities and investments in a manner that, or at a time when, we would not otherwise choose to do so, or we may be required to register as an investment company under the Investment Company Act. Either of these outcomes could negatively affect our business, the value of shares of our stock and our ability to make distributions to our stockholders.

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

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

None.

ITEM 4. MINE SAFETY DISCLOSURES

None.

ITEM 5. OTHER INFORMATION.

None.

ITEM 6. EXHIBITS.

Exhibit No.	Description
*3.1	Articles of Amendment and Restatement of AG Mortgage Investment Trust, Inc., incorporated by reference to Exhibit 3.1 of Amendment No. 2 to our Registration Statement on Form S-11, filed with the Securities and Exchange Commission on April 18, 2011 ("Pre-Effective Amendment No. 2").
*3.2	Articles of Amendment to Articles of Amendment and Restatement of AG Mortgage Investment Trust, Inc., incorporated by reference to Exhibit 3.1 of Form 8-K, filed with the Securities and Exchange Commission on May 5, 2017.
*3.3	Amended and Restated Bylaws of AG Mortgage Investment Trust, Inc., incorporated by reference to Exhibit 3.1 of Pre-Effective Amendment No. 2.
*3.4	Articles Supplementary of 8.25% Series A Cumulative Redeemable Preferred Stock, incorporated by reference to Exhibit 3.1 of Form 8-K, filed with the Securities and Exchange Commission on August 2, 2012.
*3.5	Articles Supplementary of 8.00% Series B Cumulative Redeemable Preferred Stock, incorporated by reference to Exhibit 3.1 of Form 8-K, filed with the Securities and Exchange Commission on September 24, 2012.
*3.6	Articles Supplementary of 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock, incorporated by reference to Exhibit 3.5 of Form 8-A12B, filed with the Securities and Exchange Commission on September 16, 2019.
*4.1	Specimen Stock Certificate of AG Mortgage Investment Trust, Inc., incorporated by reference to Exhibit 4.1 of Pre-Effective Amendment No. 2.
*4.2	Specimen 8.25% Series A Cumulative Redeemable Preferred Stock Certificate, incorporated by reference to Exhibit 4.1 of Form 8-K, filed with the Securities and Exchange Commission on August 2, 2012.
*4.3	Specimen 8.00% Series B Cumulative Redeemable Preferred Stock Certificate, incorporated by reference to Exhibit 4.1 of Form 8-K, filed with the Securities and Exchange Commission on September 24, 2012.
*4.4	Specimen 8.000% Series C Fixed-to-Floating Rate Cumulative Redeemable Preferred Stock Certificate, incorporated by reference to Exhibit 3.9 of Form 8-A12B, filed with the Securities and Exchange Commission on September 16, 2019.
*4.5	Description of Securities Registered Pursuant to Section 12 of the Securities Exchange Act of 1934, incorporated by reference to Exhibit 4.5 of Form 10-K, filed with the Securities and Exchange Commission on February 28, 2020.
*10.1	Form of Registration Rights Agreement by and between the Company and the purchasers of units and shares in the private placement, dated June 29, 2011, incorporated by reference to Exhibit 10.1 of Amendment No. 7 to our Registration Statement on Form S-11, filed with the Securities and Exchange Commission on June 29, 2011 ("Pre-Effective Amendment No. 7").
*10.2	Form of Management Agreement, dated June 29, 2011 by and between the Company and AG REIT Management, LLC, incorporated by reference to Exhibit 10.3 of Amendment No. 3 to our Registration Statement on Form S-11, filed with the Securities and Exchange Commission on April 25, 2011.**
*10.3	Equity Incentive Plan, dated July 6, 2011, incorporated by reference to Exhibit 10.4 of Pre-Effective Amendment No. 2.**
*10.4	Manager Equity Incentive Plan, dated July 6, 2011, incorporated by reference to Exhibit 10.5 of Pre-Effective Amendment No. 2.**

*10.5	Form of Equity Incentive Plan Restricted Stock Award Agreement, dated July 6, 2011, incorporated by reference to Exhibit 10.6 of Pre-Effective Amendment No. 2.**
*10.6	Form of Manager Equity Incentive Plan Restricted Stock Award Agreement, dated July 6, 2011, incorporated by reference to Exhibit 10.7 of Pre-Effective Amendment No. 2.**
*10.7	Form of Indemnification Agreement, dated July 6, 2011, by and between the Company and the Company's directors and officers, incorporated by reference to Exhibit 10.10 of Pre-Effective Amendment No. 7.
*10.8	Amended and Restated Master Repurchase and Securities Contract dated as of April 12, 2013 between AG MIT, LLC, AG Mortgage Investment Trust, Inc. and Wells Fargo Bank, National Association, incorporated by reference to Exhibit 99.1 of Form 8-K, filed with the Securities and Exchange Commission on April 15, 2013.
*10.9	Guarantee Agreement dated as of April 9, 2012 by AG Mortgage Invest Trust, Inc. in favor of Wells Fargo Bank, National Association, incorporated by reference to Exhibit 99.2 of Form 8-K, filed with the Securities and Exchange Commission on April 10, 2012.
*10.10	Amended and Restated Master Repurchase and Securities Contract dated as of February 11, 2014 between AG MIT WFB1 2014 LLC and Wells Fargo Bank, National Association, incorporated by reference to Exhibit 99.1 of Form 8-K, filed with the Securities and Exchange Commission on February 21, 2014.
*10.11	Guarantee Agreement dated as of February 11, 2014 by AG MIT, LLC and AG Mortgage Invest Trust, Inc. in favor of Wells Fargo Bank, National Association, incorporated by reference to Exhibit 99.2 of Form 8-K, filed with the Securities and Exchange Commission on February 21, 2014.
*10.12	Master Repurchase and Securities Contract dated as of September 17, 2014, as amended by Omnibus Amendment No.1, dated as of August 4, 2015, between AG MIT CREL LLC and Wells Fargo Bank, National Association, incorporated by reference to Exhibit 99.1 of Form 8-K, filed with the Securities and Exchange Commission on September 18, 2014.
*10.13	Guarantee Agreement dated as of September 17, 2014 as amended by Omnibus Amendment No.1, dated as of August 4, 2015, by AG MIT, LLC and AG Mortgage Investment Trust, Inc. in favor of Wells Fargo Bank, National Association, incorporated by reference to Exhibit 99.2 of Form 8-K, filed with the Securities and Exchange Commission on September 18, 2014.
*10.14	Form of Restricted Stock Unit Award Agreement, dated July 1, 2014, incorporated by reference to Exhibit 10.14 on Form 10-Q, filed with the Securities and Exchange Commission on November 6, 2014.**
*10.15	Omnibus Amendment No.1 to Master Repurchase and Securities Contract, Guarantee Agreement and Fee and Pricing Letter dated as of August 4, 2015 between AG MIT CREL, LLC and Wells Fargo Bank, National Association, incorporated by reference to Exhibit 10.15 of Form 10-Q, filed with the Securities and Exchange Commission on August 6, 2015.
*10.16	Form of Restricted Stock Unit Award Agreement, dated July 1, 2017, incorporated by reference to Exhibit 10.14 on Form 10-Q, filed with the Securities and Exchange Commission on August 9, 2017.**
*10.17	Amendment No. 1 to the Equity Distribution Agreement, dated May 22, 2018, by and among the Company and JMP Securities LLC, incorporated by reference to Exhibit 1.1 of Form 8-K, filed with the Securities and Exchange Commission on May 22, 2018.
*10.18	Amendment No. 1 to the Equity Distribution Agreement, dated May 22, 2018, by and among the Company and Credit Suisse Securities (USA) LLC, incorporated by reference to Exhibit 1.2 of Form 8-K, filed with the Securities and Exchange Commission on May 22, 2018.
*10.19	Amendment Number 7 to the Master Repurchase and Securities Contract dated as of and effective as of February 18, 2014 between AG MIT WFB1 2014 LLC and Wells Fargo Bank, National Association, incorporated by reference to Exhibit 10.1 of Form 8-K, filed with the Securities and Exchange Commission on June 25, 2018.

*10.20	Purchase and Sale Agreement, dated August 31, 2018, by and among Conrex Residential Property Group 2012-2, LLC, Conrex Residential Property Group 2012-2 Operating Company, LLC, Conrex Residential Property Group 2012-2 (B2R-1) Operating Company, LLC, Conrex Residential Property Group 2012-2 (B2R-2) Operating Company, LLC, Ovation Properties, LLC, and SFR MT LLC, incorporated by reference to Exhibit 10.20 on Form 10-Q, filed with the Securities and Exchange Commission on November 9, 2018.
*10.21	Loan Agreement, dated as of September 10, 2018, by and between SFR MT LLC and Metropolitan Life Insurance Company, incorporated by reference to Exhibit 10.21 on Form 10-Q, filed with the Securities and Exchange Commission on November 9, 2018.
*10.22	Underwriting Agreement, dated February 11, 2019, by and among AG Mortgage Investment Trust, Inc., AG REIT Management, LLC and Morgan Stanley & Co. LLC, as representative of the several underwriters, incorporated by reference to Exhibit 1.1 on Form 8-K, filed with the Securities and Exchange Commission on February 14, 2019.
*10.23	Underwriting Agreement, dated September 11, 2019, by and among AG Mortgage Investment Trust, Inc., AG REIT Management, LLC and BofA Securities, Inc., as representative of the several underwriters, incorporated by reference to Exhibit 1.1 on Form 8-K, filed with the Securities and Exchange Commission on September 17, 2019.
*10.24	Purchase and Sale Agreement, dated November 4, 2019, by and between SFR MT LLC and Conrex ML Portfolio 2019-01 Operating Company, LLC, , incorporated by reference to Exhibit 10.24 on Form 10-Q, filed with the Securities and Exchange Commission on November 5, 2019.
*10.25	First Amendment to Management Agreement, dated April 6, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and AG REIT Management, LLC, incorprated by reference to Exhibit 10.1 on Form 8-K, filed with the Securities and Exchange Commission on April 8, 2020.
*10.26	The Forbearance Agreement, dated April 10, 2020, by and among AG Mortgage Investment Trust, Inc. and its undersigned affiliates, incorporated by reference to Exhibit 10.1 on Form 8-K, filed with the Securities and Exchange Commission on April 13, 2020.
*10.27	Secured Promissory Note, dated April 10, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and AG REIT Management, LLC, incorporated by reference to Exhibit 10.2 on Form 8-K, filed with the Securities and Exchange Commission on April 13, 2020.
*10.28	Security and Collateral Agency Agreement, dated April 10, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and Participating Counterparties, incorporated by reference to Exhibit 10.3 on Form 8-K, filed with the Securities and Exchange Commission on April 13, 2020.
*10.29	Security Agreement, dated April 10, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and Participating Counterparties, incorprated by reference to Exhibit 10.4 on Form 8-K, filed with the Securities and Exchange Commission on April 13, 2020.
*10.30	Intercreditor and Subordination Agreement, dated April 10, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and Wilmington Trust, incorporated by reference to Exhibit 10.5 on Form 8-K, filed with the Securities and Exchange Commission on April 13, 2020.
*10.31	Second Forbearance Agreement, dated April 27, 2020, by and among AG Mortgage Investment Trust, Inc. and its undersigned affiliates, incorprated by reference to Exhibit 10.1 on Form 8-K, filed with the Securities and Exchange Commission on April 28, 2020.
*10.32	Amendment No. 1 to Secured Promissory Note, dated April 27, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and AG REIT Management, LLC, incorporated by reference to Exhibit 10.2 on Form 8-K, filed with the Securities and Exchange Commission on April 28, 2020.

*10.33	Amendment No. 1 to Security Agreement, dated April 27, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and Participating Counterparties, incorporated by reference to Exhibit 10.3 on Form 8-K, filed with the Securities and Exchange Commission on April 28, 2020.
*10.34	Amendment No. 1 to Intercreditor and Subordination Agreement, dated April 27, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and Wilmington Trust, incorporated by reference to Exhibit 10.4 on Form 8-K, filed with the Securities and Exchange Commission on April 28, 2020.
*10.35	Mortgage Loan Purchase and Sale Agreement, dated May 28, 2020, by and between UMB Bank, Wilmington Savings Fund Society, and AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company"), incorporated by reference to Exhibit 10.1 on Form 8-K, filed with the Securities and Exchange Commission on June 2, 2020.
*10.36	Third Forbearance Agreement, dated June 1, 2020, by and among AG Mortgage Investment Trust, Inc. and its undersigned affiliates, incorprated by reference to Exhibit 10.2 on Form 8-K, filed with the Securities and Exchange Commission on June 2, 2020.
*10.37	Secured Promissory Note, dated May 28, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and Royal Bank of Canada, incorporated by reference to Exhibit 99.2 on Form 8-K, filed with the Securities and Exchange Commission on June 2, 2020.
*10.38	Security Agreement, dated May 28, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and Participating Counterparties, incorprated by reference to Exhibit 99.3 on Form 8-K, filed with the Securities and Exchange Commission on June 2, 2020.
*10.39	Intercreditor and Subordination Agreement, dated May 28, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company"), Wilmington Trust, and Royal Bank of Canada, incorporated by reference to Exhibit 99.4 on Form 8-K, filed with the Securities and Exchange Commission on June 2, 2020.
*10.40	Amended and Restated Promissory Note, dated May 28, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and AG REIT Management, LCC, incorporated by reference to Exhibit 99.5 on Form 8-K, filed with the Securities and Exchange Commission on June 2, 2020.
*10.41	Amended and Restated Security Agreement, dated May 28, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company") and Participating Counterparties, incorporated by reference to Exhibit 99.6 on Form 8-K, filed with the Securities and Exchange Commission on June 2, 2020.
*10.42	Intercreditor and Subordination Agreement, dated May 28, 2020, by and between AG Mortgage Investment Trust, Inc. a Maryland corporation (the "Company"), AG REIT Management LLC, and Royal Bank of Canada, incorporated by reference to Exhibit 99.7 on Form 8-K, filed with the Securities and Exchange Commission on June 2, 2020.
10.43	Reinstatement Agreement, dated as of June 10, 2020, by and between AG Mortgage Investment Trust, Inc. and BofA securities, Inc., Credit Suisse Securities (USA) LLC, Credit Suisse AG, Credit Suisse International, Barclays Capital Inc., Barclays Bank PLC, Wells Fargo Bank, National Association and Goldman Sachs Bank USA.
10.44	Master Repurchase Agreement, dated as of August 10, 2018, by and between AG MIT CREL II, LLC and JPMorgan Chase Bank, National Association.
10.45	Guarantee Agreement, dated as of August 10, 2018, by and between AG Mortgage Investment Trust, Inc. and JPMorgan Chase Bank, National Association.
10.46	Amended and Restated Master Repurchase Agreement, dated as of April 3, 2020, by and between Credit Suisse First Boston Mortgage Capital LLC, Credit Suisse AG, Alpine Securitization LTD and Mortgage Acquisition Trust I LLC.

10.47	Master Repurchase Agreement, dated as of June 6, 2019, by and between Credit Suisse AG, Cayman Islands Branch, Mortgage Acquisition Trust I LLC and Mortgage Acquisition Holding I LLC.
10.48	Amendment No. 1 to Master Repurchase Agreement, dated as of April 3, 2020, by and between Credit Suisse AG, Cayman Islands Branch, Mortgage Acquisition Trust I LLC and Mortgage Acquisition Holding I LLC.
10.49	Master Repurchase Agreement, dated as of February 21, 2018, by and between Credit Suisse AG, Cayman Islands Branch and GCAT Depositor 2017-19, LLC.
10.50	Guaranty, dated as of February 21, 2018, by and between AG Mortgage Investment Trust, Inc. and Credit Suisse AG, Cayman Islands Branch.
10.51	Master Repurchase Agreement, dated as of November 25, 2019, by and between Credit Suisse AG, Cayman Islands Branch and GCAT Depositor 2017-19, LLC.
10.52	Master Repurchase Agreement, dated as of February 18, 2015, by and between Credit Suisse Securities (USA) LLC and AG MIT CMO EC LLC.
10.53	Guarantee, dated as of December 19, 2018, made by AG Mortgage Investment Trust, Inc. and Barclays Bank PLC.
10.54	Amendment No. 1 to Guarantee, dated as of May 28, 2020, by and between AG Mortgage Investment Trust, Inc. and Barclays Bank PLC.
10.55	Third Amended and Restated Annex I.A Amended and Restated Additional Supplemental Terms and Conditions, dated as of May 28, 2020, by and between Barclays Bank PLC and AG MIT, LLC.
10.56	Master Repurchase Agreement, dated as of December 19, 2018, by and between Barclays Bank PLC and AG MIT, LLC.
10.57	Reinstatement Agreement, dated as of June 10, 2020, by and between AG Mortgage Investment Trust, Inc., AG MIT CREL II, LLC and JPMorgan Chase Bank, National Association.
10.58	Guaranty, dated as of February 18, 2015, by and between AG Mortgage Investment Trust, Inc. and Credit Suisse Securities (USA) LLC.
31.1	Certification of David N. Roberts pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Brian C. Sigman pursuant to Rule 13a-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of David N. Roberts pursuant to Rule 13a-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Brian C. Sigman pursuant to Rule 13a-14(b) and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document

101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Fully or partly previously filed.

** Management contract or compensatory plan or arrangement.

SIGNATURES

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

AG MORTGAGE INVESTMENT TRUST, INC.

June 12, 2020 By: /s/ David N. Roberts
David N. Roberts
Chief Executive Officer (principal executive officer)

June 12, 2020 By: /s/ Brian C. Sigman
Brian C. Sigman
Chief Financial Officer and Treasurer (principal financial officer)

June 12, 2020 By: /s/ Alison Halpern
Alison Halpern
Chief Accounting Officer (principal accounting officer)

Exhibit 10.43

REINSTATEMENT AGREEMENT

THIS REINSTATEMENT AGREEMENT, dated as of June 10, 2020 (this "Agreement"), by and among AG Mortgage Investment Trust, Inc. ("AG MIT") and its undersigned affiliates, jointly and severally (each, a "Seller Entity," and collectively, the "Companies"), and the buyer parties listed on Schedule 1 hereto (collectively, the "Participating Counterparties"), recites and provides as follows:

RECITALS

A. The Companies are party to various repurchase agreements, including any amendments thereto, and other related agreements with the Participating Counterparties, as well as certain other agreements with the Participating Counterparties, including those set forth on Schedule 2 (such agreements, collectively, the "Applicable Agreements"); provided, however, that the agreements identified as "JV Applicable Agreements" on Schedule 2 shall be Applicable Agreements only to the extent of the ownership interests of AG MIT in the seller under such JV Applicable Agreement.

B. The Companies are party to that certain Forbearance Agreement, dated as of April 10, 2020 (the "First Forbearance Agreement"), with certain buyer parties listed on Schedule 1 thereto (the "First Forbearance Counterparties"), and the forbearance period under the First Forbearance Agreement ended on April 27, 2020 (the forbearance period from April 10, 2020, through April 27, 2020, is referred to herein as the "First Forbearance Period").

C. The Companies are party to that certain Second Forbearance Agreement, dated as of April 27, 2020 (the "Second Forbearance Agreement"), with certain buyer parties listed on Schedule 1 thereto, and the forbearance period under the Second Forbearance Agreement ended on June 1, 2020.

D. The Companies are party to that certain Third Forbearance Agreement, dated as of June 1, 2020 (the "Third Forbearance Agreement"; and together with the First Forbearance Agreement and the Second Forbearance Agreement, the "Forbearance Agreements"), with certain buyer parties listed on Schedule 1 thereto, and the forbearance period under the Third Forbearance Agreement is scheduled to end on June 15, 2020.

E. The Companies acknowledge and agree that on or prior to the date hereof (the "Effective Date") various defaults and/or events of default existed under the terms of one or more of the Applicable Agreements and the Other Agreements with Participating Counterparties, including without limitation, on account of (i) the failure by one or more Seller Entities to make certain payments to the applicable Participating Counterparties under the Applicable Agreements related to margin calls, requests for payments, other payment provisions, financial covenants, or termination provisions, (ii) the failure by one or more Seller Entities to deliver certain notices to Participating Counterparties, and/or (iii) cross-default provisions under the Applicable Agreements (collectively, the "Effective Date Events of Default").

F. The Companies have requested that the Participating Counterparties waive any and all rights and remedies under the Applicable Agreements and under applicable law and equity relating to any or all of the Effective Date Events of Default.

G. The Participating Counterparties have agreed to waive their respective rights and remedies with respect to the Effective Date Events of Default on the terms and subject to the conditions set forth in this Agreement.

H. Certain capitalized terms in this Agreement are defined in Section 20.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, releases, and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date Events of Default**. Effective as of the Effective Date, each Participating Counterparty hereby irrevocably, absolutely, and permanently waives the Effective Date Events of Default arising under the Applicable Agreements and the Other Agreements to which such Participating Counterparty is a party and any and all rights and remedies of such Participating Counterparty arising as a result of such Effective Date Events of Default.

2. **Reinstatement**. As of the Effective Date, the Third Forbearance Agreement is hereby terminated and each Participating Counterparty hereby reinstates each of its Applicable Agreements and Other Agreements on its individual terms except as overridden by Section 3 hereof.

3. **Override**. Each of the Participating Counterparties and each of the Companies hereby agree that as of the Effective Date,

(i) any and all financial covenants and related definitions in the Applicable Agreements and any Other Agreements entered into as of the Effective Date to which such Participating Counterparty is a party are hereby overridden and replaced with the following (each a "Financial Covenant"):

(a) Liquidity. AG MIT shall maintain at all times minimum Liquidity of not less than ten million dollars ($10,000,000).

(b) Leverage. As of the last day of each calendar quarter, the ratio of (A) Recourse Indebtedness to (B) Stockholder's Equity shall not be greater than 3:1.

(c) Minimum Equity. As of the last day of each calendar quarter, AG MIT shall not permit its Stockholder's Equity to be less than one hundred million dollars ($100,000,000) plus fifty percent (50%) of the net proceeds of any equity capital raised by AG MIT after June 1, 2020.

(d) Annual Equity Lookback. With respect to (i) the fiscal quarter ending on March 31, 2021, the Stockholder's Equity of AG MIT shall not decline by forty percent (40%) or more from the Stockholder's Equity of AG MIT as of April 30, 2020, and (ii) the fiscal quarter ending on June 30, 2021, and each fiscal quarter thereafter, the Stockholder's Equity of AG MIT shall not decline by forty percent (40%) or more from the Stockholder's Equity of AG MIT as of the end of the same fiscal quarter in the previous fiscal year.

(e) Quarterly Equity Lookback. With respect to (i) the fiscal quarter ending on June 30, 2020, the Stockholder's Equity of AG MIT shall not decline by thirty percent (30%) or more from the Stockholder's Equity of AG MIT as of April 30, 2020, and (ii) the fiscal quarter ending on September 30, 2020, and each fiscal quarter thereafter, the Stockholder's Equity of AG MIT shall not decline by thirty percent (30%) or more from the Stockholder's Equity of AG MIT as of the preceding fiscal quarter end.

Any breach of a Financial Covenant shall be an immediate Event of Default under and as defined in the relevant Applicable Agreement or Other Agreement, subject to any cure period set forth therein (for the avoidance of doubt, if no cure periods are specifically set forth in the Applicable Agreement or Other Agreement for a breach of a Financial Covenant there shall be no cure period for such Financial Covenant with respect to such Applicable Agreement or Other Agreement).

(ii) to the extent financial reporting obligations concerning AG MIT in any Applicable Agreements or any Other Agreements are inconsistent with the following, such inconsistent financial reporting obligations are hereby overridden and replaced with the following:

i. Monthly Reports. AG MIT shall certify, within 20 days after the end of each calendar month, AG MIT's Liquidity as of the last day of the previous calendar month.

ii. Quarterly Reports. To the extent not publicly available, AG MIT shall deliver, within forty-five (45) days after the end of each of the first three (3) quarterly fiscal periods of each fiscal year of AG MIT, the unaudited, consolidated balance sheets of AG MIT as at the end of such period and the related unaudited, consolidated statements of income for AG MIT for such period and the portion of the fiscal year through the end of such period (and in each case with comparisons to applicable information in the financial statements from the same quarter of the previous year), accompanied by an officer's certificate of AG MIT that includes a statement of AG MIT that said consolidated financial statements fairly and accurately present the consolidated financial condition and results of operations of AG MIT in accordance with GAAP, consistently applied, as at the end of, and for, such period (subject to customary year-end audit adjustments).

iii. Annual Reports. To the extent not publicly available, AG MIT shall deliver, within ninety (90) days after the end of each fiscal year of AG MIT, the

consolidated balance sheets of AG MIT as at the end of such fiscal year and the related consolidated statements of income for AG MIT for such year, accompanied by an opinion thereon of independent certified public accountants of recognized national standing, which opinion shall not be qualified as to scope of audit or going concern and shall state that said consolidated financial statements fairly and accurately present the consolidated financial condition and results of operations of AG MIT in accordance with GAAP, consistently applied, as at the end of, and for, such fiscal year.

iv. Covenant Compliance Certificate. Along with each Quarterly Report and Annual Report, AG MIT shall deliver a completed and executed covenant compliance certificate.

(iii) the occurrence of any Event of Default in any Applicable Agreement or any Other Agreement entered into by a Participating Counterparty or its affiliates and any Seller Entity or Affiliate shall constitute an Event of Default under all Applicable Agreements and Other Agreements between such Participating Counterparty and its affiliates, on the one hand, and all Seller Entities and Affiliates, on the other hand; provided, however, for the avoidance of doubt, that the cross-default provisions set forth in this Section 3(iii) are in addition to and do not supersede any cross-default provisions in any Applicable Agreement or Other Agreement.

(iv) to the extent not specifically authorized in any Applicable Agreements or any Other Agreement, such Applicable Agreements and Other Agreements are hereby overridden to provide that any Participating Counterparty or affiliate party thereto, without prior notice to any Seller Entity or their Affiliates, any such notice being expressly waived by the applicable Seller Entity or their Affiliates to the extent permitted by applicable law, may set-off and appropriate and apply against any obligation from any Seller Entity and their Affiliates to the applicable Participating Counterparty or any of its affiliates any and all cash, collateral, and deposits (general or special, time or demand, provisional of final), in any currency (including, without limitation, any amounts held in prime brokerage accounts), and any other obligations (including to return excess margin), credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by or due from such Participating Counterparty or any affiliate thereof to or for the credit or the account of any Seller Entity or any Affiliate thereof, but only to the extent the obligations under such Applicable Agreement or Other Agreement are recourse obligations to AG MIT or such Affiliate. The applicable Participating Counterparty and their affiliates agree to promptly notify the applicable Seller Entity or any Affiliate thereof after any such set-off and application made by such Participating Counterparty or any affiliate thereof, provided that the failure to give such notice shall not affect the validity of such set-off and application. For the avoidance of doubt, the set-off provisions set forth in this Section 3(iv) are in addition to and do not supersede any set-off provisions in any Applicable Agreement or Other Agreement.

4. **Release of Security Interest, Direction to Collateral Agent, and Termination of Intercreditor Agreements**. Each of the Participating Counterparties hereby (i) terminates and releases any security interest in or lien on the Collateral (as defined in the First Forbearance Agreement) that it has; (ii) waives and releases any and all rights it has related to Collateral or otherwise arising under the Security and Collateral Agency Agreement (other than contingent indemnification rights set forth in Section 6.6 thereof); (iii) agrees that the Security and Collateral Agency Agreement is hereby terminated and shall be of no further force and effect, subject to the terms thereof that expressly survive such termination and as set forth in the last sentence of this paragraph; and (iv) agrees that the Intercreditor Agreements shall be deemed terminated and consents to the satisfaction by the Companies of the "Subordinated Obligations" (as defined in the Intercreditor Agreements). The Companies are hereby authorized to file termination statements with respect to all financing statements filed under the Uniform Commercial Code or other applicable law on behalf of the Collateral Agent with respect to the liens granted under the Security and Collateral Agency Agreement. Pursuant to Section 5.2 of the Security and Collateral Agency Agreement, each of the Participating Counterparties hereby directs the Collateral Agent to make, execute, endorse, acknowledge, and/or deliver such agreements, documents, instruments and further assurances and take such other actions as may be reasonably necessary or advisable to terminate the Security and Collateral Agency Agreement, the Intercreditor Agreements, and all Deposit Account Control Agreements entered into under Section 7.3 of the Security and Collateral Agency Agreement (including that certain Collateral Account Control Agreement dated as of April 23, 2020, by and among The Bank of New York Mellon, certain of the Companies, the Collateral Agent, and AG REIT as the junior secured party). For the avoidance of doubt, the foregoing release shall have no effect on collateral and/or security interests granted under Applicable Agreements or Other Agreements. Pursuant to Section 5.2 of the Security and Collateral Agency Agreement, the Participating Counterparties hereby certify to the Collateral Agent that as of the date hereof, and as confirmed by AG MIT, they collectively represent the Majority Participating Counterparties (as defined in the Security and Collateral Agency Agreement). The Participating Counterparties agree that all action taken by the Collateral Agent in connection with this "Authorization and Direction" is covered by the fee and indemnification provisions set forth in the Security and Collateral Agency Agreement and that Wilmington Trust, National Association shall be fully indemnified by the Participating Counterparties in connection with action taken pursuant to this Authorization and Direction, except to the extent resulting from the Collateral Agent's gross negligence or willful misconduct.

5. **Interest Rate**. As of the Effective Date, notwithstanding any term in any Applicable Agreement, Other Agreement, or any of the Forbearance Agreements to the contrary, the rate of interest or the pricing rate, as applicable, that shall accrue on any and all obligations of any Seller Entity owed to each Participating Counterparty under such Applicable Agreement or Other Agreement shall be the non-default rate of interest or pricing rate, as applicable, specified in such Applicable Agreement or Other Agreement.

6. **Application of Cash Margin**. Within three (3) business days following the Effective Date, each Participating Counterparty shall apply all cash margin held in connection with transactions under an Applicable Agreement to the accrued and unpaid interest and outstanding principal owed under such Applicable Agreement.

7. **Repo Tracker**. Within three (3) business days after the receipt of a notice from a Seller Entity, which notices may be delivered from time to time, the applicable Participating Counterparty shall take actions within such Participating Counterparty's control to have the DTC repo tracker turned "on" with respect to assets subject to the Applicable Agreements identified in such notice.

8. **Payment Covenants by the Companies.** The Companies hereby covenant that:

v. within three (3) business days after receipt of an invoice following the Effective Date, the Companies shall pay the reasonable fees and out-of-pocket expenses of counsel and other professional advisors to each counsel and professional advisor for the Participating Counterparties and the Collateral Agent incurred on or prior to the Effective Date; and

vi. within three (3) business days following the Effective Date, the Companies shall make a payment to each Participating Counterparty in the amount of all unpaid interest, if any, accrued at the Contractual Rate (as defined in the First Forbearance Agreement) in excess of the Common Rate (as defined in the First Forbearance Agreement) during the First Forbearance Period.

9. **Representations and Warranties by All Parties**. Each of the parties hereto hereby represents and warrants that each of the following statements is true, accurate and complete as to such party as of the date hereof:

vii. Such party has carefully read and fully understood all of the terms and conditions of this Agreement;

viii. Such party has consulted with, or had a full and fair opportunity to consult with, an attorney regarding the terms and conditions of this Agreement;

ix. Such party has had a full and fair opportunity to participate in the drafting of this Agreement;

x. Such party is freely, voluntarily, knowingly, and intelligently entering into this Agreement;

xi. In entering into this Agreement, such party has not relied upon any representation, warranty, covenant or agreement not expressly set forth herein or in its respective Applicable Agreement;

xii. This Agreement has been duly authorized and validly executed and delivered by such party and constitutes each such party's legal, valid and binding obligation, enforceable in accordance with its terms;

xiii. Such party is executing this Agreement and agreeing to be bound on account of all Applicable Agreements to which it is a party; and

xiv. Such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and has the full power and legal authority to execute this Agreement, consummate the transactions contemplated hereby, and perform its obligations hereunder.

10. **Releases**. Upon execution of this Agreement by each of the Companies and each of the Participating Counterparties, the Companies, on behalf of themselves and their successors or assigns (collectively, the "Releasing Parties") releases, waives and forever discharges (and further agrees not to allege, claim or pursue) any and all claims, rights, causes of action, counterclaims or defenses of any kind whatsoever whether in law, equity or otherwise (including, without limitation, any claims relating to (i) the making or administration of transactions under the Applicable Agreements, Other Agreements and Forbearance Agreements (including any acts or omissions in respect of margin calls, close-outs, related valuations, and notice requirements), including, without limitation, any such claims and defenses based on fraud, mistake, duress, usury or misrepresentation, or any other claim based on so-called "lender liability" theories, (ii) any covenants, agreements, duties or obligations set forth in the Applicable Agreements, Other Agreements or Forbearance Agreements, (iii) increased financing costs, interest or other carrying costs, (iv) penalties, lost profits or loss of business opportunity, (vi) legal, accounting and other administrative or professional fees and expenses and incidental, consequential and punitive damages payable to third parties, (vii) damages to business reputation, (viii) any claims arising under 11 U.S.C. §§ 541-550 or any claims for avoidance or recovery under any other federal, state or foreign law equivalent, or (ix) any claims arising from any actual or alleged decline in the value of any assets under Applicable Agreements or Other Agreements prior to the Effective Date), which any of the Releasing Parties might otherwise have or may have against the Participating Counterparties, their present or former subsidiaries and affiliates or any of the foregoing's officers directors, employees, attorneys or other representatives or agents (collectively, the "Releasees") in each case on account of any conduct, condition, act, omission, event, contract, liability, obligation, demand, covenant, promise, indebtedness, claim, right, cause of action, suit, damage, defense, judgment, circumstance or matter of any kind whatsoever which existed, arose or occurred at any time prior to the Effective Date relating to the Applicable Agreements, the Other Agreements this Agreement and/or the transactions contemplated thereby or hereby (any of the foregoing, a "Claim"). Each of the Releasing Parties expressly acknowledges and agrees, with respect to the Claims, that it waives, to the fullest extent permitted by applicable law, any and all provisions, rights, and benefits conferred by any applicable U.S. federal or state law, or any principle of U.S. common law, that would otherwise limit a release or discharge of any unknown Claims pursuant to this paragraph. Furthermore, each of the Releasing Parties hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released and/or discharged by the Releasing Parties pursuant to this paragraph. The foregoing release, covenant and waivers of this paragraph shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby or the termination of the Applicable Agreements, the Other Agreements, this Agreement or any provision thereof.

11. **No Waiver of Rights or Remedies**. The Participating Counterparties and the Companies agree that except as expressly set forth herein, nothing in this Agreement or the performance by the parties of their respective obligations hereunder constitutes or shall be deemed to constitute a waiver of any of the parties' rights or remedies under the terms of such Applicable Agreement or applicable law, all of which are hereby reserved, including without limitation, (i) any rights that the Participating Counterparties may have to charge interest at a post-default rate under the terms of such Applicable Agreement based on any defaults, events of default, or termination events based on facts or circumstances arising after the Effective Date, and (ii) any rights or remedies in connection with any bankruptcy proceedings in respect of a Seller Entity (to which this Agreement shall not apply). Except as expressly set forth in this Agreement, this Agreement is not intended to be, and shall not be deemed or construed to be, an amendment, supplement, modification, cure, satisfaction, reinstatement, novation, or release of the Applicable Agreements or any indebtedness incurred thereunder or evidenced thereby. This Agreement is limited in nature and nothing herein shall be deemed to establish a custom or course of dealing between any Participating Counterparty and any Seller Entity. Except as expressly set forth in this Agreement, this Agreement shall not extinguish the obligations for the payment of money outstanding under any Applicable Agreement or discharge or release any collateral or other security therefor.

12. **Safe Harbor**. Each of the parties hereto intend (i) for this Agreement to qualify for the safe harbor treatment provided by the Bankruptcy Code and for each of the Participating Counterparties to be entitled to all of the rights, benefits and protections afforded to Persons under the Bankruptcy Code with respect to a "repurchase agreement" as defined in Section 101(47) of the Bankruptcy Code, a "securities contract" as defined in Section 741(7) of the Bankruptcy Code and a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code, and that all payments made under or pursuant to this Agreement are deemed "margin payments" or "settlement payments," as defined in Section 101 of the Bankruptcy Code and (ii) that each Participating Counterparty (for so long as such Participating Counterparty is a "financial institution," "financial participant" or other entity listed in Section 555, 559, 561, 362(b)(6), 362(b)(7) or 362(b)(27) of the Bankruptcy Code) shall be entitled to, without limitation, the liquidation, termination, acceleration, netting, set-off, and non-avoidability rights afforded to parties such as such Participating Counterparty to "repurchase agreements" pursuant to Sections 559, 362(b)(7) and 546(f) of the Bankruptcy Code, "securities contracts" pursuant to Sections 555, 362(b)(6) and 546(e) of the Bankruptcy Code and "master netting agreements" pursuant to Sections 561, 362(b)(27) and 546(j) of the Bankruptcy Code. The parties hereto further acknowledge and agree that if any Participating Counterparty is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then this Agreement hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to this Agreement would render such definition inapplicable). The parties hereto further acknowledge and agree that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation," respectively, as defined in and subject to FDICIA (except insofar as a party is not a "financial institution" as that term is defined in FDICIA). The parties agree that the terms of Section 1

and Section 2 and the related defined terms of the form of bilateral template entitled "Full-Length Omnibus (for use between U.S. G-SIBs and Corporate Groups)" published by ISDA on November 2, 2018 (currently available on the 2018 ISDA U.S. Resolution Stay Protocol page at www.isda.org), are hereby incorporated into and form a part of this Agreement, and for such purposes this Agreement shall be deemed a "Covered Agreement," each party that is a Covered Entity shall be deemed a "Covered Entity" and each party (whether or not it is a Covered Entity) shall be deemed a "Counterparty Entity" with respect to each other party that is a Covered Entity. For purposes of the foregoing sentence "Covered Entity" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

13. **Governing Law; Jurisdiction; Waiver of Jury Trial**.

xv. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, notwithstanding its conflict of laws principles or any other rule, regulation or principle that would result in the application of any other state's law (other than Section 5-1401 of the New York General Obligations Law).

xvi. EACH PARTY HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, STATE OF NEW YORK AND APPELLATE COURTS FROM EITHER OF THEM AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS.

xvii. EACH PARTY HERETO HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

14. **Entire Agreement**. This Agreement, together with all Applicable Agreements to which the parties are bound, the First Forbearance Agreement, the Second Forbearance Agreement, the Third Forbearance Agreement, and the Security Documents constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relating to any Effective Date Events of Default.

15. **Modifications**. No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by mutual written agreement of all of the parties hereto; provided, however, that modifications or amendments to the provisions of Sections 3, 5, and 7 of this Agreement may be further amended by the parties to and in accordance with the terms of, each Applicable Agreement.

16. **Defined Terms**. The definitions set forth in this Agreement are for convenience only and shall have no bearing on the characterization of any agreement or qualification of any agreement for the protections afforded in 11 U.S.C. §§ 362, 546, 555-561.

17. **Successors and Assigns**. This Agreement shall inure to the benefit of and bind each of the parties and their respective successors and assigns.

18. **Headings**. The headings used in this Agreement are for convenience only and will not be deemed to limit, amplify or modify, the terms of this Agreement.

19. **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument, and the words "executed," signed," "signature," and words of like import as used above and elsewhere in this Agreement or in any other certificate, agreement or document related to this transaction shall may include, in addition to manually executed signatures, images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, any electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

20. **Certain Definitions**.

i. "Affiliate" shall mean any subsidiary of AG MIT, including without limitation the seller under any JV Applicable Agreement, but only to the extent of the ownership interests of AG MIT directly or indirectly in such subsidiary.

ii. "AG REIT" shall mean AG REIT Management LLC.

iii. "Collateral Agent" shall mean Wilmington Trust, National Association, as collateral agent for the Participating Counterparties, or such other collateral agent as agreed by the Companies and the Participating Counterparties.

iv. "Intercreditor Agreements" shall mean that certain (i) Intercreditor and Subordination Agreement, dated as of April 10, 2020, by and among the Collateral Agent, as the senior collateral agent, AG REIT, as subordinated lender, and AG MIT, on behalf of itself and the Companies, and (ii) Intercreditor and Forbearance Agreement, dated as of May 28, 2020, by and among the Collateral Agent, as the senior collateral agent, RBC, as subordinated lender, AG MIT, on behalf of itself and the Companies, and AG REIT, solely with respect to Sections 5.01 and 9.01 thereof.

v. "Liquidity" shall mean, with respect to AG MIT and any date, the sum, without duplication, of (i) the amount of cash and cash equivalents held by AG MIT, (ii) an amount equal to ninety-five percent (95%) of the aggregate market value of any unpledged and unencumbered agency securities held by AG MIT, and (iii) an amount equal to ninety-eight percent (98%) of the aggregate market value of any U.S. Treasury securities held by AG MIT, in each case determined in accordance with GAAP.

vi. "Other Agreements" shall mean repurchase agreements and other agreements among a Seller Entity or an Affiliate on the one hand and a Participating Counterparty or an affiliate thereof on the other hand, which such parties have or may enter into from time to time, that is other than an Applicable Agreement and is recourse to AG MIT or its Affiliates.

vii. "RBC" shall mean Royal Bank of Canada.

viii. "Recourse Indebtedness" shall mean the sum of AG MIT's recourse financing liabilities per its consolidated balance sheet, excluding any financing liabilities associated with U.S. Treasury securities.

ix. "Security and Collateral Agency Agreement" shall mean that certain Security and Collateral Agency Agreement dated as of April 10, 2020, among the Companies, Wilmington Trust, National Association, as collateral agent for the First Forbearance Counterparties, and the First Forbearance Counterparties.

x. "Security Documents" shall mean the Security and Collateral Agency Agreement, and any custodial, account and other agreements necessary to perfect the liens granted in the Security and Collateral Agency Agreement, each in form and substance satisfactory to the First Forbearance Counterparties.

xi. "Stockholder's Equity" shall mean, on any date of determination, the most recent figure published in AG MIT's financials, as determined in accordance with GAAP.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SELLER ENTITIES:

AG MORTGAGE INVESTMENT TRUST, INC., as a Seller Entity

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT CMO, LLC, as a Seller Entity**By: AG MIT, LLC**, its Sole Member

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT, LLC, as a Seller Entity

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

GCAT 2020-23A, LLC, as a Seller Entity

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: Authorized Signatory

GCAT 2020-23B, LLC, as a Seller Entity

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: Authorized Signatory

AG MIT INTERNATIONAL LLC, as a Seller Entity

By: AG MIT, LLC, its Member

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT CMO EC LLC, as a Seller Entity **By: AG MIT RES LLC**, its Sole Member **By: AG MIT CMO, LLC**, its Sole Member **By: AG MIT, LLC**, its Sole Member

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT RES LLC, as a Seller Entity

By: AG MIT CMO, LLC, its Sole Member

By: AG MIT, LLC, its Sole Member

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT CREL III LLC, as a Seller Entity **By: AG MIT CMO, LLC**, its Sole Member **By: AG MIT, LLC**, its Sole Member

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT WFB1 2014 LLC, as a Seller Entity **By: AG MIT WLG LLC**, its Sole Member **By: AG MIT, LLC**, its Sole Member

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT ARC, LLC, as a Seller Entity

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT HC, L.L.C., as a Seller Entity **By: AG MIT WLG LLC**, its Sole Member **By: AG MIT, LLC**, its Sole Member

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MITT RPL TRS LLC, as a Seller Entity

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

AG MIT TREASURY, LLC, as a Seller Entity

By: AG MORTGAGE INVESTMENT TRUST, INC., its Member

By: /s/ Raul E. Moreno Name: Raul E. Moreno Title: General Counsel

BUYER ENTITIES:

BOFA SECURITIES, INC., as a Participating Counterparty

By: /s/ Michael J. Berg
Name: Michael J. Berg
Title: Director

CREDIT SUISSE SECURITIES (USA) LLC, as a Participating Counterparty

By: /s/ Margaret Dellafera
Name: Margaret Dellafera
Title: Authorized Signatory

CREDIT SUISSE AG, a company incorporated in Switzerland, acting through its Cayman Islands Branch, as a Participating Counterparty

By: /s/ Elie Chau
Name: Elie Chau
Title: Vice President

By: /s/ Ernest Calabrese
Name: Ernest Calabrese
Title: Authorized Signatory

CREDIT SUISSE INTERNATIONAL, as a Participating Counterparty

By: /s/ Shereagh-Kathleen Dunphy
Name: Shereagh-Kathleen Dunphy
Title: Director

By: /s/ Masashi Washida
Name: Masashi Washida
Title: Managing Director

BARCLAYS CAPITAL INC., as a Participating Counterparty

By: /s/ Robert Silverman
Name: Robert Silverman
Title: Managing Director

BARCLAYS BANK PLC, as a Participating Counterparty

By: /s/ Robert Silverman
Name: Robert Silverman
Title: Managing Director

WELLS FARGO BANK, N.A., as a Participating Counterparty

By: /s/ Tracy Plummer
Name: Tracy Plummer
Title: Director

GOLDMAN SACHS BANK USA, as a Participating Counterparty

By: /s/ Rajiv Kamilla
Name: Rajiv Kamilla
Title: Authorized Signatory

SCHEDULE 1

Participating Counterparties

SCHEDULE 2

Applicable Agreements

Exhibit 10.44
Execution Version

UNCOMMITTED

MASTER REPURCHASE AGREEMENT

Dated as of August 10, 2018 between

AG MIT CREL II, LLC,

as Seller, and

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,

as Buyer

TABLE OF CONTENTS

Page

ANNEXES, EXHIBITS AND SCHEDULES

ANNEX I Names and Addresses for Communications between Parties EXHIBIT I Form of Confirmation

EXHIBIT II Authorized Representatives of Seller EXHIBIT III-A Monthly Reporting

Package EXHIBIT III-B Quarterly Reporting Package EXHIBIT III-C Annual Reporting

Package

EXHIBIT IV Form of Custodial Delivery Certificate EXHIBIT V Form of Power of Attorney

EXHIBIT VI Representations and Warranties Regarding Individual Purchased Assets EXHIBIT VII Asset Information

EXHIBIT VIII Purchase Procedures EXHIBIT IX Form of Bailee Letter
EXHIBIT X Form of Margin Deficit Notice

EXHIBIT XI Form of U.S. Tax Compliance Certificates EXHIBIT XII UCC Filing Jurisdictions

EXHIBIT XIII Form of Future Funding Confirmation EXHIBIT XIV Form of Servicer

Notice
EXHIBIT XV Form of Release Letter

EXHIBIT XVI Form of Covenant Compliance Certificate EXHIBIT XVII Form of Re-direction

Letter
EXHIBIT XVIII Future Funding Advance Procedures

UNCOMMITTED MASTER REPURCHASE AGREEMENT

MASTER REPURCHASE AGREEMENT, dated as of August 10, 2018, by and between JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States ("Buyer") and AG MIT CREL II, LLC ("Seller").

ARTICLE 1.
APPLICABILITY

From time to time the parties hereto may enter into transactions in which Seller and Buyer agree to the transfer from Seller to Buyer all of its rights, title and interest to certain Eligible Assets (as defined herein) or other assets and, in each case, the other related Purchased Items (as defined herein) (collectively, the "Assets") against the transfer of funds by Buyer to Seller, with a simultaneous agreement by Buyer to transfer back to Seller such Assets at a date certain or on demand, against the transfer of funds by Seller to Buyer. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in any exhibits identified herein as applicable hereunder. Each individual transfer of an Eligible Asset shall constitute a distinct Transaction. Notwithstanding any provision or agreement herein, at no time shall Buyer be obligated to purchase or effect the transfer of any Eligible Asset from Seller to Buyer.

ARTICLE 2. DEFINITIONS

"A-Note" shall mean the original promissory note, if any, that was executed and delivered in connection with the senior position of a Senior Mortgage Loan.

"Accelerated Repurchase Date" shall have the meaning specified in Article 12(b)(i) of this Agreement.

"Acceptable Attorney" means an attorney-at-law that has delivered at Seller's request a Bailee Letter, with the exception of an attorney that is not satisfactory to Buyer.

"Accepted Servicing Practices" shall mean with respect to any applicable Purchased Asset, those mortgage loan or participation interest servicing practices of prudent mortgage lending institutions that service mortgage loans and/or participation interests of the same type as such Purchased Asset in the state where the related underlying real estate directly or indirectly securing or supporting such Purchased Asset is located.

"Act of Insolvency" shall mean, with respect to any Person, (i) the filing of a petition, commencing, or authorizing the commencement of any case or proceeding under any Insolvency Law, or suffering any such petition or proceeding to be commenced by another which is

consented to, not timely contested or results in entry of an order for relief; (ii) the seeking or consenting to the appointment of a receiver, trustee, custodian or similar official for such Person

or any substantial part of the property of such Person; (iii) the appointment of a receiver, conservator, or manager for such Person by any governmental agency or authority having the jurisdiction to do so; (iv) the making of a general assignment for the benefit of creditors; (v) the admission in writing by such Person of its inability to pay its debts or discharge its obligations as they become due or mature; (vi) that any Governmental Authority or agency or any person, agency or entity acting or purporting to act under Governmental Authority shall have taken any action to condemn, seize or appropriate, or to assume custody or control of, all or any substantial part of the property of such Person, or shall have taken any action to displace the management of such Person or to curtail its authority in the conduct of the business of such Person; (vii) the consent by such Person to the entry of an order for relief in an insolvency case under any Insolvency Law; or (viii) the taking of action by any such Person in furtherance of any of the foregoing.

"Advance Rate" shall mean, with respect to each Transaction and any Pricing Rate Period, the initial Advance Rate selected by Buyer for such Transaction on a case by case basis in its sole discretion as shown in the related Confirmation, which in any case shall not exceed the Maximum Advance Rate for the related Purchased Asset as specified in Schedule I attached to the Fee Letter (unless otherwise agreed to by Buyer and Seller as specified in the related Confirmation), as may be adjusted for a payment as may be required by operation of Article 10(l) or Article 11(aa) or as otherwise set forth herein.

"Affiliate" shall mean, when used with respect to any specified Person, (i) any other Person directly or indirectly controlling, controlled by, or under common control with, such Person, or (ii) any "affiliate" of such Person, as such term is defined in the Bankruptcy Code.

"Affiliated Hedge Counterparty" shall mean JPMorgan Chase Bank, National Association, or any Affiliate thereof, in its capacity as a party to any Hedging Transaction with Seller.

"AG MIT" shall mean AG MIT, LLC, a Delaware limited liability company.

"Agreement" shall mean this Master Repurchase Agreement, dated as of August 10, 2018, by and between Seller and Buyer as such agreement may be modified or supplemented from time to time.

"Alternative Rate" shall have the meaning specified in Article 3(h) of this Agreement.

"Alternative Rate Transaction" shall mean, with respect to any Pricing Rate Period, any Transaction with respect to which the Pricing Rate for such Pricing Rate Period is determined with reference to the Alternative Rate.

"AML Laws" shall mean any requirement of Law relating to economic sanctions, terrorism, money laundering and bank secrecy, including but not limited to sanctions, prohibitions or requirements imposed by any executive order or by any sanctions program administered by OFAC, the U.S. Department of State, EO13224 and the PATRIOT Act.

"Angelo Gordon" shall mean Angelo Gordon & Co., L.P., a Delaware limited partnership.

"Annual Reporting Package" shall mean the reporting package described on Exhibit III-C.

"Anti-Terrorism Laws" shall mean Laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering or bribery, and any regulation, order, or directive promulgated, issued or enforced pursuant to such Laws, all as amended, supplemented or replaced from time to time.

Asset:

“Applicable Spread” shall mean, with respect to a Transaction involving a Purchased

(i) with respect to any Purchased Asset and any Pricing Rate Period, so long as no Event of Default shall have occurred and be continuing, the incremental *per annum* rate (expressed as a number of “basis points”, each basis point being equivalent to 1/100 of 1%) specified in the Confirmation for such Purchased Asset, which is expected (but not required to) be within the applicable range specified for Purchased Assets of such type in Schedule I attached to the Fee Letter; provided, however, that with respect to any Eligible Asset to be purchased hereunder, the range of Applicable Spread shown in Schedule I attached to the Fee Letter are only indicative of the Applicable Spread available to Seller, and Buyer is not obligated to purchase any Eligible Asset at such Applicable Spread, and

(ii) after the occurrence and during the continuance of an Event of Default, the applicable incremental per annum rate described in clause (i) of this definition, plus 500 basis points (5.0%).

“Appraisal” shall mean, with respect to each Underlying Mortgaged Property, an appraisal of the related Underlying Mortgaged Property conducted by an Independent Appraiser in accordance with the Financial Institutions Reform, Recovery and Enforcement Act of 1989, as amended, and, in addition, certified by such Independent Appraiser as having been prepared in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, addressed to (either directly or pursuant to a reliance letter in favor of Buyer or reliance language in such Appraisal running to the benefit of Buyer as a successor and/or assign) and reasonably satisfactory to Buyer.

“Asset Due Diligence” shall have the meaning set forth in Article 3(b)(iv) hereof.

“Asset Information” shall mean, with respect to each Purchased Asset, the information set forth in Exhibit VII attached hereto.

“Assets” shall have the meaning specified in Article 1 of this Agreement.

“Assignee” shall have the meaning set forth in Article 17(a) hereof.

“Bailee Letter” shall mean a letter from an Acceptable Attorney or from a Title Company, or another Person acceptable to Buyer in its sole and absolute discretion, in the form attached to this Agreement as Exhibit IX, wherein such Acceptable Attorney, Title Company or other Person described above in possession of a Purchased Asset File (i) acknowledges receipt of

such Purchased Asset File, (ii) confirms that such Acceptable Attorney, Title Company, or other Person acceptable to Buyer is holding the same as bailee of Buyer under such letter and (iii) agrees that such Acceptable Attorney, Title Company or other Person described above shall deliver such Purchased Asset File to the Custodian by not later than the second (2nd) Business Day following the Purchase Date for the related Purchased Asset.

"Bankruptcy Code" shall mean the United States Bankruptcy Code of 1978, as amended from time to time.

"Breakage Costs" shall have the meaning assigned thereto in Article 3(m).

"Business Day" shall mean any day other than (i) a Saturday or Sunday, (ii) a day on which the New York Stock Exchange or the Federal Reserve Bank of New York is authorized or obligated by law or executive order to be closed and (iii) a day on which banks in the State of New York, Pennsylvania, Kansas or Minnesota are authorized or obligated by law or executive order to be closed or, with respect to a "London Business Day" for the determination of LIBOR, any day other than a day on which banks in London, England are authorized or obligated by law or executive order to be closed.

"Business Plan" shall mean, with respect to any Construction Loan, the construction budget and business plan (as the same may be amended, supplemented or otherwise modified from time to time in accordance with this Agreement or the related Mortgage Loan Documents) prepared by the related Mortgagor, submitted by Seller and approved in writing by Buyer in its sole discretion as evidenced by a Confirmation.

assign.

"Buyer" shall mean JPMorgan Chase Bank, National Association, or any successor or

"Buyer Compliance Policy" shall mean any corporate policy of Buyer or of any corporate entity Controlling Buyer related to the compliance by Buyer or such corporate entity or any of Buyer's or such corporate entity's Affiliates with any Requirement of Law and/or any request or directive by any Governmental Authority (whether or not having the force of law) and/or any proposed law, rule or regulation, including without limitation any policy of Buyer or any such corporation to comply with rules in proposed form or otherwise not yet in effect or to adhere to standards or other requirements in excess of those that would be required by any Requirement of Law.

"Buyer Funding Costs" shall mean the actual funding costs of Buyer or of any corporate entity Controlling Buyer associated with any one or more of the Transactions (including any related Future Funding Transaction) or otherwise with Buyer's obligations under the Transaction Documents.

"Buyer's Margin Amount" shall mean with respect to any Transaction and any Purchased Asset on any date of determination, the applicable Advance Rate for such Purchased Asset, multiplied by the Market Value of such Purchased Asset as of such date of determination; provided that in no event shall the Market Value of any Purchased Asset be greater than the par value thereof.

"Capital Stock" shall mean any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent equity ownership interests in a Person which is not a corporation, including, without limitation, any and all member or other equivalent interests in any limited liability company, any and all partner or other equivalent interests in any partnership or limited partnership, and any and all warrants or options to purchase any of the foregoing.

"Capitalized Lease Obligations" shall mean obligations under a lease that are required to be capitalized for financial reporting purposes in accordance with GAAP. The amount of a Capitalized Lease Obligation is the capitalized amount of such obligation as would be required to be reflected on the balance sheet prepared in accordance with GAAP of the applicable Person as of the applicable date.

"Cash Equivalents" shall mean, as of any date of determination, marketable securities issued or directly and unconditionally guaranteed as to interest and principal by the United States Government.

"Change of Control" shall mean the occurrence of any of the following events: (a) any "person" or "group" (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) shall become, or obtain rights (whether by means of warrants, options or otherwise) to become, the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of a percentage of the total voting power of all Capital Stock of Guarantor, entitled to vote generally in the election of directors, members or partners of 20% or more, (b) Angelo Gordon shall cease to own, directly or indirectly 100% of the Capital Stock of the Manager; (c) Guarantor shall cease to own and Control, of record and beneficially, directly 100% of each class of outstanding Capital Stock of AG MIT, (d) AG MIT shall cease to own and Control, of record and beneficially, directly 100% of each class of outstanding Capital Stock of Pledgor, (e) Pledgor shall cease to own and Control, of record and beneficially, directly 100% of each class of outstanding Capital Stock of Seller,
(f) the sale, merger, consolidation or reorganization of Manager with or into any other entity where (i) the Manager is not the surviving entity or (ii) the investment management personnel managing Seller and the Purchased Assets prior to such merger, consolidation or reorganization do not remain in place in such role after giving effect to such merger, consolidation or reorganization, or (g) Manager ceases for any reason to act as manager of Guarantor.

"Closing Date" shall mean August 10, 2018.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated and rulings issued thereunder.

"Collection Period" shall mean (i) with respect to the first Remittance Date, the period beginning on and including the Closing Date and continuing to, and including the calendar day immediately preceding such Remittance Date, and (ii) with respect to each subsequent Remittance Date, the period beginning on and including the Remittance Date in the month preceding the month in which such Remittance Date occurs and continuing to and including the calendar day immediately preceding the following Remittance Date.

7

"Confirmation" shall have the meaning specified in Article 3(b) of this Agreement.

"Connection Income Taxes" means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

"Construction Loan" means a Senior Mortgage Loan on land which is undeveloped, partially developed, or under significant rehabilitation, the proceeds of which Senior Mortgage Loan are required to be applied by the Mortgagor towards the construction or rehabilitation of commercial real estate designated as a Construction Loan by Seller and Buyer as set forth in the related Confirmation thereto.

"Control" shall mean the possession, direct or indirect, 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 and "Controlling" and "Controlled" shall have meanings correlative thereto.

"Covenant Compliance Certificate" shall mean a properly completed and executed Covenant Compliance Certificate in form and substance identical to the certificate attached hereto as Exhibit XVI.

"Custodial Agreement" shall mean the Custodial Agreement, dated as of the date hereof, by and among the Custodian, Seller and Buyer, or any successor agreement thereto approved by Buyer in its sole discretion, as may be amended from time to time in accordance therewith.

"Custodial Delivery Certificate" shall mean the form executed by Seller in order to deliver the Purchased Asset Schedule and the Purchased Asset File to Buyer or its designee (including the Custodian) pursuant to Article 7 of this Agreement, a form of which is attached hereto as Exhibit IV.

"Custodian" shall mean Wells Fargo Bank, National Association, or any successor Custodian appointed by Buyer.

"Default" shall mean any event which, with the giving of notice, the passage of time, or both, would constitute an Event of Default.

"Defaulted Asset" shall mean any Purchased Asset (a) where any of (x) the related Mortgagor, (y) any borrower under any related loan pari passu with or senior to the related Purchased Asset (or any Underlying Mortgage Loan related thereto) (any such related loan related thereto, "Other Indebtedness") is thirty (30) days or more (or, in the case of payments due at maturity, one (1) day) delinquent in the payment of principal, interest, fees or other amounts payable under the terms of the related Purchased Asset Documents or other asset documentation,

(b) where any participant or co-lender that acts as an administrative agent or paying agent in respect of such Purchased Asset (or Underlying Mortgage Loan related thereto), other than, in the case of a JPM Agented Purchased Asset, Buyer or an Affiliate of Buyer, is in default of any provision of any such agreement, and such default has resulted in an "event of default" (or such

similar event howsoever defined) to have occurred and be continuing in respect of the related Purchased Asset, (c) for which there is any breach of the applicable representations and warranties set forth on Exhibit VI hereto except to the extent specifically disclosed in writing in a Requested Exceptions Report previously approved by Buyer, (d) as to which an Act of Insolvency shall have occurred with respect to the related Mortgagor, borrower under an Underlying Mortgage Loan, guarantor of any of the obligations of such Mortgagor or any borrower under any Other Indebtedness, (e) as to which any material non-monetary default or event of default (howsoever defined in the related Purchased Asset Documents or documents related to any Other Indebtedness after giving effect to any grace or cure period) shall have occurred with respect to the Purchased Asset, any Other Indebtedness or under any document included in the Purchased Asset File for such Purchased Asset, (f) with respect to which there has been a Material Modification, as determined by Buyer in its sole discretion and with respect to which Buyer has not expressly and specifically consented thereto pursuant to Article 7(f) and, for the avoidance of doubt, subject to the proviso thereto, or (g) for which foreclosure proceedings have commenced or notice of proposed foreclosure has been delivered with respect to any lien on any related Underlying Mortgaged Property; provided that with respect to any Participation Interest, in addition to the foregoing, such Participation Interest shall also be considered a Defaulted Asset to the extent that any related senior mortgage loan or Underlying Mortgage Loan, as applicable, would be considered a Defaulted Asset as described in this definition; provided, further, however, in each case, without regard to any waivers or modifications of, or amendments to, the related Purchased Asset Documents or other asset documentation, other than those that (x) were disclosed in writing to Buyer prior to the Purchase Date of the related Purchased Asset, (y) were consented to in writing by Buyer in accordance with the terms of this Agreement, or (z) occurred after the Purchase Date of the related Purchased Asset and did not constitute a Material Modification.

"Delaware Act" shall mean the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time.

"Depository" shall mean Wells Fargo Bank, National Association, or any successor Depository appointed by Buyer in its sole discretion.

"Depository Account" shall mean a segregated interest bearing account, in the name of Buyer, established at Depository pursuant to this Agreement, and which is subject to the Depository Agreement.

"Depository Agreement" shall mean that certain Depository Agreement, dated as of the date hereof, among Buyer, Seller and Depository, or any successor agreement thereto approved by Buyer in its sole discretion.

"Draft Appraisal" shall mean a short form appraisal, "letter opinion of value," or any other form of draft appraisal acceptable to Buyer.

"Due Diligence Package" shall have the meaning specified in Exhibit VIII to this Agreement.

"Early Repurchase" shall mean a repurchase of a Purchased Asset as described in Article 3(f) of this Agreement.

"Early Repurchase Date" shall have the meaning specified in Article 3(f) of this Agreement.

"Eligible Assets" shall mean any of the following types of assets or loans (1) that are acceptable to Buyer in its sole and absolute discretion, (2) on each day, with respect to which the representations and warranties set forth in this Agreement (including the exhibits hereto) are true and correct in all respects except to the extent specifically disclosed in writing in a Requested Exceptions Report approved by Buyer, and (3) that are secured directly or indirectly by properties that are multi-family, mixed use, industrial, office building or hospitality or such other types of commercial properties that Buyer may agree to in its sole discretion, and are properties located in the United States of America, its territories or possessions (or elsewhere, in the sole discretion of Buyer):

i. Senior Mortgage Loans;

ii. Participation Interests; and

iii. any other asset types or classifications that are acceptable to Buyer, subject to its consent on all necessary and appropriate modifications to this Agreement and each of the Transaction Documents, as determined by Buyer in its sole and absolute discretion.

Notwithstanding anything to the contrary contained in this Agreement, the following shall not be Eligible Assets for purposes of this Agreement: (i) loans that are Defaulted Assets;
(ii) mezzanine loans or land loans, (iii) any Asset, where the purchase thereof would cause the aggregate of all Repurchase Prices to exceed the Maximum Facility Amount; (iv) loans for which the applicable Appraisal is (a) not dated within three hundred sixty-four (364) days of the proposed financing date or (b) not ordered by a financial institution or mortgage broker (and for the avoidance of doubt, such Appraisal may not be ordered from the related borrower or an Affiliate of the related borrower), (v) any Asset that cannot be owned or financed by Buyer pursuant to any Requirement of Law, (vi) assets secured directly or indirectly by loans described in the preceding clauses (i) through (vi).

"Environmental Law" shall mean any federal, state, foreign or local statute, law, rule, regulation, ordinance, code, guideline, written policy and rule of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, employee health and safety or hazardous materials, including, without limitation, CERCLA; RCRA; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 3803 et seq.; the Oil Pollution Act of 1990, 33 U.S.C.
§ 2701 et seq.; the Emergency Planning and the Community Right-to-Know Act of 1986, 42
U.S.C. § 11001 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq. and

the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; and any state and local or foreign counterparts or equivalents, in each case as amended from time to time.

"Environmental Site Assessment" shall have the meaning specified in Exhibit VI.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the regulations promulgated thereunder. Article references to ERISA are to ERISA, as in effect at the date of this Agreement and, as of the relevant date, any subsequent provisions of ERISA, amendatory thereof, supplemental thereto or substituted therefor.

"ERISA Affiliate" shall mean any corporation or trade or business that is a member of any group of organizations (i) described in Article 414(b) or (c) of the Code of which Seller is a member and (ii) solely for purposes of potential liability under Article 302(c)(11) of ERISA and Article 412(c)(11) of the Code and the lien created under Article 302(f) of ERISA and Article 412(n) of the Code, described in Article 414(m) or (o) of the Code of which Seller is a member.

"Event of Default" shall have the meaning specified in Article 12 of this Agreement.

"Exchange Act" shall have the meaning specified in the definition of "Change of Control".

"Excluded Taxes" means any of the following Taxes imposed on or with respect to Buyer or any Transferee, or required to be withheld or deducted from a payment to or for the account of Buyer or Transferee, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes and branch profits Taxes, in each case, (i) imposed as a result of Buyer or Transferee being organized under the laws of, or having its principal office or the office from which it books the Transactions located in the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Buyer or Transferee with respect to an interest under this Agreement pursuant to a law in effect on the date on which (i) such Buyer or Transferee acquires such interest hereunder (other than pursuant to an assignment request by Seller under Article 3(w)) or (ii) Buyer or Transferee changes the office from which it books the Transactions, except in each case to the extent that, pursuant to Article 3(p) or Article 3(s), amounts with respect to such Taxes were payable either to Buyer or Transferee's assignor immediately before such Buyer or Transferee acquired an interest hereunder or to such Buyer or Transferee immediately before it changed the office from which it books the Transactions,

a. Taxes attributable to Buyer's or such Transferee's failure to comply with Article 3(t) and

b. any U.S. federal withholding Taxes imposed under FATCA. "Exit Fee" shall have the

meaning specified in the Fee Letter.

"Extension Fee" shall have the meaning specified in the Fee Letter.

"Extension Period" shall have the meaning specified in Article 3(n)(i) of this Agreement.

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not

materially more onerous to comply with), any current or future regulations or official interpretations thereof, and any agreements entered into with a Governmental Authority pursuant thereto (including pursuant to Section 1471(b)(1) of the Code).

"Federal Funds Rate" shall mean, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average of the quotations for the day of such transactions received by Buyer from three (3) federal funds brokers of recognized standing selected by it.

"Fee Letter" the Fee and Pricing Letter between Seller and Buyer dated as of August 10, 2018, or any successor agreement thereto approved by Buyer in its sole discretion, as may be amended from time to time in accordance therewith.

"Filings" shall have the meaning specified in Article 6(c) of this Agreement.

Date”.

“Final Maturity Date” shall have the meaning specified in the definition of “Maturity

“Fitch” shall mean Fitch, Inc., and its successors-in-interest.

“Foreign Buyer” shall mean (a) if the Seller is a U.S. Person, a Buyer that is not a U.S. Person, and (b) if the Seller is not a U.S. Person, a Buyer that is resident or organized under the laws of a jurisdiction other than that in which the Seller is resident for tax purposes.

“Future Funding Amount” shall mean, with respect to any Purchased Asset as of any Future Funding Date, the product of (a) the lesser of (x) the amount of additional funding obligations that were expressly identified to and approved by Buyer in connection with the initial Transaction as set forth in the Confirmation for such Purchased Asset and (y) the amount of additional funding obligations actually funded by or on behalf of Seller in connection with such future funding obligation (or, if less, the portion of such additional funding obligations in which Buyer determines, in its sole discretion, to fund pursuant to a Future Funding Transaction hereunder), and (b) the Advance Rate for such Purchased Asset as of such Future Funding Date; provided, that the sum of the Purchase Price and Future Funding Amount shall in no event exceed the product of (i) the pro forma Market Value of such Purchased Asset (after giving effect to the proposed Future Funding Transaction) as of the related Future Funding Date and (ii) the Advance Rate of such Eligible Asset as of such Future Funding Date.

“Future Funding Confirmation” shall have the meaning specified in Article 3(c)(i).

“Future Funding Date” shall mean, with respect to any Eligible Asset, the date on which Buyer advances any portion of the Future Funding Amount related to such Eligible Asset.

hereof.

“Future Funding Due Diligence” shall have the meaning set forth in Article 3(c)(ii)

"Future Funding Due Diligence Package" shall have the meaning set forth in Exhibit XVIII hereto.

"Future Funding Transaction" shall mean an additional Transaction requested with respect to any Eligible Asset to provide for the advance of additional funds that were expressly identified to and approved by Buyer in connection with the initial Transaction entered into in respect of such Eligible Asset.

"GAAP" shall mean United States generally accepted accounting principles consistently applied as in effect from time to time.

"Governmental Authority" shall mean any national or federal government, any state, regional, local or other political subdivision thereof with jurisdiction and any Person with jurisdiction exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Guarantee Agreement" shall mean the Guarantee Agreement, dated as of the date hereof, from Guarantor in favor of Buyer, in form and substance acceptable to Buyer, as may be amended from time to time in accordance therewith.

"Guarantor" shall mean AG Mortgage Investment Trust, Inc., a Maryland corporation.

"Hedge-Required Asset" shall mean any Eligible Asset that is a fixed rate Eligible Asset.

"Hedging Transactions" shall mean, with respect to any or all of the Purchased Assets, any short sale of U.S. Treasury Securities or mortgage-related securities, futures contract (including Eurodollar futures) or options contract or any interest rate swap, cap or collar agreement or similar arrangements providing for protection against fluctuations in interest rates or the exchange of nominal interest obligations, entered into by any Affiliated Hedge Counterparty or Qualified Hedge Counterparty with Seller, either generally or under specific contingencies that is required by Buyer, or otherwise pursuant to this Agreement, to hedge the financing of a Hedge-Required Asset, or that Seller has elected to pledge or transfer to Buyer pursuant to this Agreement.

"Income" shall mean, with respect to any Purchased Asset at any time, (a) any collections or receipts of principal, interest, dividends, receipts or other distributions or collections or any other amounts related to such Purchased Asset, (b) all net sale proceeds received by Seller or any Affiliate of Seller in connection with a sale or liquidation of such Purchased Asset and (c) all payments actually received by Seller and/or Buyer on account of Hedging Transactions.

"Indebtedness" shall mean, for any Person, (a) obligations created, issued or incurred by such Person for borrowed money (whether by loan, the issuance and sale of debt securities or the sale of property to another Person subject to an understanding or agreement, contingent or otherwise, to repurchase such property from such Person); (b) obligations of such Person to pay the deferred purchase or acquisition price of property or services, other than trade accounts

payable (other than for borrowed money) arising, and accrued expenses incurred, in the ordinary course of business so long as such trade accounts payable are payable within ninety (90) days of

the date the respective goods are delivered or the respective services are rendered; (c) Indebtedness of others secured by a lien on the property of such Person, whether or not the respective Indebtedness so secured has been assumed by such Person; (d) obligations (contingent or otherwise) of such Person in respect of letters of credit or similar instruments issued or accepted by banks and other financial institutions for account of such Person; (e) obligations of such Person under repurchase agreements, sale/buy-back agreements or like arrangements; (f) Indebtedness of others guaranteed by such Person; (g) all obligations of such Person incurred in connection with the acquisition or carrying of fixed assets by such Person; (h) Indebtedness of general partnerships of which such Person is secondarily or contingently liable (other than by endorsement of instruments in the course of collection), whether by reason of any agreement to acquire such indebtedness to supply or advance sums or otherwise; (i) Capitalized Lease Obligations of such Person; and (j) all net liabilities or obligations under any interest rate, interest rate swap, interest rate cap, interest rate floor, interest rate collar, or other hedging instrument or agreement.

"Indemnified Amounts" shall have the meaning specified in Article 25 of this Agreement.

"Indemnified Parties" shall have the meaning specified in Article 25 of this Agreement.

"Indemnified Taxes" shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of Seller under any Transaction Document and (b) to the extent not otherwise described in clause (a) of this definition, Other Taxes.

"Independent Appraiser" shall mean a professional real estate appraiser that (i) is approved by Buyer in its sole discretion; (ii) was not selected or identified by the Mortgagor; (iii) is not affiliated with the lender under the mortgage or the Mortgagor; (iv) is a member in good standing of the American Appraisal Institute; (v), is certified or licensed in the state where the subject Underlying Mortgaged Property is located and (vi) in each such case, has a minimum of seven years' experience in the subject property type.

"Independent Director" shall mean an individual with at least three (3) years of employment experience serving as an independent director at the time of appointment who is provided by, and is in good standing with, CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Stewart Management Company, Lord Securities Corporation or, if none of those companies is then providing professional independent directors or managers or is not acceptable to the Rating Agencies, another nationally recognized company reasonably approved by Buyer, in each case that is not an Affiliate of Seller and that provides professional independent directors or managers and other corporate services in the ordinary course of its business, and which individual is duly appointed as a member of the board of directors or board of managers of Seller and is not, and has never been, and will not while serving as independent director or manager be:

(a) a member (other than an independent, non-economic "springing" member), partner, equityholder, manager, director, officer or employee of Seller or any of its equityholders or Affiliates (other than as an independent director or manager of an

Affiliate of Seller that does not own a direct or indirect interest in Seller and that is required by a creditor to be a single purpose bankruptcy remote entity, provided that such independent director or manager is employed by a company that routinely provides professional independent directors or managers in the ordinary course of business);

a. a customer, creditor, supplier or service provider (including provider of professional services) to Seller or any of its equityholders or Affiliates (other than a nationally recognized company that routinely provides professional independent directors or managers and other corporate services to Seller or any of its equityholders or Affiliates in the ordinary course of business);

b. a family member of any such member, partner, equityholder, manager, director, officer, employee, customer, creditor, supplier or service provider; or

c. a Person that Controls or is under common Control with (whether directly, indirectly or otherwise) any of (a), (b) or (c) above.

A natural person who otherwise satisfies the foregoing definition other than subparagraph (a) by reason of being the independent director or manager of a single purpose bankruptcy remote entity affiliated with Seller that does not own a direct or indirect interest in Seller shall not be disqualified from serving as an independent director or manager of Seller, provided that the fees that such individual earns from serving as independent directors or managers of such Affiliates in any given year constitute in the aggregate less than five percent (5%) of such individual's annual income for that year.

Date”.

“Initial Maturity Date” shall have the meaning specified in the definition of “Maturity

“Insolvency Law” shall mean any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law relating to the protection of creditors.

“Interim Servicer” shall mean Situs Asset Management, LLC, or any other interim servicer approved by Buyer in its sole and absolute discretion.

“Interim Servicing Agreement” shall mean the Interim Servicing Agreement between Seller, Buyer and Interim Servicer dated as of August 10, 2018, or any successor agreement thereto approved by Buyer in its sole discretion, as may be amended from time to time in accordance therewith.

“IRS” shall mean the United States Internal Revenue Service.

“Investment Company Act” shall mean the Investment Company Act of 1940, as amended.

“JPM Agented Purchased Asset” shall mean any Purchased Asset that is an A-Note in a senior pari passu structure or a pari passu Senior Note in a syndicated Senior Mortgage Loan where Buyer or an Affiliate of Buyer is administrative agent.

"LIBOR" shall mean, with respect to each Pricing Rate Period, the rate determined by Buyer to be (i) the per annum rate for deposits in U.S. dollars for a period equal to the applicable Pricing Rate Period that appears on the Thomson Reuters ICE LIBOR# Rates - LIBOR01 Page (or any successor thereto) as the London Interbank Offering Rate as of 11:00 a.m., London time, on the Pricing Rate Determination Date (rounded upwards, if necessary, to the nearest 1/1000 of 1%); (ii) if such rate does not appear on said Thomson Reuters ICE LIBOR# Rates - LIBOR01 Page, the arithmetic mean (rounded as aforesaid) of the offered quotations of rates obtained by Buyer from the Reference Banks for deposits in U.S. dollars for a period equal to the applicable Pricing Rate Period to prime banks in the London Interbank market as of approximately 11:00 a.m., London time, on the Pricing Rate Determination Date and in an amount that is representative for a single transaction in the relevant market at the relevant time; or (iii) if fewer than two (2) Reference Banks provide Buyer with such quotations, the rate per annum which Buyer determines to be the arithmetic mean (rounded as aforesaid) of the offered quotations of rates which major banks in New York, New York selected by Buyer are quoting at approximately 11:00 a.m., New York City time, on the Pricing Rate Determination Date for loans in U.S. dollars to leading European banks for a period equal to the applicable Pricing Rate Period in amounts of not less than U.S. $1,000,000.00; provided that, in each of clauses (i), (ii) and (iii) above, if such rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement. Buyer's determination of LIBOR shall be binding and conclusive on Seller absent manifest error. LIBOR may or may not be the lowest rate based upon the market for U.S. Dollar deposits in the London Interbank Eurodollar Market at which Buyer prices loans on the date which LIBOR is determined by Buyer as set forth above. Notwithstanding the foregoing or any other provision in this Agreement or any other Transaction Document, in no event shall LIBOR be less than zero.

"Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), charge or other security interest or any preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement and any financing lease having substantially the same economic effect as any of the foregoing), and the filing of any financing statement under the UCC or comparable law of any jurisdiction in respect of any of the foregoing.

"London Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday or (c) any other day on which commercial banks in London, England are not open for business.

"LTV" shall mean, with respect to any Purchased Asset, the loan-to-value ratio for such Purchased Asset, as determined by Buyer in its sole discretion.

"Manager" shall mean AG REIT Management, LLC.

"Management Agreement" shall mean the Management Agreement dated as of June 29, 2011, by and between the Guarantor and the Manager.

"Margin Deadline" shall have the meaning specified in Article 4(a).

"Margin Deficit" shall have the meaning specified in Article 4(a).

"Margin Deficit Notice" shall have the meaning specified in Article 4(a).

"Margin Excess" shall mean, for any Purchased Asset, as of the applicable date of determination, the excess, if any, of (a) the product of (i) the Advance Rate for such Purchased Asset and (ii) the Market Value of such Purchased Asset on such date of determination (but without giving effect to Future Funding Amounts funded by Seller with respect to Future Funding Transactions in which Buyer did not participate) over (b) the outstanding Repurchase Price of such Purchased Asset.

"Margin Excess Requirements" shall mean requirements that will be satisfied as of any date of determination if Buyer has determined in its sole discretion exercised in good faith that:
(A) no Default, Event of Default or Margin Deficit (except as such Margin Deficit would be cured in its entirety by the application of such Margin Excess) has occurred and is continuing, or will result from any proposed Transaction or application of Margin Excess, (B) Seller has satisfied all conditions precedent that are otherwise applicable to prospective Transactions under this Agreement, and (C) Guarantor is in full compliance with all of the financial covenants and all of the other obligations of Guarantor, as set forth in the Guarantee Agreement.

"Market Value" shall mean, with respect to any Purchased Asset as of any relevant date, the market value for such Purchased Asset on such date as determined by Buyer in its sole and absolute discretion exercised in good faith; provided that, notwithstanding any other provision of this Agreement, the Market Value of a Purchased Asset (expressed as a percentage of par) as of any date of determination shall not exceed the lower of (x) the Market Value (expressed as a percentage of par) assigned to such Purchased Asset as of the Purchase Date, and (y) the par value of such Purchased Asset as of such date of determination; provided, further that, where Buyer or an Affiliate of Buyer is a lender on a Senior Mortgage Loan secured by the same Underlying Mortgaged Property that is collateral for such Purchased Asset, the market value of such Purchased Asset (expressed as a percentage of par) shall be no less than the market value determined by Buyer for such mortgage loan owned by Buyer or its Affiliate, as applicable, that is secured by the same Underlying Mortgaged Property that is collateral for such Purchased Asset. The Market Value (A) shall be deemed to be zero with respect to each Purchased Asset
(i) in respect of which there is a breach of a representation and warranty set forth in Exhibit VI of this Agreement or such Purchased Asset is otherwise not an Eligible Asset, (ii) subject to Article 7(e), in respect of which the complete Purchased Asset File has not been delivered to the Custodian in accordance with the terms of the Custodial Agreement, (iii) that has been released from the possession of the Custodian under the Custodial Agreement to Seller for a period in excess of twenty (20) calendar days, or (iv) upon the occurrence of any Act of Insolvency with respect of the Mortgagor, any guarantor or other obligor under such Purchased Asset or the Underlying Mortgage Loan with respect thereto, and (B) may be reduced upon the occurrence of any Act of Insolvency with respect to any co-participant or any other Person having an interest in such Purchased Asset or any related Underlying Mortgaged Property that is senior to, or *pari passu* with, in right of payment or priority the rights of Buyer in such Purchased Asset that
(x) has a material adverse impact on the market value or administration of the related Purchased Asset or (y) results in a shortfall in future funding proceeds as required under the terms of the related Purchased Asset Documents.

The Market Value of each Purchased Asset may be determined by Buyer, in its sole discretion, on each Business Day during the term of this Agreement.

"Material Adverse Effect" shall mean a material adverse effect on (a) the property, business, operations or financial condition of Seller, Pledgor, AG MIT, Manager or Guarantor,
(b) the ability of Seller, Pledgor or Guarantor to perform its obligations under any of the Transaction Documents, (c) the validity or enforceability of any of the Transaction Documents,
(d) the rights and remedies of Buyer under any of the Transaction Documents, or (e) the timely payment of any amounts payable under this Agreement or any other Transaction Document.

"Material Modification" shall have the meaning specified in Article 7(f) of this Agreement.

"Materials of Environmental Concern" shall mean any toxic mold, any petroleum (including, without limitation, crude oil or any fraction thereof) or petroleum products (including, without limitation, gasoline) or any hazardous or toxic substances, materials or wastes, defined as such in or regulated under any Environmental Law, including, without limitation, asbestos, polychlorinated biphenyls, and urea-formaldehyde insulation.

"Maturity Date" shall mean August 10, 2021 or the immediately succeeding Business Day, if such day shall not be a Business Day (the "Initial Maturity Date"), or such later date as may be in effect pursuant to Article 3(n) hereof. For the sake of clarity, the Maturity Date shall not be any date beyond the fifth anniversary of the Closing Date (the "Final Maturity Date").

"Maturity Date Extension Conditions" shall have the meaning set forth in Article 3(n)(i).

"Maximum Advance Rate" shall mean, with respect to each Purchased Asset, the maximum amount, expressed as a percentage of par, as specified in the appropriate row for such Purchased Asset under the "Maximum Advance Rate" specified in Schedule I attached to the Fee Letter; provided, however, that with respect to any Eligible Asset to be purchased hereunder, the Maximum Advance Rates shown in Schedule I attached to the Fee Letter are only indicative of the maximum advance rate available to Seller, and Buyer is not obligated to purchase any Eligible Asset at such Maximum Advance Rates.

"Maximum Concentration Ratio Requirement" shall have the meaning specified in the Fee Letter.

"Maximum Facility Amount" shall mean $100,000,000.

"Minimum Transfer Amount" shall have the meaning specified in the Fee Letter.

"Monthly Reporting Package" shall mean the reporting package described on Exhibit III-A.

"Moody's" shall mean Moody's Investors Service, Inc., and its successors-in-interest.

20

"Mortgage" shall mean any mortgage, deed of trust, assignment of rents, security agreement and fixture filing, or other instruments creating and evidencing a lien on real property and other property and rights incidental thereto.

"Mortgage Loan Documents" shall mean, with respect to any Senior Mortgage Loan (including any Senior Mortgage Loan evidenced by an A-Note), the Mortgage Note, Mortgage and all other documents executed in connection with and/or evidencing or governing such Senior Mortgage Loan, including, without limitation those documents that are required to be delivered to Custodian under the Custodial Agreement.

"Mortgage Note" shall mean a note or other evidence of indebtedness of a Mortgagor with respect to a Senior Mortgage Loan.

"Mortgagor" shall mean (a) with respect to a Senior Mortgage Loan, the obligor on a Mortgage Note and the grantor of the related Mortgage, and (b) with respect to a Participation Interest, the obligor on a Mortgage Note and the grantor of the related Mortgage on the Underlying Mortgage Loan related to such Participation Interest.

"Multiemployer Plan" shall mean a multiemployer plan defined as such in Article 3(37) of ERISA to which contributions have been, or were required to have been, made by Seller or any ERISA Affiliate and that is covered by Title IV of ERISA.

"New Asset" shall mean an Eligible Asset that Seller proposes to be included as a Purchased Item.

"OFAC" shall mean the U.S. Department of the Treasury Office of Foreign Assets Control.

"Originated Asset" shall mean any Eligible Asset originated by Seller.

"Other Connection Taxes" shall mean Taxes imposed as a result of a present or former connection between such Buyer or Transferee and the jurisdiction imposing such Tax (other than connections arising from such Buyer or Transferee having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other Transaction pursuant to or enforced any Transaction Document, or sold or assigned an interest in any Transaction or any Transaction Document).

"Other Taxes" shall mean all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Transaction Document, Purchased Asset, or Purchased Item except for any such Taxes (x) that are Other Connection Taxes imposed with respect to an assignment, transfer or sale of participation or other interest in or with respect to the Transaction Documents (other than an assignment made pursuant to Article 3(w) hereof), or (y) that are imposed with respect to a Secondary Market Transaction effected pursuant to Article 28(a).

22

"Participation Certificate" shall mean the original participation certificate, if any, that was executed and delivered in connection with a Participation Interest.

"Participation Interest" shall mean (a) a Senior Pari Passu Participation Interest, or (b) the most senior interest in a performing senior or *pari passu* participation interest in a performing Senior Mortgage Loan, in each case evidenced by a Participation Certificate.

"Participation Interest Documents" shall mean, with respect to any Participation Interest, the Participation Certificate, any co-lender agreements, participation agreements and/or intercreditor agreements, all other documents governing or otherwise relating to such Participation Interest, and the Mortgage Loan Documents for the related Underlying Mortgage Loan, and including, without limitation, those documents which are required to be delivered to Custodian under the Custodial Agreement.

"Person" shall mean an individual, corporation, limited liability company, business trust, partnership, joint tenant or tenant-in-common, trust, joint stock company, joint venture, unincorporated organization, or any other entity of whatever nature, or a Governmental Authority.

"Plan" shall mean an employee benefit or other plan established or maintained by Seller or any ERISA Affiliate during the five year period ended prior to the date of this Agreement or to which Seller or any ERISA Affiliate makes, is obligated to make or has, within the five year period ended prior to the date of this Agreement, been required to make contributions and that is covered by Title IV of ERISA or Article 302 of ERISA or Article 412 of the Code, other than a Multiemployer Plan.

"Plan Asset Regulations" shall mean the regulations promulgated at 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA.

"Plan Party" shall have the meaning set forth in Article 20(a) of this Agreement.

"Pledge Agreement" shall mean that certain Pledge Agreement, dated as of the date hereof, by Pledgor in favor of Buyer, as may be amended from time to time in accordance therewith, pledging all of Seller's Capital Stock to Buyer.

"Pledgor" shall mean AG MIT CREL II Holdings, LLC, a Delaware limited liability company.

"Pre-Existing Asset" shall mean any Eligible Asset that is not an Originated Asset.

"Pre-Transaction Legal Expenses" shall mean all of the legal fees, costs and expenses incurred by Buyer in connection with the Asset Due Diligence associated with Buyer's decision as to whether or not to enter into a particular Transaction or Future Funding Transaction.

"Price Differential" shall mean, with respect to any Purchased Asset as of any date, the aggregate amount obtained by daily application of the applicable Pricing Rate for such Purchased

Asset to the Purchase Price of such Purchased Asset on a 360-day-per-year basis for the actual number of days during each Pricing Rate Period commencing on (and including) the

Purchase Date for such Purchased Asset and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Purchased Asset).

"Pricing Rate" shall mean, for any Pricing Rate Period and any Purchased Asset, an annual rate equal to the sum of (i) LIBOR and (ii) the relevant Applicable Spread with respect to such Purchased Asset, in each case, for the applicable Pricing Rate Period for the related Purchased Asset. The Pricing Rate shall be subject to adjustment and/or conversion as provided in the Transaction Documents or the related Confirmation.

"Pricing Rate Determination Date" shall mean with respect to any Pricing Rate Period with respect to any Transaction, the second (2nd) London Business Day preceding the first day of such Pricing Rate Period.

"Pricing Rate Period" shall mean, with respect to any Transaction, Remittance Date or Repurchase Date (a) in the case of the first Pricing Rate Period with respect to any Transaction, the period commencing on and including the Purchase Date for such Transaction and ending on and excluding the following Remittance Date, and (b) in the case of any subsequent Pricing Rate Period, the period commencing on and including the immediately preceding Remittance Date and ending on and excluding such Remittance Date; provided, however, that in no event shall any Pricing Rate Period for a Purchased Asset end subsequent to the Repurchase Date for such Purchased Asset.

"Primary Servicer" shall mean, with respect to any Purchased Asset, any primary servicer approved by, or in the case of a termination of Primary Servicer pursuant to Article 27(c), appointed by Buyer, in each case in Buyer's sole and absolute discretion to service such Purchased Asset. Notwithstanding any provision to the contrary set forth elsewhere in this Agreement, immediately upon the termination of the Primary Servicing Agreement, all references in this Agreement to the term "Primary Servicer" shall automatically be changed to the term "Interim Servicer".

"Primary Servicing Agreement" shall mean any Servicing Agreement by and between Seller and a Primary Servicer, as approved by Buyer in its sole and absolute discretion.

"Principal Proceeds" shall mean, with respect to any Purchased Asset, any scheduled or unscheduled payment or prepayment of principal (including net sale proceeds) received by the Depository or allocated as principal in respect of any such Purchased Asset.

"Prohibited Investor" shall mean (1) a person or entity whose name appears on the list of Specially Designated Nationals and Blocked Persons by OFAC, (2) any foreign shell bank, and
(3) any person or entity resident in or whose subscription funds are transferred from or through an account in a jurisdiction that has been designated as a non-cooperative with international anti- money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering ("FATF"), of which the U.S. is a member and with which designation the U.S. representative to the group or

organization continues to concur. (See http://www.fatf-gati.org for FATF's list of Non-Cooperative Countries and Territories.)

"Prohibited Person" shall have the meaning set forth in Article 9(b)(xxx).

"Prohibited Transferee" shall have the meaning specified in the Fee Letter.

"Properties" shall have the meaning set forth in Article 9(b)(xxviii)(a).

"Purchase Agreement" shall mean any purchase agreement between Seller and any Transferor pursuant to which Seller purchased or acquired an Asset that is subsequently sold to Buyer hereunder, which Purchase Agreement shall contain a grant of a security interest in favor of Seller and authorize the filing of UCC financing statements against the Transferor with respect to such Asset.

"Purchase Date" shall mean, with respect to any Purchased Asset, the initial date on which Buyer purchases such Purchased Asset from Seller hereunder.

"Purchase Price" shall mean, with respect to any Purchased Asset, the price at which such Purchased Asset is transferred by Seller to Buyer on the applicable Purchase Date, adjusted after the Purchase Date as set forth below. The Purchase Price as of the Purchase Date for any Purchased Asset shall be an amount (expressed in dollars) equal to the product obtained by multiplying (i) the Market Value of such Purchased Asset as of the Purchase Date (or the par amount of such Purchased Asset, if lower than Market Value) by (ii) the Advance Rate for such Purchased Asset, as determined by Buyer in its sole and absolute discretion and as set forth on the related Confirmation. The Purchase Price of any Purchased Asset shall be (x) increased by any Future Funding Amount actually funded by Buyer and any additional amounts disbursed by Buyer to Seller or to the related Mortgagor on behalf of Seller pursuant to Article 4(c) or otherwise with respect to such Purchased Asset and (y) decreased by (A) the portion of any Principal Proceeds on such Purchased Asset that are applied pursuant to Article 5 or Article 11(aa) hereof to reduce such Purchase Price and (B) any other amounts paid to Buyer by Seller specifically to reduce such Purchase Price and that are applied pursuant to Article 5 hereof to reduce such Purchase Price.

"Purchased Asset" shall mean (i) with respect to any Transaction, the Eligible Asset sold by Seller to Buyer in such Transaction and (ii) with respect to the Transactions in general, all Eligible Assets sold by Seller to Buyer (other than Purchased Assets that have been repurchased by Seller).

"Purchased Asset Documents" shall mean, with respect to any Purchased Asset, the Mortgage Loan Documents and/or Participation Interest Documents related thereto, as applicable.

"Purchased Asset File" shall mean the documents specified as the "Purchased Asset File" in Article 7(b), together with any additional documents and information required to be delivered to Buyer or its designee (including the Custodian) pursuant to this Agreement; provided that to the extent that Buyer waives, including pursuant to Article 7(c), receipt of any document in connection with the purchase of an Eligible Asset (but not if Buyer merely agrees to accept delivery of such document after the Purchase Date), such document shall not be a required

component of the Purchased Asset File until such time as Buyer determines in good faith that such document is necessary or appropriate for the servicing of the applicable Purchased Asset.

"Purchased Asset Schedule" shall mean a schedule of Purchased Assets attached to each Trust Receipt and Custodial Delivery Certificate containing information substantially similar to the Asset Information.

"Purchased Items" shall have the meaning specified in Article 6(a) of this Agreement.

"Qualified Hedge Counterparty" shall mean, with respect to any Hedging Transaction, any entity, other than an Affiliated Hedge Counterparty, that (a) qualifies as an "eligible contract participant" as such term is defined in the Commodity Exchange Act (as amended by the Commodity Futures Modernization Act of 2000), (b) the long-term unsecured debt of which is rated no less than "A+" by S&P and "A1" by Moody's and (c) is reasonably acceptable to Buyer.

III-B.

"Quarterly Reporting Package" shall mean the reporting package described on Exhibit

"Rating Agency" shall mean any of Fitch, Moody's, S&P, DBRS, Inc. and Kroll Bond Rating Agency Inc.

"Re-direction Letter" shall mean a letter in the form of Exhibit XVII hereto.

"Reference Banks" shall mean banks each of which shall (i) be a leading bank engaged in transactions in Eurodollar deposits in the international Eurocurrency market and (ii) have an established place of business in London. Initially, the Reference Banks shall be JPMorgan Chase Bank, National Association, Barclays Bank, Plc and Deutsche Bank AG. If any such Reference Bank should be unwilling or unable to act as such or if Buyer shall terminate the appointment of any such Reference Bank or if any of the Reference Banks should be removed from the Reuters Monitor Money Rates Service or in any other way fail to meet the qualifications of a Reference Bank, Buyer, in its sole discretion exercised in good faith, may designate alternative banks meeting the criteria specified in clauses (i) and (ii) above.

"Register" shall have the meaning assigned in Article 17(c).

"Release Letter" shall mean a letter substantially in the form of Exhibit XV hereto (or such other form as may be acceptable to Buyer).

"REMIC" shall mean a real estate mortgage investment conduit, within the meaning of Section 860D(a) of the Code.

"Remittance Date" shall mean the fifteenth (15th) calendar day of each month, or the immediately succeeding Business Day, if such calendar day shall not be a Business Day, or such other day as is mutually agreed to by Seller and Buyer.

"REOC" shall mean a Real Estate Operating Company within the meaning of Regulation Section 2510.3-101(e) of the Plan Asset Regulations.

"Requirement of Law" shall mean any law(s) (including common law), constitution, statute, treaty, regulation, rule, code, directive, ordinance, opinion, policy, issued guidance, release, ruling, order, executive order, injunction, writ, decree, bond, judgment, authorization or

approval, lien or award, settlement arrangement, order, requirement or determination by agreement, consent or otherwise, of an arbitrator or a court or any Governmental Authority, foreign or domestic, whether now or hereafter enacted or in effect.

"Repurchase Date" shall mean, with respect to a Purchased Asset, the earliest to occur of

a. any Early Repurchase Date for the related Transaction; (ii) the date that is 364 days after the related Purchase Date, which date shall be automatically extended for additional periods of 364 days each so long as no Default or Event of Default shall have occurred and be continuing and no event described in clause (i), (iii), (iv) or (v) of this definition have occurred; (iii) the Accelerated Repurchase Date; (iv) the Maturity Date and (v) the date that is two (2) Business Days prior to the maturity date of such Purchased Asset or, in the case of a Participation Interest, the maturity date of the Underlying Mortgage Loan (subject to extension, if applicable, in accordance with the related Purchased Asset Documents and subject to the terms and conditions of this Agreement and the related Confirmation); provided, that, solely with respect to this clause (v), the settlement with respect to such Repurchase Date and Purchased Asset may occur two (2) Business Days later. Notwithstanding the foregoing, upon the occurrence of an Act of Insolvency with respect to Buyer, Seller may, upon one (1) Business Day's prior written notice to Buyer, declare the Repurchase Date for each Transaction and all Purchased Assets to be the date Seller specifies in such written notice, which notice may be delivered concurrent with or subsequent to such Act of Insolvency.

"Repurchase Date Extension Conditions" shall have the meaning set forth in Article 3(y).

"Repurchase Obligations" shall have the meaning assigned thereto in Article 6(a).

"Repurchase Price" shall mean, with respect to any Purchased Asset as of any Repurchase Date or any date on which the Repurchase Price is required to be determined hereunder, the price at which such Purchased Asset is to be transferred from Buyer to Seller; such price will be determined by Buyer in each case as the sum of (i) the outstanding Purchase Price of such Purchased Asset; (ii) the accreted and unpaid Price Differential with respect to such Purchased Asset as of the date of such determination (other than, with respect to calculations in connection with the determination of a Margin Deficit, accreted and unpaid Price Differential for the current Pricing Rate Period); (iii) any other amounts due and owing by Seller to Buyer and its Affiliates pursuant to the terms of this Agreement as of such date; (iv) if such Repurchase Date is not a Remittance Date, except as otherwise expressly set forth in this Agreement, any Breakage Costs payable in connection with such repurchase other than with respect to the determination of a Margin Deficit; (v) any amounts that would be payable to (a positive amount) a Qualified Hedge Counterparty under any related Hedging Transaction, if such Hedging Transaction were terminated on the date of determination, if such determination is in connection with any calculation of Margin Deficit; and (vi) any amounts that would be payable to (a positive amount) an Affiliated Hedge Counterparty under any related Hedging Transaction, if such Hedging Transaction were terminated on the date of determination, if such determination is in connection with any calculation of Margin Deficit (and not in connection with an actual repurchase of a Purchased Asset).

"Requested Exceptions Report" shall have the meaning assigned thereto in Article 3(b)(iv)(E).

"Responsible Officer" shall mean any executive officer of Seller.

"S&P" shall mean Standard & Poor's Global Ratings.

"Sanctioned Country" shall mean, at any time, a country or territory which is the subject or target of any Sanctions Laws and Regulations, Anti-Terrorism Law, or AML Law broadly restricting or prohibiting dealings with such country, territory or government (as of the date of this Agreement, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

"Sanctions Laws and Regulations" shall mean economic or financial sanctions or trade embargoes enacted, imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the U.S. Department of State or the U.S. Department of Commerce, (b) United Nations (UN), (c) the European Union (EU), (d) the State Secretariat for Economic Affairs (SECO) of Switzerland, (e) HM Treasury of the United Kingdom, or (f) the government of any other country or territory in which Seller, Guarantor, Buyer, or any Subsidiary of Guarantor or Buyer maintains regular business operations.

"Secondary Market Transaction" shall have the meaning set forth in Article 28(a).

"Seller" shall mean the entity identified as "Seller" in the Recitals hereto and such other sellers as may be approved by Buyer in its sole discretion from time to time.

"Senior Mortgage Loan" shall mean a senior commercial or multifamily fixed or floating rate mortgage loan or A-Note related to a senior commercial or multifamily fixed or floating rate mortgage loan, in each case secured by a first lien on multifamily or commercial properties.

"Senior Pari Passu Participation Interest" shall mean a *pari passu* participation interest representing one portion of the most senior interest in a performing Senior Mortgage Loan.

"Senior Tranche" shall have the meaning set forth in Article 28(a).

"Servicer Notice" shall mean the agreement between Buyer, Seller and Primary Servicer, substantially in the form of Exhibit XIV hereto, as amended, supplemented or otherwise modified from time to time.

"Servicing Agreement" shall have the meaning specified in Article 27(b).

"Servicing Records" shall have the meaning specified in Article 27(b).

"Servicing Rights" shall mean all right, title and interest of Seller, Pledgor, Guarantor, or any Affiliate of Seller, Pledgor or Guarantor, or any other Person, in and to any and all of the following: (a) rights to service and/or sub-service, and collect and make all decisions with respect to, the Purchased Assets and/or any related Underlying Mortgage Loans, (b) amounts received by Seller, Pledgor, Guarantor or any Affiliate of Seller, Pledgor or Guarantor, or any

other Person, for servicing and/or sub-servicing the Purchased Assets and/or any related Underlying Mortgage Loans, (c) late fees, penalties or similar payments with respect to the Purchased Assets and/or any related Underlying Mortgage Loans, (d) agreements and documents

creating or evidencing any such rights to service and/or sub-service (including, without limitation, all Servicing Agreements), together with all Servicing Records, and rights of Seller, Pledgor, Guarantor or any Affiliate of Seller, Pledgor, or Guarantor, or any other Person, thereunder, (e) escrow, reserve and similar amounts with respect to the Purchased Assets and/or any related Underlying Mortgage Loans, (f) rights to appoint, designate and retain any other servicers, sub-servicers, special servicers, agents, custodians, trustees and liquidators with respect to the Purchased Assets and/or any related Underlying Mortgage Loans, and (g) accounts and other rights to payment related to the Purchased Assets and/or any related Underlying Mortgage Loans.

"Servicing Tape" shall have the meaning specified in Exhibit III-A hereto.

"Structuring Fee" shall have the meaning specified in the Fee Letter.

"Specified Non-Recourse Debt" shall have the meaning specified in Article 12(a)(x).

"Subordinate Financing" shall have the meaning set forth in Article 28(a) hereof.

"Subsidiary" shall mean, as to any Person, a corporation, partnership or other entity of which shares of stock or other ownership interests having ordinary voting power (other than stock or such other ownership interests having such power only by reason of the happening of a contingency) to elect a majority of the board of directors or other managers of such corporation, partnership or other entity are at the time owned, or the management of which is otherwise controlled, directly or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise qualified, all references to a "Subsidiary" or to "Subsidiaries" in this Agreement shall refer to a Subsidiary or Subsidiaries of Seller.

"Survey" shall mean a certified ALTA/ACSM (or applicable state standards for the state in which the collateral is located) survey of the underlying real estate directly or indirectly securing or supporting such Purchased Asset prepared by a registered independent surveyor or engineer and in form and content satisfactory to Buyer and the company issuing the Title Policy for such Underlying Mortgaged Property.

"Taxes" shall mean all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Title Company" shall mean a nationally-recognized title insurance company acceptable to Buyer.

"Title Policy" shall have the meaning specified in Exhibit VI.

"Transaction" shall mean a Transaction, as specified in Article 1 of this Agreement and shall include any related Future Funding Transaction.

"Transaction Documents" shall mean, collectively, this Agreement, any applicable Schedules, Exhibits and Annexes to this Agreement, the Guarantee Agreement, the Custodial Agreement, each Servicing Agreement, the Depository Agreement, the Pledge Agreement, the

Fee Letter, all agreements, documents or instruments evidencing or governing any Hedging Transactions, each Servicer Notice, each Re-direction Letter, and all Confirmations and assignment documentation executed pursuant to this Agreement in connection with specific Transactions.

"Transferee" shall have the meaning set forth in Article 17(a) hereof.

"Transferor" shall mean the seller of an Asset under a Purchase Agreement.

"Trust Receipt" shall mean a trust receipt issued by Custodian to Buyer confirming the Custodian's possession of certain Purchased Asset Files that are the property of and held by Custodian for the benefit of Buyer (or any other holder of such trust receipt) or a Bailee Letter.

"UCC" shall have the meaning specified in Article 6(c) of this Agreement.

"Underlying Mortgage Loan" shall mean, in the case of a Participation Interest in a Senior Mortgage Loan, the mortgage loan in which Seller owns such Participation Interest.

"Underlying Mortgaged Property" shall mean, in the case of:

i. a Senior Mortgage Loan, the real property securing such Senior Mortgage Loan; and

ii. a Participation Interest in a Senior Mortgage Loan, the real property securing the related Underlying Mortgage Loan.

"Underwriting Issues" shall mean, with respect to any Purchased Asset as to which Seller intends to request a Transaction, including but not limited to, any Future Funding Transaction all material information that has come to Seller's attention that, based on the making of reasonable inquiries and the exercise of reasonable care and diligence under the circumstances, would be considered a materially "negative" factor (either separately or in the aggregate with other information), or a defect in loan documentation or closing deliveries (such as any absence of any Purchased Asset Document(s)), to a reasonable institutional mortgage buyer in determining whether to originate or acquire the Purchased Asset in question.

"U.S. Person" means a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"U.S. Tax Compliance Certificate" shall have the meaning assigned to such term in Article 3(t)(ii)(B)(3).

"VCOC" shall mean a "venture capital operating company" within the meaning of Section 2510.3-101(d) of the Plan Asset Regulations.

ARTICLE 3.
INITIATION; CONFIRMATION; TERMINATION; FEES; EXTENSION OF MATURITY DATE; EXTENSION OF REPURCHASE DATE

Buyer's agreement to enter into the initial Transaction hereunder is subject to the satisfaction, immediately prior to or concurrently with the making of such Transaction, of the condition precedent that Buyer shall have received from Seller payment of an amount equal to all fees and expenses payable hereunder, and all of the following items, each of which shall be satisfactory in form and substance to Buyer and its counsel and the satisfaction of the other conditions precedent in clause (a) below:

(a) The following documents, delivered to Buyer, and the consents and payment of all amounts specified below:

(i) this Agreement, duly completed and executed by each of the parties hereto (including all exhibits hereto);

(ii) a Custodial Agreement, duly executed and delivered by each of the parties thereto;

(iii) a Depository Agreement, duly completed and executed by each of the parties thereto;

(iv) a Guarantee Agreement, duly completed and executed by each of the parties thereto;

(v) a Pledge Agreement, duly completed and executed by each of the parties thereto;

(vi) the Primary Servicing Agreement, the related Servicer Notice and the Interim Servicing Agreement, each duly completed and executed by each of the parties thereto;

(vii) any and all consents and waivers applicable to Seller or to the Purchased Assets;

(viii) UCC financing statements for filing in each of the UCC filing jurisdictions described on Exhibit XII hereto, (x) in the case of the Seller, naming Seller as "Debtor" and Buyer as "Secured Party" and adequately describing as "Collateral" all of the items set forth in the definition of Purchased Items in this Agreement, together with any other documents necessary or requested by Buyer to perfect the security interests granted by Seller in favor of Buyer under this Agreement or any other Transaction Document such that the lien created in favor of Buyer is a perfected, first priority security interest senior to the claim of any other creditor of Seller and (y) in the case of Pledgor, naming Pledgor as "Debtor" and Buyer as "Secured Party" and adequately describing as "Collateral" all of the items set forth in the definition of "Pledged Collateral" under the Pledge

Agreement such that the lien created in favor of Buyer is a perfected, first priority security interest senior to the claim of any other creditor of Pledgor;

i. any documents relating to any Hedging Transactions;

ii. opinions of outside counsel to Seller reasonably acceptable to Buyer (including, but not limited to, those relating to bankruptcy safe harbor, enforceability, corporate matters, applicability of the Investment Company Act of 1940 to Seller, Pledgor, Guarantor or any Subsidiary of Guarantor that is also a direct or indirect parent of Seller, and security interests);

iii. good standing certificates and certified copies of the charters and by-laws (or equivalent documents) of Seller, Pledgor and Guarantor and of all corporate or other authority for Seller, AG MIT and Guarantor with respect to the execution, delivery and performance of the Transaction Documents and each other document to be delivered by Seller, Pledgor and Guarantor from time to time in connection herewith (and Buyer may conclusively rely on such certificate until it receives notice in writing from Seller to the contrary);

iv. with respect to any Eligible Asset to be purchased hereunder on the related Purchase Date that is serviced by any servicer other than Primary Servicer (or is serviced pursuant to any servicing agreement other than the Primary Servicing Agreement), Seller shall have provided to Buyer a copy of the related servicing agreement, certified as a true, correct and complete copy of the original, together with a Servicer Notice, fully executed by Seller and such servicer;

v. Buyer shall have received payment from Seller of an amount equal to the amount of actual costs and expenses, including, without limitation, the reasonable fees and expenses of outside counsel to Buyer, incurred by Buyer in connection with the development, preparation and execution of this Agreement, the other Transaction Documents and any other documents prepared in connection herewith or therewith;

vi. Buyer shall have received payment from Seller, as consideration for Buyer's agreement to enter into this Agreement, the Structuring Fee; and

vii. all such other and further documents, documentation and legal opinions as Buyer in its discretion shall reasonably require.

a. Buyer's agreement to enter into each Transaction (including the initial Transaction, any Future Funding Transaction) is subject to the satisfaction of the following further conditions precedent, both immediately prior to entering into such Transaction and also after giving effect to the consummation thereof and the intended use of the proceeds of the sale:

i. the sum of (A) the unpaid Repurchase Price for all prior outstanding Transactions and (B) the requested Purchase Price for the pending Transaction, in each case, including any Future Funding Amount, shall not exceed the Maximum Facility Amount;

ii. no Margin Deficit exists, and no Default or Event of Default has occurred and is continuing under this Agreement or any other Transaction Document;

i.Seller shall give Buyer no less than one (1) Business Days prior written notice of (x) each Transaction (including the initial Transaction), together with a signed, written confirmation in the form of Exhibit I attached hereto prior to each Transaction (a "Confirmation") and (y) each Future Funding Transaction, together with a revised Confirmation for the related Transaction. Each Confirmation shall describe the Purchased Assets, shall identify Buyer and Seller and shall be executed by both Buyer and Seller (provided that, in instances where funds are being wired to an account other than 8901456993 at The Bank of New York Mellon, the Confirmation shall be signed by a Responsible Officer of Seller); provided, however, that Buyer shall not be liable to Seller if it inadvertently acts on a Confirmation that has not been signed by a Responsible Officer of Seller, and shall set forth (among other things):

1. the Purchase Date for the Purchased Assets included in the Transaction;

2. the Purchase Price for the Purchased Assets included in the Transaction;

3. the Repurchase Date for the Purchased Assets included in the Transaction;

4. the requested Advance Rate and Maximum Advance Rate for the Purchased Assets included in the Transaction;

5. the amount of any Future Funding Amount requested (which Future Funding Amount shall not in any event exceed the amount contemplated in the definition of Future Funding Amount);

6. the Applicable Spread;

7. if such Purchased Asset is a non-performing loan or is a note or participation interest in a non-performing loan, Buyer and Seller have agreed on additional terms and conditions applicable to non-performing loans, which may include additional terms and conditions in the related Confirmation or amendments to this Agreement and the other Transaction Documents; and

8. any additional terms or conditions not inconsistent with this Agreement.

ii. Buyer shall have the right to (x) review, as described in Exhibit VIII hereto, the Eligible Assets Seller proposes to sell to Buyer in any Transaction and to conduct its own due diligence investigation of such Eligible Assets as Buyer determines,
(y) with respect to Construction Loans, review the related Business Plan and determine any additional terms and conditions and additional representations and warranties that shall be applicable to such Purchased Asset, and (z) with respect to a Future Funding Transaction, review the related Purchased Asset and to conduct further due diligence

investigation of such Purchased Asset as Buyer determines (each, "Asset Due Diligence"). Buyer shall be entitled to make a determination, in the exercise of its sole

discretion, that, in the case of a Transaction, it shall or shall not purchase any or all of the assets proposed to be sold to Buyer by Seller or, in the case of a Future Funding Transaction, it shall or shall not provide additional funds to the Seller or advance the requested Future Funding Amount, as applicable. On the Purchase Date for the Transaction, which shall be not less than one (1) Business Day following the final approval of an Eligible Asset by Buyer in accordance with Exhibit VIII hereto, the Eligible Assets shall be transferred to Buyer or the Custodian on Buyer's behalf against the transfer of the Purchase Price to an account of Seller. If Buyer elects in its sole discretion to fund a Future Funding Amount requested of Buyer, Buyer shall fund such Future Funding Amount in accordance with Article 3(c). Buyer shall inform Seller of its determination with respect to any such proposed Transaction or Future Funding Transaction solely in accordance with Exhibit VIII or Exhibit XVIII attached hereto, as applicable. Upon the approval by Buyer of a particular proposed Transaction or Future Funding Transaction, Buyer shall deliver to Seller a signed copy of the related Confirmation described in clause (iii) above or Future Funding Confirmation, as applicable, on or before the scheduled date of the underlying proposed Transaction or Future Funding Transaction, as applicable. Prior to the approval of each proposed Transaction by Buyer, as applicable:

i. Buyer shall have (i) determined, in its sole and absolute discretion, that the asset proposed to be sold to Buyer by Seller in such Transaction is an Eligible Asset, (ii) determined conformity to the terms of the Transaction Documents, Buyer's internal credit and underwriting criteria, and (iii) obtained internal credit approval, to be granted or denied in Buyer's sole and absolute discretion, for the inclusion of such Eligible Asset as a Purchased Asset in a Transaction, without regard for any prior credit decisions by Buyer or any Affiliate of Buyer, and with the understanding that Buyer shall have the absolute right to change any or all of its internal underwriting criteria at any time, without notice of any kind to Seller;

ii. Buyer shall have fully completed all external legal due diligence;

iii. Buyer shall have determined the Pricing Rate applicable to the Transaction (including the Applicable Spread);

iv. no Default or Event of Default shall have occurred shall have occurred and be continuing under this Agreement or any other Transaction Document and no event shall have occurred that has, or would reasonably be expected to have, a Material Adverse Effect;

v. Seller shall have delivered to Buyer a list of all exceptions to the representations and warranties relating to the Eligible Asset and any other eligibility criteria for such Eligible Asset (the "Requested Exceptions Report");

vi. Buyer shall have waived in writing all exceptions in the Requested Exceptions Report;

i. both immediately prior to the requested Transaction or Future Funding Transaction, as applicable, and also after giving effect thereto and to the intended use thereof, the representations and warranties made by Seller in each of Exhibit VI and Article 9 shall be true, correct and complete on and as of such Purchase Date in all respects with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date;

ii. subject to Buyer's right to perform one or more due diligence reviews pursuant to Article 26, Buyer shall have completed its due diligence review of the Purchased Asset File, and such other documents, records, agreements, instruments, mortgaged properties or information relating to such Eligible Asset as Buyer in its sole discretion deems appropriate to review and such review shall be satisfactory to Buyer in its sole discretion and Buyer has consented in writing to the Eligible Asset becoming a Purchased Asset or the advance of a Future Funding Amount, as applicable;

iii. with respect to any Eligible Asset to be purchased hereunder on the related Purchase Date that is not primarily serviced by Interim Servicer or an Affiliate thereof, Seller shall have provided to Buyer a copy of the related Servicing Agreement, certified as a true, correct and complete copy of the original, together with a Servicer Notice, fully executed by Seller and the servicer named in the related Servicing Agreement;

iv. With respect to any Eligible Asset to be purchased hereunder on the related Purchase Date that is a Participation Interest, where the servicer of the Underlying Mortgage Loan is not the Interim Servicer or Primary Servicer, Seller shall have provided to Buyer a copy of the related Servicing Agreement, certified as a true, correct and complete copy of the original, together with a Servicer Notice, fully executed by Seller and such servicer;

v. Seller shall have paid to Buyer all reasonable legal fees and expenses and the reasonable costs and expenses incurred by Buyer in connection with the entering into of any Transaction or Future Funding Amount, as applicable, hereunder, including, without limitation, costs associated with due diligence, recording or other administrative expenses necessary or incidental to the execution of any Transaction hereunder, which amounts, at Buyer's option, may be withheld from the sale proceeds of any Transaction hereunder;

vi. Buyer shall have determined, in its sole and absolute discretion, that no Margin Deficit shall exist, either immediately prior to or after giving effect to the requested Transaction or Future Funding Transaction, as applicable;

vii. Buyer shall have received from Custodian on each Purchase Date an Asset Schedule and Exception Report (as defined in the Custodial Agreement) with respect to each Eligible Asset, dated the Purchase Date, duly completed and

with exceptions acceptable to Buyer in its sole discretion in respect of Eligible Assets to be purchased hereunder on such Business Day;

i. Buyer shall have received from Seller a Release Letter covering each Eligible Asset to be sold to Buyer;

ii. Buyer shall have reasonably determined that the introduction of, or a change in, any Requirement of Law or in the interpretation or administration of any Requirement of Law applicable to Buyer has not made it unlawful, and no Governmental Authority shall have asserted that it is unlawful, for Buyer to enter into Transactions or enter into Future Funding Transactions;

iii. the Repurchase Date for such Transaction is not later than the Maturity Date;

iv. Seller shall have taken such other action as Buyer shall have reasonably requested in order to transfer the Purchased Assets pursuant to this Agreement and to perfect all security interests granted under this Agreement or any other Transaction Document in favor of Buyer with respect to the Purchased Assets;

v. with respect to any Eligible Asset to be purchased hereunder, if such Eligible Asset was acquired by Seller, Seller shall have disclosed to Buyer the acquisition cost of such Eligible Asset (including therein reasonable supporting documentation required by Buyer, if any);

vi. Buyer shall have received all such other and further documents, documentation and legal opinions (including, without limitation, opinions regarding the perfection of Buyer's security interests) as Buyer in its reasonable discretion shall reasonably require;

vii. Buyer shall have received a copy of any documents relating to any Hedging Transaction, and Seller shall have pledged and assigned to Buyer, pursuant to Article 6 hereunder, all of Seller's rights under each Hedging Transaction included within a Purchased Asset, if any;

viii. no "Termination Event", "Event of Default", "Potential Event of Default" or any similar event by Seller, however defined therein, shall have occurred and be continuing under any Hedging Transaction; and

ix. the counterparty to Seller in any Hedging Transaction shall be an Affiliated Hedge Counterparty or a Qualified Hedge Counterparty, and, in the case of a Qualified Hedge Counterparty, in the event that such counterparty no longer qualifies as a Qualified Hedge Counterparty, then, at the election of Buyer or Seller shall ensure that such counterparty posts additional collateral in an

amount satisfactory to Buyer under all its Hedging Transactions with Seller, or Seller shall immediately terminate the Hedging Transactions with such

counterparty and enter into new Hedging Transactions with a Qualified Hedge Counterparty.

(c) Buyer's agreement to enter into each Future Funding Transaction is subject to the satisfaction of the following additional conditions precedent, both immediately prior to entering into such Future Funding Transaction and also after giving effect to the consummation thereof:

(i) Seller shall give Buyer written notice of each Future Funding Transaction, together with a signed, written confirmation in the form of Exhibit XIII attached hereto prior to each Future Funding Transaction (a "Future Funding Confirmation"), signed by a Responsible Officer of Seller. Each Future Funding Confirmation shall identify the related Purchased Asset, shall identify Buyer and Seller and shall be executed by both Buyer and Seller; provided, however, that Buyer shall not be liable to Seller if it inadvertently acts on a Future Funding Confirmation that has not been signed by a Responsible Officer of Seller, and shall set forth:

(1) the Future Funding Date;

(2) the Future Funding Amount to be funded in the Future Funding Transaction;

(3) the remaining future funding obligations of Seller, other than the Future Funding Amount, related to the applicable Asset;

(4) the Repurchase Date of the related Purchased Asset;

(5) any additional terms or conditions not inconsistent with this Agreement; and

(6) the applicable Advance Rate.

(ii) Buyer shall have the right to conduct, as described in Exhibit XVIII hereto, an additional due diligence investigation of the related Purchased Asset as Buyer determines ("Future Funding Due Diligence"). Buyer shall be entitled to make a determination, in the exercise of its sole discretion, that, in the case of a Future Funding Transaction, it shall or shall not advance any or all of the Future Funding Amount to the related Mortgagor. On the Future Funding Date for the Future Funding Transaction, which shall occur following the final approval of the Future Funding Transaction by Buyer in accordance with Exhibit XVIII hereto, the Future Funding Amount shall be transferred by Buyer to Seller or, at Seller's direction, to the related Mortgagor; provided that, notwithstanding the Future Funding Amount set forth in the related Confirmation on the Purchase Date, no Future Funding Amount shall exceed the product of (x) the Advance Rate for such Purchased Asset as of such Future Funding Date, multiplied by
(y) the amount of additional funding obligations actually funded by or on behalf of Seller in connection with such future funding obligation. Buyer shall inform Seller of its determination with respect to any such proposed Future Funding Transaction solely in

accordance with Exhibit XVIII attached hereto. Upon the approval by Buyer of a particular Future Funding Transaction, Buyer shall deliver to Seller a signed copy of the

related Future Funding Confirmation described in clause (i) above, on or before the scheduled date of the underlying proposed Future Funding Transaction. Prior to the approval of each proposed Future Funding Transaction by Buyer:

i. Buyer shall have (i) determined, in its sole and absolute discretion, that the related Purchased Asset is not a Defaulted Asset, (ii) obtained internal credit approval, to be granted or denied in Buyer's sole and absolute discretion, for the advance of the Future Funding Amount related to the Senior Mortgage Loan or Participation Interest, without regard for any prior credit decisions by Buyer or any Affiliate of Buyer, and with the understanding that Buyer shall have the absolute right to change any or all of its internal underwriting criteria at any time, without notice of any kind to Seller and, for the avoidance of doubt, Buyer's determination of Market Value of such Purchased Asset shall be in Buyer's sole discretion exercised in good faith and (iii) fully completed all external legal due diligence;

ii. no Default or Event of Default shall have occurred and be continuing under this Agreement or any other Transaction Document and no event shall have occurred that has, or would reasonably be expected to have, a Material Adverse Effect;

iii. both immediately prior to the requested Future Funding Transaction and also after giving effect thereto and to the intended use thereof, the representations and warranties made by Seller in each of Exhibit VI and Article 9 of this Agreement, as applicable, (subject to such exceptions specifically disclosed in writing in the Requested Exceptions Report that have been approved by Buyer) shall be true, correct and complete on and as of such Future Funding Date with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date);

iv. Buyer shall have completed its Future Funding Due Diligence, and its review of any documents, records, agreements, instruments, mortgaged properties or information relating to such Purchased Asset as Buyer in its sole discretion deems appropriate to review and such review shall be satisfactory to Buyer in its sole discretion and Buyer has consented in writing to the advance of funds;

v. Seller shall have paid to Buyer all reasonable legal fees and expenses and the reasonable out-of-pocket costs and expenses incurred by Buyer in connection with the entering into of any Future Funding Transaction hereunder, including, without limitation, reasonable costs associated with due diligence, recording or other administrative expenses necessary or incidental to the execution of any Future Funding Transaction hereunder;

i. Buyer shall have determined, in its sole and absolute discretion, that no Margin Deficit shall exist, either immediately prior to or after giving effect to the requested Future Funding Transaction;

ii. Buyer shall have reasonably determined that no introduction of, or a change in, any Requirement of Law or in the interpretation or administration of any Requirement of Law applicable to Buyer has made it unlawful, and no Governmental Authority shall have asserted that it is unlawful, for Buyer to enter into Transactions;

iii. Seller shall have taken any other action as Buyer shall have reasonably requested in order to perfect all security interests granted under this Agreement or any other Transaction Document in favor of Buyer with respect to the funds to be advanced;

iv. Buyer shall have received all such other and further documents, documentation and legal opinions (including, without limitation, opinions regarding the perfection of Buyer's security interests) as Buyer in its reasonable discretion shall reasonably require; and

v. Seller shall have delivered to Buyer a certificate of a Responsible Officer of Seller, certifying that the related borrower has met all conditions required under the related Purchased Asset Documents to be entitled to the advance of the Future Funding Amount.

(d) Upon the satisfaction of all conditions set forth in Articles 3(a) and (b), Seller shall sell, transfer, convey and assign to Buyer on a servicing released basis all of Seller's right, title and interest in and to each Purchased Asset, together with all related Servicing Rights against the transfer of the Purchase Price to an account of Seller. To the extent any additional limited liability company is formed by division of Seller (and without prejudice to Articles 10(b), (c), and (f)), Seller shall cause any such additional limited liability company to sell, transfer, convey and assign to Buyer on a servicing released basis all of such additional limited liability company's right, title and interest in and to the Purchased Asset, together with all related Servicing Rights in the same manner and to the same extent as the sale, transfer, conveyance and assignment by Seller on the Closing Date of all of Seller's right, title and interest in and to the Purchased Asset, together with all related Servicing Rights. With respect to any Transaction, the Pricing Rate shall be determined initially on the Pricing Rate Determination Date applicable to the first Pricing Rate Period for such Transaction, and shall be reset on the Pricing Rate Determination Date for each of the next succeeding Pricing Rate Periods for such Transaction. Buyer or its agent shall determine in accordance with the terms of this Agreement the Pricing Rate on each Pricing Rate Determination Date for the related Pricing Rate Period in Buyer's sole and absolute discretion, and notify Seller of such rate for such period each such Pricing Rate Determination Date.

(e) Each Confirmation and Future Funding Confirmation, together with this Agreement, shall be conclusive evidence of the terms of the Transaction (including any Future Funding Transaction) covered thereby. In the event of any conflict between the terms of such

Confirmation or Future Funding Confirmation and the terms of this Agreement, other than with respect to the Advance Rate or the applicable Pricing Rate set forth in the related Confirmation, this Agreement shall prevail.

a. Seller shall be entitled to terminate a Transaction in whole or in part on demand and repurchase all or part of the Purchased Asset subject to a Transaction on any Business Day prior to the Repurchase Date (an "Early Repurchase Date"); provided, however, that:

i. Seller notifies Buyer in writing of its intent to terminate such Transaction and repurchase all or part of such Purchased Asset, setting forth the Early Repurchase Date and identifying with particularity the Purchased Asset to be repurchased on such Early Repurchase Date, no later than thirty (30) calendar days prior to such Early Repurchase Date; provided, that, to the extent such repurchase relates to a prepayment (in whole or in part) of a Purchased Asset by the related Mortgagor, Seller shall use its best efforts to notify Buyer no later than thirty (30) calendar days prior to such Early Repurchase Date, but in no event later than ten (10) calendar days prior to such Early Repurchase Date;

ii. on such Early Repurchase Date, Seller pays to Buyer an amount equal to the sum of (x) the Repurchase Price for the Purchased Assets (or, in the case of a repurchase in part, the Purchase Price being paid in connection with such Early Repurchase Date), (y) the applicable Exit Fee and (z) any other amounts payable under this Agreement (including, without limitation, Article 3(j) of this Agreement) with respect to the Purchased Assets against transfer to Seller or its agent of the Purchased Assets and any related Hedging Transactions; and

iii. on such Early Repurchase Date, in addition to the amounts set forth in clause (ii) above, Seller pays to Buyer an amount sufficient to reduce the Purchase Price for all other Purchased Assets to an amount equal to Buyer's Margin Amount for such Purchased Assets.

b. On the Repurchase Date for any Transaction, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Assets being repurchased and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Article 5 of this Agreement) against the simultaneous transfer of the Repurchase Price to an account of Buyer.

c. If prior to the first day of any Pricing Rate Period with respect to any Transaction,

(i) Buyer shall have determined in the exercise of its reasonable business judgment (which determination shall be conclusive and binding upon Seller) that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining LIBOR for such Pricing Rate Period, or (ii) LIBOR determined or to be determined for such Pricing Rate Period will not adequately and fairly reflect the cost to Buyer (as determined and certified by Buyer) of making or maintaining Transactions during such Pricing Rate Period, Buyer shall give written notice thereof to Seller as soon as practicable thereafter; provided that,

Buyer shall make any determination pursuant to this Article 3(h) using substantially the same methodology that Buyer applies in making such determination in similar agreements with

similarly situated counterparties; provided, further, that Buyer may elect to apply or not apply such rights and remedies to Buyer's counterparties in Buyer's sole discretion. If such notice is given, the Pricing Rate with respect to such Transaction for such Pricing Rate Period, and for any subsequent Pricing Rate Periods until such notice has been withdrawn by Buyer, shall be a per annum rate equal to the Federal Funds Rate plus the Applicable Spread (the "Alternative Rate").

1. Notwithstanding any other provision herein, if the adoption of or any change in any Requirement of Law or Buyer Compliance Policy or in the interpretation of any such Requirement of Law or Buyer Compliance Policy, the application thereof or the compliance therewith, in each case whether by a Governmental Authority, by Buyer or by any corporation controlling Buyer, shall make it unlawful for Buyer to enter into or maintain Transactions or Future Funding Transactions as contemplated by the Transaction Documents, (a) the agreement of Buyer hereunder to consider entering into new Transactions or Future Funding Transactions and to continue Transactions as such shall forthwith be canceled, and (b) if such adoption or change makes it unlawful to maintain Transactions with a Pricing Rate based on LIBOR, the Transactions then outstanding shall be converted automatically to Alternative Rate Transactions on the last day of the then current Pricing Rate Period or within such earlier period as may be required by law; provided that, Buyer shall make any determination pursuant to this Article 3(i) using substantially the same methodology that Buyer applies in making such determination in similar agreements with similarly situated counterparties; provided, further, that Buyer may elect to apply or not apply such rights and remedies to Buyer's counterparties in Buyer's sole discretion. If any such conversion of a Transaction occurs on a day that is not the last day of the then current Pricing Rate Period with respect to such Transaction, Seller shall pay to Buyer such amounts, if any, as may be required pursuant to Article 3(m) of this Agreement.

(j) Upon demand by Buyer, Seller shall indemnify Buyer and hold Buyer harmless from any loss, cost or expense (including, without limitation, attorneys' fees and disbursements) that Buyer may sustain or incur as a consequence of (i) any payment of the Repurchase Price on any day other than a Remittance Date, including Breakage Costs, (ii) Buyer's enforcement of the terms of any of the Transaction Documents, (iii) any actions taken to perfect or continue any lien created under any Transaction Documents, and/or (iv) Buyer entering into any of the Transaction Documents or owning any Purchased Item. A certificate as to such costs, losses, damages and expenses, setting forth the calculations therefor shall be submitted promptly by Buyer to Seller and shall be prima facie evidence of the information set forth therein.

(k) If the adoption of or any change in any Requirement of Law or Buyer Compliance Policy or in the interpretation of any such Requirement of Law or Buyer Compliance Policy, the application thereof or the compliance therewith, or the compliance by Buyer with any request or directive (whether or not having the force of law) from any central bank or other Governmental Authority having jurisdiction over Buyer, in each case whether by a Governmental Authority, by Buyer or by any corporation controlling Buyer:

(i) shall subject Buyer to any Taxes (other than (A) Indemnified Taxes,
(B) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes and

(C) Connection Income Taxes) on its loans, loan principal, letters of credit, commitments, or other obligation, or its deposits, reserves, other liabilities or capital attributable thereto;

1. shall impose, modify or hold applicable any reserve, special deposit, compulsory loan or similar requirement against assets held by, deposits or other liabilities in or for the account of, advances, loans or other extensions of credit by, or any other acquisition of funds by, any office of Buyer that is not otherwise included in the determination of LIBOR hereunder; or

2. shall impose on Buyer any other condition (other than with respect to Taxes);

and the result of any of the foregoing is to increase the cost to Buyer, by an amount that Buyer deems, in the exercise of its reasonable business judgment, to be material, of entering into, continuing or maintaining Transactions or Future Funding Transactions or to reduce any amount receivable under the Transaction Documents in respect of any of the foregoing; then, in any such case, Seller shall promptly pay Buyer, upon its demand, any additional amounts necessary to compensate Buyer for such increased cost or reduced amount receivable; provided that, Buyer shall make any determination pursuant to this Article 3(k) using substantially the same methodology that Buyer applies in making such determination in similar agreements with similarly situated counterparties; provided, further, that Buyer may elect to apply or not apply such rights and remedies to Buyer's counterparties in Buyer's sole discretion. Such notification as to the calculation of any additional amounts payable pursuant to this Article 3(k) shall be submitted by Buyer to Seller and shall be prima facie evidence of such additional amounts. This covenant shall survive the termination of this Agreement and the repurchase by Seller of any or all of the Purchased Assets.

a. If Buyer shall have determined that the adoption of or any change in any Requirement of Law or Buyer Compliance Policy made subsequent to the date hereof regarding capital adequacy or otherwise affecting the Buyer Funding Costs, or in the interpretation of any such Requirement of Law or Buyer Compliance Policy, the application thereof or the compliance therewith, in each case whether by a Governmental Authority, by Buyer or by any corporation controlling Buyer (including, without limitation, any request or directive regarding capital adequacy or otherwise affecting the Buyer Funding Costs (whether or not having the force of law) from any Governmental Authority or any Buyer Compliance Policy related to such request or directive), does or shall have the effect of reducing the rate of return on Buyer's or such corporation's capital as a consequence of any one or more of the Transactions or Future Funding Transactions or otherwise as a consequence of its obligations under the Transaction Documents to a level below that which Buyer or such corporation could have achieved, but for such adoption, change, interpretation, application or compliance, by an amount that Buyer deems, in the exercise of its reasonable business judgment, to be material, then, from time to time, after submission by Buyer to Seller of a written request therefor, Seller shall pay to Buyer such additional amount or amounts as will reimburse Buyer for the actual damages, losses, costs and expenses incurred by Buyer in connection with each such reduction; provided that, Buyer shall make any determination pursuant to this Article 3(l) using substantially the same methodology that Buyer applies in making such determination in similar agreements with similarly situated counterparties; provided, further, that Buyer may elect to apply or not apply such rights and remedies to Buyer's counterparties in Buyer's sole discretion. Such notification as to the

calculation of any additional amounts payable pursuant to this subsection shall be submitted by Buyer to Seller and shall be *prima facie* evidence of such additional amounts. This covenant

shall survive the termination of this Agreement and the repurchase by Seller of any or all of the Purchased Assets.

a. If Seller repurchases Purchased Assets on a day other than the last day of a Pricing Rate Period, Seller shall indemnify Buyer and hold Buyer harmless from any actual losses, costs and/or expenses which Buyer sustains as a direct consequence thereof ("Breakage Costs"), in each case for the remainder of the applicable Pricing Rate Period. Buyer shall deliver to Seller a statement setting forth the amount and basis of determination of any Breakage Costs in reasonable detail, it being agreed that such statement and the method of its calculation shall be conclusive and binding upon Seller absent manifest error. This Article 3(m) shall survive termination of this Agreement and the repurchase of all Purchased Assets subject to Transactions hereunder.

b. (i) Notwithstanding the definition of Maturity Date herein, upon written request of Seller prior to the then current Maturity Date, provided that Buyer has determined that all of the extension conditions listed in clause (ii) below (collectively, the "Maturity Date Extension Conditions") shall have been satisfied, Buyer may, in its sole discretion, agree to extend the Maturity Date for a period of up to three hundred sixty-four (364) additional days (the "Extension Period") by giving notice to Seller of such extension; provided, that any failure by Buyer to deliver such notice of extension to Seller within thirty (30)) days from the date first received by Buyer shall be deemed a denial of Seller's request to extend such Maturity Date. Notwithstanding anything to the contrary in this Article 3(n)(i) hereof, in no event shall the Maturity Date be extended for more than two (2) Extension Periods and in no event shall the Final Maturity Date be after August 10, 2023.

1. For purposes of this Article 3(n), the Maturity Date Extension Conditions shall be deemed to have been satisfied if:

i. Buyer shall have received payment from Seller, of the Extension Fee as consideration for Buyer's agreement to extend the then-current Maturity Date, such amount to be paid to Buyer in U.S. Dollars, in immediately available funds, without deduction, set-off or counterclaim;

ii. Seller shall have given Buyer written notice, not less than forty- five (45) days prior, and no more than one hundred and eighty (180) days prior to the originally scheduled Maturity Date, of Seller' desire to extend the Maturity Date;

iii. no Margin Deficit, Default or Event of Default under this Agreement shall have occurred and be continuing as of the date notice is given under subclause (B) above or as of the originally scheduled Maturity Date and no "Termination Event," "Event of Default" or "Potential Event of Default" or any similar event by Seller, however denominated, shall have occurred and be continuing under any Hedging Transaction;

iv. all representations and warranties shall be true, correct, complete and accurate in all respects as of the existing Maturity Date; and

i. on the originally scheduled Maturity Date, Seller pays to Buyer, on account of each Purchased Asset, an amount sufficient to reduce the Repurchase Price for each Purchased Asset to the Buyer's Margin Amount.

j. [Reserved]

k. Any and all payments by or on account of any obligation of Seller under this Agreement or any other Transaction Document shall be made without deduction or withholding for any Taxes, except as required by applicable law. If any applicable law (as determined in the good faith discretion of an applicable withholding agent) requires the deduction or withholding of any Tax from any such payment by a withholding agent, then the applicable withholding agent shall be entitled to make such deduction or withholding and shall timely pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law and, if such Tax is an Indemnified Tax, then the sum payable by Seller shall be increased as necessary so that after such deduction or withholding has been made (including such deductions and withholdings applicable to additional sums payable under this Article 3) the applicable Buyer or Transferee receives an amount equal to the sum it would have received had no such deduction or withholding been made.

l. Seller shall timely pay (i) any Other Taxes imposed on Seller to the relevant Governmental Authority in accordance with Requirements of Law, and (ii) any Other Taxes imposed on the Buyer or Transferee upon written notice from such Person setting forth in reasonable detail the calculation of such Other Taxes.

m. As soon as practicable after any payment of Taxes by Seller to a Governmental Authority pursuant to Article 3(p), Article 3(q) or Article 3(s), Seller shall deliver to Buyer or Transferee, as applicable, the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to Buyer or Transferee, as applicable.

n. Seller shall indemnify Buyer and each Transferee, within ten (10) days after demand therefor, for the full amount of any Indemnified Taxes (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under Article 3(q) or this Article 3(s)) payable or paid by Buyer or such Transferee or required to be withheld or deducted from a payment to such Person and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Seller by Buyer or such Transferee shall be conclusive absent manifest error.

o. (i) Any Buyer or any Transferee that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Transaction Document shall deliver to Seller, at the time or times reasonably requested by Seller, such properly completed and executed documentation reasonably requested by Seller as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, Buyer or Transferee, if reasonably requested by Seller, shall deliver such other documentation prescribed by

applicable law or reasonably requested by Seller as will enable Seller to determine whether or not Buyer or Transferee is subject to backup withholding or information reporting requirements.

Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Articles 3(t)(ii)(A), (ii)(B) and (ii)(D) below) shall not be required if in Buyer or Transferee's reasonable judgment such completion, execution or submission would subject Buyer or such Transferee to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of Buyer or such Transferee.

(ii) Without limiting the generality of the foregoing:

(1) Buyer or any Transferee that is a U.S. Person shall deliver to Seller on or prior to the date on which Buyer or such Transferee acquires an interest under any Transaction Document (and from time to time thereafter upon the reasonable request of Seller), executed copies of IRS Form W-9 certifying that Buyer and such Transferee is exempt from U.S. federal backup withholding tax;

(2) any Foreign Buyer shall, to the extent it is legally entitled to do so, deliver to Seller (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Buyer acquires an interest under this Agreement (and from time to time thereafter upon the reasonable request of Seller), whichever of the following is applicable:

(a) in the case of a Foreign Buyer claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Transaction Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Transaction Document, IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable, establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(b) executed copies of IRS Form W-8ECI;

(c) in the case of a Foreign Buyer claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, (x) a certificate substantially in the form of Exhibit XI-1 to the effect that such Foreign Buyer is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of Seller within the meaning of Section 881(c)(3)(B) of the Code, or a "controlled foreign corporation" described in Section 881(c)(3)(C) of the Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E, as applicable; or

(d) to the extent a Foreign Buyer is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax

Compliance Certificate substantially in the form of Exhibit XI-2 or Exhibit XI-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Buyer is a partnership and one or more direct or indirect partners of such Foreign Buyer are claiming the portfolio interest exemption, such Foreign Buyer may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit XI-4 on behalf of each such direct and indirect partner;

1. any Foreign Buyer shall, to the extent it is legally entitled to do so, deliver to Seller (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Foreign Buyer acquires an interest under this Agreement (and from time to time thereafter upon the reasonable request of Seller), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit Seller to determine the withholding or deduction required to be made; and

2. if a payment made to Buyer or Transferee under any Transaction Document would be subject to U.S. federal withholding Tax imposed by FATCA if Buyer or Transferee were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), Buyer or such Transferee shall deliver to Seller at the time or times prescribed by law and at such time or times reasonably requested by Seller such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by Seller as may be necessary for Seller to comply with its obligations under FATCA and to determine that Buyer or Transferee has complied with Buyer or Transferee's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this clause (D), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Buyer and each Transferee agrees that if any form or certification described in items (A), (B), (C) or (D) above it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Seller in writing of its legal inability to do so.

j. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Article 3 (including by the payment of additional amounts pursuant to this Article 3), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Article 3 with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such

refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Article 3(u) (plus any penalties,

interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Article 3(u), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Article 3(u) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

a. Each party's obligations under this Article 3 shall survive any assignment of rights by, or the replacement of, Buyer or Assignee, the termination of the Agreement and the repayment, satisfaction or discharge of all obligations under this Agreement.

b. If any Buyer or Assignee requests compensation under Article 3 or, if Seller is required to pay any Indemnified Taxes or additional amounts to any Buyer or any Assignee or any Governmental Authority for the account of any Buyer or Assignee pursuant to Article 3(k), or if any Buyer or Assignee defaults in its obligations under this Agreement, then Seller may, at its sole expense and effort, upon notice to such Buyer or Assignee, require such Buyer or Assignee to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Article 17), all its interests, rights (other than its existing rights to payments pursuant to Articles 3(k) or (i)) and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Buyer, if a Buyer accepts such assignment); provided that (i) such Buyer shall have received payment of an amount equal to the Repurchase Price for all Transactions, Price Differential accreted with respect thereto, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding Repurchase Price principal and accreted Price Differential and fees) or Seller (in the case of all other amounts), (ii) in the case of any such assignment resulting from a claim for compensation under Article 3(k) or payments required to be made pursuant to Article 3(p), such assignment will result in a reduction in such compensation or payments, and (iii) such assignment or delegation would not subject such Buyer or Assignee to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Buyer or Assignee. A Buyer or Assignee shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Buyer or Assignee or otherwise, the circumstances entitling Seller to require such assignment and delegation cease to apply.

c. If at any time prior to the Maturity Date, a non-use fee or other similar charge is assessed against Buyer internally against the related cost center of the Buyer in connection with any proposed Requirement of Law by any Governmental Authority or internal policy, Seller shall, monthly on demand from Buyer, reimburse Buyer for the exact amount of each such fee, as and when originally assessed, with each such assessment and payment to be in addition to the monthly Price Differential payments otherwise due in accordance with the applicable provisions of this Agreement; provided that Buyer shall make any such determination using the same methodology that Buyer applies in making such determination in similar agreements with all similarly situated counterparties. but Buyer may elect to apply or not apply such rights and remedies to Buyer's counterparties in Buyer's sole discretion.

62

ARTICLE 4.
MARGIN MAINTENANCE

(a) If at any time on any date the Buyer's Margin Amount for any Purchased Asset is less than the Repurchase Price for such Purchased Asset (a "Margin Deficit"), then Buyer may by notice to Seller in the form of Exhibit X (a "Margin Deficit Notice") require Seller to, at Seller's option, no later than two (2) Business Days following the receipt of a Margin Deficit Notice (the "Margin Deadline") to the extent such Margin Deficit equals or exceeds the Minimum Transfer Amount, (i) repurchase such Purchased Asset at its respective Repurchase Price, (ii) make a payment in reduction of the Purchase Price of such Purchased Asset, or in lieu of a payment in reduction such Purchase Price, deliver Cash Equivalents, subject to Buyer's reasonable satisfaction as additional posted collateral, (iii) apply available Margin Excess pursuant to Article 4(b) below, or (iv) choose any combination of the foregoing, such that, after giving effect to such transfers, repurchases and payments, Buyer's Margin Amount for each Purchased Asset, considered individually, shall be equal to or greater than the related Repurchase Price for each such Purchased Asset; provided that, notwithstanding the Margin Deadline set forth above, if Seller does not have sufficient cash on hand to pay the full amount of the Margin Deficit set forth in any Margin Notice on the related Margin Deadline, and Seller shall have demonstrated to Buyer, to Buyer's satisfaction in Buyer's sole discretion, that Seller and Guarantor have, on a combined basis, immediately available and unencumbered cash and Cash Equivalents equal to at least 115% of the aggregate amount of any due and unpaid Margin Deficits, Seller may satisfy such Margin Deficits by (x) paying Buyer no later than the Margin Deadline the lesser of all cash and Cash Equivalents held by Seller as of the Margin Deadline and the full amount of all Margin Deficits for which Margin Deficit Notices have been delivered, and (y) paying to Buyer no later than five (5) Business Days following the receipt of the related Margin Deficit Notice, the outstanding balance of all Margin Deficits with respect to the related Margin Deficit Notice. In connection with the delivery of Cash Equivalents in accordance with clause (ii) above, Seller shall deliver to Buyer any additional documents (including, without limitation, to the extent not covered by any previously delivered legal opinions, one or more opinions of counsel reasonably satisfactory to Buyer) and take any actions reasonably necessary in Buyer's discretion for Buyer to have a first priority, perfected security interest in such Cash Equivalents

(b) If Buyer issues a Margin Deficit Notice pursuant to Article 4(a) and if Margin Excess exists with respect to any other Purchased Asset as determined by Buyer in its sole and absolute discretion, then, provided that each of the Margin Excess Requirements have been met as determined by Buyer in its sole discretion, Buyer shall, in response to Seller's written request following Buyer's delivery of a Margin Deficit Notice to Seller, apply such Margin Excess to all or a portion of the related Margin Deficit, and, solely to the extent so applied, the amount of such Margin Deficit shall be reduced by the application of such Margin Excess; provided, that no request by Seller to apply Margin Excess to any Margin Deficit shall in any way relieve Seller of its obligations under this Agreement to cause such Margin Deficit to be cured within the time limits set forth in Article 4(a).

(c) If (i) Buyer issues a Margin Deficit Notice pursuant to Article 4(a) with respect to any Purchased Asset, (ii) Seller cures the Margin Deficit related to such Purchased Asset in full by making a payment in cash to Buyer and (iii) subsequently, Seller believes that the Market

Value of such Purchased Asset has increased since the date of such payment to cure such Margin Deficit and Seller requests that Buyer re-determine the Purchase Price of such Purchased Asset and Buyer determines, in its sole discretion exercised in good faith, that the Market Value of such Purchased Asset has increased such that Margin Excess in excess of the Minimum Transfer Amount exists with respect to such Purchased Asset, then Buyer may, in its sole discretion exercised in good faith, increase the Purchase Price of such Purchased Asset by transferring cash to Seller in an amount not to exceed the available Margin Excess with respect to such Purchased Asset as a result of Buyer's redetermination of the Market Value thereof; provided that the following conditions are satisfied: (x) such transfer of Margin Excess shall not exceed the amount previously transferred by Seller to Buyer in satisfaction of the prior Margin Deficit in respect of such Purchased Asset; and (y) each of the Margin Excess Requirements have been satisfied as determined by Buyer in its sole discretion. Following any increase in Purchase Price pursuant to this Article 4(d), Buyer and Seller shall amend and restate the related Confirmation for such Purchased Asset to reflect the applicable increase in Purchase Price. In connection with Buyer's determination of Market Value of a Purchased Asset in connection with a Margin Excess Notice, Buyer shall have the right to request such additional due diligence materials as it reasonably requires with respect to such Purchased Asset and the Underlying Mortgaged Property in connection therewith.

a. The failure of Buyer, on any one or more occasions, to exercise its rights hereunder, shall not change or alter the terms and conditions to which this Agreement is subject or limit the right of Buyer to do so at a later date. Seller and Buyer each agree that a failure or delay by Buyer to exercise its rights hereunder shall not limit or waive Buyer's rights under this Agreement or otherwise existing by law or in any way create additional rights for Seller.

ARTICLE 5.
INCOME PAYMENTS AND PRINCIPAL PROCEEDS

(a) The Depository Account shall be established at the Depository and shall be subject to the Depository Agreement concurrently with the execution and delivery of this Agreement by Seller and Buyer. Pursuant to the Depository Agreement, Buyer shall have sole dominion and control (including "control" within the meaning of the UCC (as defined in Article 6(c) below) over the Depository Account. The Depository Account shall, at all times, be subject to the Depository Agreement. Seller shall cause all Income or other amounts in respect of the Purchased Assets, as well as any interest received from the reinvestment of such Income or other amounts, to be deposited directly by the applicable Mortgagor into the Depository Account in accordance with the Re-direction Letter. Depository shall then apply such Income in accordance with the applicable provisions of Articles 5(c) through 5(e) of this Agreement.

(b) Contemporaneously with the sale to Buyer of any Purchased Asset, Seller shall deliver to each Mortgagor, issuer of a Participation Interest, servicer and/or paying agent and/or similar Person with respect to each Purchased Asset or borrower under a Purchased Asset an irrevocable direction letter in the form of Exhibit XVII (the "Re-direction Letter"), instructing, as applicable, such Mortgagor, issuer of a Participation Interest, servicer, paying agent or similar Person with respect to such Purchased Asset (as applicable) to pay all amounts payable under the related Purchased Asset into the Depository Account. If a Mortgagor, issuer of a Participation Interest, servicer or paying agent with respect to the Purchased Asset or borrower forwards any

Income or other amounts with respect to a Purchased Asset to Seller or any Affiliate of Seller rather than directly into the Depository Account, Seller shall, or shall cause such Affiliate to,

(i) deliver an additional Re-direction Letter to the applicable Mortgagor, issuer of a Participation Interest, servicer, paying agent or similar Person with respect to the Purchased Asset and make other best efforts to cause such Mortgagor, issuer of a Participation Interest, servicer, paying agent or similar Person with respect to the Purchased Asset or borrower to forward such amounts directly to the Depository Account and (ii) deposit in the Depository Account any such amounts within one (1) Business Day of Seller's (or its Affiliate's) receipt thereof.

a. So long as no Event of Default shall have occurred and be continuing, all Income or other amounts received by the Depository in respect of any Purchased Asset (other than Principal Proceeds) during each Collection Period shall be applied by the Depository on the related Remittance Date in the following order of priority:

(1) *first*, (i) to the Custodian for payment of the document custodian fees payable to Custodian pursuant to the Custodian Agreement, then (ii) to the Depository for payment of fees payable to the Depository in connection with the Depository Account and then (iii) to the Interim Servicer for payment of the loan servicing fees payable monthly to the Interim Servicer plus the reasonable out-of-pocket costs and expenses, in each case, as required under the Interim Servicing Agreement as in effect from time to time;

(2) *second*, *pro rata*, (A) to Buyer, an amount equal to the Price Differential that has accreted and is outstanding as of such Remittance Date and (B) to any Affiliated Hedge Counterparty, any amount then due and payable to an Affiliated Hedge Counterparty under any Hedging Transaction related to a Purchased Asset;

(3) *third*, to Buyer, an amount equal to any other amounts then due and payable to Buyer or its Affiliates under any Transaction Document (including any outstanding Margin Deficits in excess of the Minimum Transfer Amount); and

(4) *fourth*, to Seller, the remainder, if any; provided that, if any Default has occurred and is continuing on such Remittance Date that has not become an Event of Default, all amounts otherwise payable to Seller hereunder shall be retained in the Depository Account until the earlier of (x) the day on which Buyer provides written notice to the Depository that such Default has been cured to the satisfaction of Buyer in its sole discretion and no other Default or Event of Default has occurred and is continuing, at which time the Depository shall apply all such amounts pursuant to this priority *fourth*; and (y) the day that the related Default becomes an Event of Default, at which time the Depository shall apply all such amounts pursuant to Article 5(e).

b. So long as no Event of Default shall have occurred and be continuing, any Principal Proceeds received by the Depository in respect of any Purchased Asset during each Collection Period (x) in respect of (A) any scheduled or unscheduled repayment or repurchase in full of a Purchased Asset or (B) any scheduled or unscheduled repayment in part of a Purchased

Asset in an amount equal to or greater than $1,000,000, shall, in each case, be remitted by the Depository on the next Business Day following receipt in the Depository Account of such

Principal Proceeds in accordance with the priorities set forth below and (y) in respect of any other Principal Proceeds not described in clause (x) of this Article 5(d), shall be remitted by the Depository on the related Remittance Date in accordance with the priorities set forth below:

1. *first*, *pro rata*, (A) to Buyer, an amount equal to (1) in the case of any repayment in part, but not in full, of a Purchased Asset that is not made in connection with any release of any of the Underlying Mortgaged Property or other collateral related to the related Purchased Asset, the product of (x) the amount of Principal Proceeds received with respect to such Purchased Asset and (y) the Advance Rate for such Purchased Asset and (2) in all other cases, unless otherwise expressly specified in the related Confirmation, 100% of such Principal Proceeds until the Repurchase Price of such Purchased Asset is reduced to zero, and (B) solely with respect to any Hedging Transaction with an Affiliated Hedge Counterparty related to such Purchased Asset, to such Affiliated Hedge Counterparty an amount equal to any accrued and unpaid breakage costs or termination payments under such Hedging Transaction related to such Purchased Asset;

2. *second*, to Buyer, an amount equal to any other amounts due and owing to Buyer or its Affiliates under any Transaction Document (including any outstanding Margin Deficits); and

3. *third*, to Seller, any remainder; provided that, if any Default has occurred and is continuing on such Remittance Date that has not become an Event of Default, all amounts otherwise payable to Seller hereunder shall be retained in the Depository Account until the earlier of (x) the day on which Buyer provides written notice to the Depository that such Default has been cured to the satisfaction of Buyer in its sole discretion and no other Default or Event of Default has occurred and is continuing, at which time the Depository shall apply all such amounts pursuant to this priority *third*; and (y) the day that the related Default becomes an Event of Default, at which time the Depository shall apply all such amounts pursuant to Article 5(e).

a. If an Event of Default shall have occurred and be continuing, all Income (including, without limitation, any Principal Proceeds or any other amounts received, without regard to their source) or any other amounts received by the Depository in respect of a Purchased Asset shall be applied by the Depository on the Business Day next following the Business Day on which such funds are deposited in the Depository Account in the following order of priority:

4. *first*, (i) to the Custodian for payment of the document custodian fees payable to Custodian pursuant to the Custodian Agreement, then (ii) to the Depository for payment of fees payable to the Depository in connection with the Depository Account and then (iii) to the Interim Servicer for payment of the loan servicing fees payable monthly to the Interim Servicer pursuant plus the reasonable out-of-pocket costs and expenses, in each case, as required under the Interim Servicing Agreement as in effect from time to time;

5. *second*, *pro rata*, (A) to Buyer, an amount equal to the Price Differential that has accreted and is outstanding in respect of all of the Purchased Assets as of such

Business Day and (B) to any Affiliated Hedge Counterparty, any amounts then due and payable to an Affiliated Hedge Counterparty under any Hedging Transaction related to such Purchased Asset;

1. *third*, to Buyer, on account of the Repurchase Price of such Purchased Asset until the Repurchase Price for such Purchased Asset has been reduced to zero;

2. *fourth*, to Buyer, on account of the Repurchase Price of all other Purchased Assets until the Repurchase Price for all such other Purchased Assets has been reduced to zero;

3. *fifth*, to Buyer, an amount equal to any other amounts due and owing to Buyer under any Transaction Document; and

4. *sixth*, to the Seller, any remainder.

ARTICLE 6.
SECURITY INTEREST

(a) Buyer and Seller intend that the Transactions hereunder be sales to Buyer of the Purchased Assets and not loans from Buyer to Seller secured by the Purchased Assets. However, in order to preserve Buyer's rights under this Agreement in the event that a court or other forum recharacterizes the Transactions hereunder as loans and as security for the performance by Seller of all of Seller's obligations to Buyer under the Transaction Documents and the Transactions entered into hereunder, or in the event that a transfer of a Purchased Asset is otherwise ineffective to effect an outright transfer of such Purchased Asset to Buyer, Seller hereby assigns, pledges and grants a security interest in all of its right, title and interest in, to and under the Purchased Items (as defined below) to Buyer to secure the payment of the Repurchase Price on all Transactions to which it is a party and all other amounts owing by Seller or Seller's Affiliates to Buyer and any of Buyer's present or future Affiliates hereunder, including, without limitation, amounts owing pursuant to Article 25, and under the other Transaction Documents, including any obligations of Seller under any Hedging Transaction entered into with any Affiliated Hedge Counterparty (including, without limitation, all amounts anticipated to be paid to Buyer by an Affiliated Hedge Counterparty as provided for in the definition of Repurchase Price or otherwise) and to secure the obligation of Seller or its designee to service the Purchased Assets in conformity with Article 27 and any other obligation of Seller to Buyer (collectively, the "Repurchase Obligations"). Seller hereby acknowledges and agrees that each Purchased Asset and Hedging Transaction serves as collateral for the Buyer under this Agreement and that Buyer has the right to realize on any or all of the Purchased Assets in order to satisfy the Seller's obligations hereunder. Seller agrees to mark its computer records and tapes to evidence the interests granted to Buyer hereunder. All of Seller's right, title and interest in, to and under each of the following items of property, whether now owned or hereafter acquired, now existing or hereafter created and wherever located, is hereinafter referred to as the "Purchased Items":

(i) the Purchased Assets and all "securities accounts" (as defined in Article 8-501(a) of the UCC) to which any or all of the Purchased Assets are credited;

50

i. any and all interests of Seller in, to and under the Depository Account and all monies from time to time on deposit in the Depository Account;

ii. any cash or Cash Equivalents delivered to Buyer in accordance with Article 4(a);

iii. the Purchased Asset Documents, Servicing Agreements, Servicing Records, Servicing Rights, all servicing fees relating to the Purchased Assets, insurance policies relating to the Purchased Assets, and collection and escrow accounts and letters of credit relating to the Purchased Assets;

iv. Seller's rights under each Hedging Transaction, if any, relating to the Purchased Assets to secure the Repurchase Obligations;

v. all "general intangibles", "accounts", "chattel paper", "investment property", "instruments", "securities accounts" and "deposit accounts", each as defined in the UCC, relating to or constituting any and all of the foregoing;

vi. any other items, amounts, rights or properties transferred or pledged by Seller to Buyer under any of the Transaction Documents; and

vii. all replacements, substitutions or distributions on or proceeds, payments, Income and profits of, and records (but excluding any financial models or other proprietary information) and files relating to any and all of any of the foregoing.

a. Buyer agrees to act as agent for and on behalf of the Affiliated Hedge Counterparties with respect to the security interest granted hereby to secure the obligations owing to the Affiliated Hedge Counterparties under any Hedging Transactions, including, without limitation, with respect to the Purchased Assets and the Purchased Asset Files held by the Custodian pursuant to the Custodial Agreement.

b. Buyer's security interest in the Purchased Items shall terminate only upon and termination of Seller's obligations under this Agreement and the other Transaction Documents, all Hedging Transactions and the documents delivered in connection herewith and therewith. Upon such termination, Buyer shall deliver to Seller such UCC termination statements and other release documents as may be commercially reasonable and return the Purchased Assets to Seller and reconvey the Purchased Items to Seller and release its security interest in the Purchased Items. For purposes of the grant of the security interest pursuant to this Article 6, this Agreement shall be deemed to constitute a security agreement under the New York Uniform Commercial Code (the "UCC"). Buyer shall have all of the rights and may exercise all of the remedies of a secured creditor under the UCC and the other laws of the State of New York. In furtherance of the foregoing, (a) Buyer, at Seller's sole cost and expense, as applicable, shall cause to be filed in such locations as may be necessary to perfect and maintain perfection and priority of the security interest granted hereby, UCC financing statements and continuation statements (collectively, the "Filings"), and shall forward copies of such Filings to Seller upon the filing thereof, and (b) Seller shall from time to time take such further actions as may be requested by Buyer to maintain

and continue the perfection and priority of the security interest granted hereby (including marking its records and files to evidence the interests granted to Buyer

hereunder). For the avoidance of doubt, Buyer's security interest in any particular Purchased Asset or Purchased Item shall not terminate until Seller has fully paid the related Repurchase Price. In connection with the security interests granted pursuant to this Agreement, Seller authorizes the filing of UCC financing statements describing the collateral as "all assets of Seller, whether now owned or existing or hereafter acquired or arising and wheresoever located, and all proceeds and products thereof" or other similar language to that effect. Notwithstanding the foregoing, if Seller grants a Lien on any Purchased Asset in violation hereof or any other Transaction Document, Seller shall be deemed to have simultaneously granted an equal and ratable Lien on such Purchased Asset in favor of Buyer to the extent such Lien has not already been granted to Buyer; provided, that such equal and ratable Lien shall not cure any resulting Event of Default. Seller shall not take any action to cause any Purchased Asset that is not evidenced by an instrument or chattel paper (as defined in the UCC) to be so evidenced. If a Purchased Asset becomes evidenced by an instrument or chattel paper, the same shall be immediately delivered to Custodian on behalf of Buyer, together with endorsements required by Buyer.

a. Seller acknowledges that neither it nor Guarantor has any right to service the Purchased Assets but only has rights as a party to the Primary Servicing Agreement, the Interim Servicing Agreement or any other servicing agreement with respect to the Purchased Assets. Without limiting the generality of the foregoing and in the event that Seller or Guarantor is deemed to retain any residual Servicing Rights, and for the avoidance of doubt, each of Seller and Guarantor grants, assigns and pledges to Buyer a security interest in the Servicing Rights and proceeds related thereto and in all instances, whether now owned or hereafter acquired, now existing or hereafter created. The foregoing provision is intended to constitute a security agreement or other arrangement or other credit enhancement related to the Agreement and Transactions hereunder as defined under Sections 101(47)(v) and 741(7)(x) of the Bankruptcy Code.

ARTICLE 7.
PAYMENT, TRANSFER AND CUSTODY

(a) On the Purchase Date for each Transaction, (i) ownership of and title to the Purchased Asset shall be transferred to Buyer or its designee (including the Custodian) against the simultaneous transfer of the Purchase Price in immediately available funds to an account of Seller specified in the Confirmation relating to such Transaction, and (ii) Seller hereby sells, transfers, conveys and assigns to Buyer on a servicing-released basis all of Seller's right, title and interest in and to such Purchased Asset, together with all related Servicing Rights, subject to Seller's repurchase right pursuant to this Agreement. Subject to this Agreement, Seller may sell to Buyer, repurchase from Buyer and re-sell Eligible Assets to Buyer, but may not substitute other Eligible Assets for Purchased Assets. Buyer has the right to designate each servicer of the Purchased Assets; the Servicing Rights and other servicing provisions under this Agreement are not severable from or to be separated from the Purchased Assets under this Agreement; and, such Servicing Rights and other servicing provisions of this Agreement constitute (a) "related terms" under this Agreement within the meaning of Section 101(47)(A)(i) of the Bankruptcy Code and/or (b) a security agreement or other arrangement or other credit enhancement related to the Transaction Documents.

a. (i) With respect to each Transaction, Seller shall deliver or cause to be delivered to Buyer or its designee the Custodial Delivery Certificate in the form attached hereto as Exhibit IV, provided, that notwithstanding the foregoing, upon request of Seller, Buyer in its sole but good faith discretion may elect to permit Seller to make such delivery by not later than the third (3rd) Business Day after the related Purchase Date, so long as Seller causes an Acceptable Attorney, Title Company or other Person acceptable to Buyer to deliver to Buyer and the Custodian a Bailee Letter on or prior to such Purchase Date. Subject to Article 7(c), in connection with each sale, transfer, conveyance and assignment of a Purchased Asset, on or prior to each Purchase Date with respect to such Purchased Asset, Seller shall deliver or cause to be delivered and released to the Custodian a copy or original of each document as specified in the Purchased Asset File (as defined in the Custodial Agreement, and collectively, the "Purchased Asset File"), pertaining to each of the Purchased Assets identified in the Custodial Delivery Certificate delivered therewith, together with any other documentation in respect of such Purchased Asset requested by Buyer, in Buyer's sole but good faith discretion; provided that, if the applicable Purchased Asset is an A-Note in a senior pari passu structure, or a Senior Pari Passu Participation Interest, Seller shall be required to deliver originals of the related note and any assignment thereof, along with originals of all other documents comprising part of the Purchased Asset File to the extent such documents are provided to Seller as originals, and Seller shall be permitted to deliver copies of all other documents in the Purchased Asset File with respect to which Seller is not entitled to possession of originals under the terms of the related Purchased Asset Documents.

(ii) With respect to each Future Funding Transaction, Seller shall deliver or cause to be delivered to Buyer or its designee an updated Custodial Delivery Certificate, if applicable, that includes any additional documents delivered and/or executed in connection with any such Future Funding Transaction, as applicable, provided, that notwithstanding the foregoing, upon request of Seller, Buyer in its sole but good faith discretion may elect to permit Seller to make such delivery by not later than the third (3rd) Business Day after the Future Funding Date, so long as Seller causes an Acceptable Attorney, Title Company or other Person acceptable to Buyer to deliver to Buyer and the Custodian a Bailee Letter on or prior to such date. Subject to Article 7(c), on or prior to that date of a Future Funding Transaction, as applicable, Seller shall deliver or cause to be delivered and released to the Custodian, if applicable, a copy or original of each additional document delivered and/or executed in connection with each such Future Funding Transaction, as specified in the Purchased Asset File (as defined in the Custodial Agreement), pertaining to each of the Purchased Assets identified in the Custodial Delivery Certificate delivered therewith, together with any other documentation in respect of such Purchased Asset requested by Buyer, in Buyer's sole but good faith discretion; provided that, if the applicable Purchased Asset is an A-Note in a senior pari passu structure, or a Senior Pari Passu Participation Interest, Seller shall be required to deliver originals of any related additional note and any assignment thereof, along with originals of all other additional documents comprising part of the Purchased Asset File to the extent such documents are provided to Seller as originals, and Seller shall be

permitted to deliver copies of all other additional documents in the Purchased Asset File with respect to which Seller is not entitled to possession of originals under the terms of the related Purchased Asset Documents.

a. From time to time, Seller shall forward to the Custodian additional original (or, with respect to documents for which delivery of copies are expressly permitted in the Custodial Agreement, if Seller only has copies in its possession, copies of) documents or additional documents evidencing any assumption, modification, consolidation or extension of a Purchased Asset approved in accordance with the terms of this Agreement (including without limitation in connection with a Future Funding Transaction), and upon receipt of any such other documents, the Custodian shall hold such other documents as Buyer shall request from time to time. With respect to any documents that have been delivered or are being delivered to recording offices for recording and have not been returned to Seller in time to permit their delivery hereunder at the time required, in lieu of delivering such original documents, Seller shall deliver to Buyer a true copy thereof with an officer's certificate certifying that such copy is a true, correct and complete copy of the original, which has been transmitted for recordation. Seller shall deliver such original documents to the Custodian promptly when they are received. With respect to all of the Purchased Assets delivered by Seller to Buyer or its designee (including the Custodian), Seller shall execute an omnibus power of attorney substantially in the form of Exhibit V attached hereto irrevocably appointing Buyer its attorney-in-fact with full power to, during the continuance of a Default or Event of Default, (i) complete the endorsements of the Purchased Assets, including without limitation the Mortgage Notes and Assignments of Mortgages, Participation Certificates and assignments of participation interests and any transfer documents related thereto, (ii) record the Assignments of Mortgages, (iii) prepare and file and record each assignment of mortgage, (iv) take any action (including exercising voting and/or consent rights) with respect to Participation Interests or intercreditor or participation agreements, (v) complete the preparation and filing, in form and substance satisfactory to Buyer, of such financing statements, continuation statements, and other UCC forms, as Buyer may from time to time, reasonably consider necessary to create, perfect, and preserve Buyer's security interest in the Purchased Assets, (vi) enforce Seller's rights under the Purchased Assets purchased by Buyer pursuant to this Agreement, (vii) request and receive progress reports, revised, amended or supplemented construction budgets, construction manager reports and any material notices or other documents with respect to any Construction Loans, and (viii) to take such other steps as may be necessary or desirable to enforce Buyer's rights against, under or with respect to such Purchased Assets and the related Purchased Asset Files and the Servicing Records. Buyer shall deposit the Purchased Asset Files representing the Purchased Assets, or direct that the Purchased Asset Files be deposited directly, with the Custodian. The Purchased Asset Files shall be maintained in accordance with the Custodial Agreement. If a Purchased Asset File is not delivered to Buyer or its designee (including the Custodian), such Purchased Asset File shall be held in trust by Seller or its designee for the benefit of Buyer as the owner thereof. Seller or its designee shall maintain a copy of the Purchased Asset File and the originals of the Purchased Asset File not delivered to Buyer or its designee. The possession of the Purchased Asset File by Seller or its designee is at the will of Buyer for the sole purpose of servicing the related Purchased Asset, and such retention and possession by Seller or its designee is in a custodial capacity only. The books and records (including, without limitation, any computer records or tapes) of Seller or its designee shall be marked appropriately to reflect clearly the sale of the related Purchased Asset to Buyer. Seller or its designee (including the Custodian) shall release its custody of the Purchased Asset File only in accordance with written instructions from Buyer, unless such release is required as incidental to the servicing of the Purchased Assets, is in connection with a repurchase of any Purchased Asset by Seller or as otherwise required by law.

58

a. Subject to clause (f) below, Buyer hereby grants to Seller a revocable option to direct Buyer with respect to the exercise of all voting and corporate rights with respect to the Purchased Assets and to vote, take corporate actions and exercise any rights in connection with the Purchased Assets, so long as no monetary Default, material non-monetary Default, or Event of Default has occurred and is continuing. Such revocable option is not evidence of any ownership or other interest or right of Seller in any Purchased Asset. Upon (i) the occurrence and during the continuation of a Default or an Event of Default or (ii) the occurrence of any Material Modification (subject to clause (f) below and the proviso thereto) without the prior written consent of Buyer, the revocable option discussed above shall be deemed to automatically terminate and Buyer shall be entitled to exercise all voting and corporate rights with respect to the Purchased Assets without regard to Seller's instructions (including, but not limited to, if an Act of Insolvency shall occur with respect to Seller, to the extent Seller controls or is entitled to control selection of any servicer, Buyer may transfer any or all of such servicing to an entity satisfactory to Buyer).

b. Notwithstanding the provisions of Article 7(b) above requiring the execution of the Custodial Delivery Certificate and corresponding delivery of the Purchased Asset File to the Custodian on or prior to the related Purchase Date, with respect to each Transaction involving a Purchased Asset that is identified in the related Confirmation as a "Table Funded" Transaction, Seller shall, in lieu of effectuating the delivery of all or a portion of the Purchased Asset File on or prior to the related Purchase Date, (i) deliver to the Custodian by facsimile or email on or before the related Purchase Date for the Transaction (A) the promissory note(s), original stock certificate or Participation Certificate in favor of Seller evidencing the making of the Purchased Asset, with Seller's endorsement of such instrument to Buyer, (B) the mortgage, security agreement or similar item creating the security interest in the related collateral and the applicable assignment document evidencing the transfer to Buyer, (C) such other components of the Purchased Asset File as Buyer may require on a case by case basis with respect to the particular Transaction, and (D) evidence satisfactory to Buyer that all documents necessary to perfect Seller's (and, by means of assignment to Buyer or in blank on the Purchase Date, Buyer's or its designees) interest in the Purchased Items for the Purchased Asset, (ii) deliver to Buyer and Custodian a Bailee Letter from an Acceptable Attorney, Title Company or other Person acceptable to Buyer on or prior to such Purchase Date and (iii) not later than the third (3rd) Business Day following the Purchase Date, deliver to Buyer the Custodial Delivery Certificate and to the Custodian the entire Purchased Asset File.

c. Notwithstanding the rights granted to Seller pursuant to clause (d) above, Seller shall not, and shall not permit Interim Servicer, Primary Servicer or any other servicer of any Purchased Asset to extend, amend, waive, terminate, rescind, cancel, release or otherwise modify the material terms of or any collateral, guaranty or indemnity for, or exercise any material right or remedy of a holder (including all lending, corporate and voting rights, remedies, consents, approvals and waivers) of, any Purchased Asset, Purchased Asset Document or Underlying Mortgage Loan, or consent to any amendments, modifications, waivers, releases, sales, transfers, dispositions or other resolutions relating to any Purchased Asset, Purchased Asset Document or Underlying Mortgage Loan including, without limitation, the following actions set forth in clauses (i) through (v) below (collectively, "Material Modifications"), without the prior written consent of Buyer:

60

i. any forbearance, extension or other loan modification with respect to any Purchased Asset (other than any such loan modification that is purely administrative or ministerial in nature and that will have no material adverse effect on the value of such Purchased Asset);

ii. the release, discharge or reduction of any: (A) lien on any Underlying Mortgaged Property or (B) lien or claim on any letters of credit and other non-cash collateral that is required to be maintained pursuant to the underlying Mortgage loan documents, if any;

iii. the extension of credit (including increasing the terms of any existing credit) to any Person with respect to any Purchased Asset;

iv. any sale or other disposition of any Purchased Asset, Underlying Mortgaged Property or any other material property or collateral related thereto; and

v. the incurrence of any lien or other encumbrance other than as expressly created hereunder or under any other Transaction Document;

provided that, in connection with any request for consent to a Material Modification in respect of any JPM Agented Purchased Asset where Buyer, in its capacity as administrative agent or lender under such JPM Agented Purchased Asset voted for, consented to, or directed any action with respect to such JPM Agented Loan (but not including any direction or other action taken by Buyer in its capacity as administrative agent to which Buyer did not consent to or vote in favor of in Buyer's capacity as lender under such JPM Agented Purchased Asset), Buyer shall not take a different position with respect to such request for consent to such Material Modification than the position taken by Buyer as administrative agent or lender (other than any direction or other action taken by Buyer in its capacity as administrative agent to which Buyer did not consent to or vote in favor of in Buyer's capacity as lender under such JPM Agented Purchased Asset); provided that nothing herein shall limit Buyer's right to assess the Market Value of such JPM Agented Purchased Asset or deliver Margin Deficit Notices pursuant to Article 4 hereof, whether as a result of any Material Modification or otherwise.

ARTICLE 8.
SALE, TRANSFER, HYPOTHECATION OR PLEDGE OF PURCHASED ASSETS

(a) Title to all Purchased Items shall pass to Buyer on the applicable Purchase Date, and Buyer shall have free and unrestricted use of all Purchased Items, subject, however, to the terms of this Agreement. Nothing in this Agreement or any other Transaction Document shall preclude Buyer from engaging in repurchase transactions with the Purchased Items or otherwise selling, transferring, pledging, repledging, hypothecating, or rehypothecating the Purchased Items on terms and conditions that shall be in Buyer's discretion, but no such transaction shall relieve Buyer of its obligations to transfer the Purchased Assets to Seller pursuant to Article 3 of

this Agreement or of Buyer’s obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Article 5 hereof.

a. Nothing contained in this Agreement or any other Transaction Document shall obligate Buyer to segregate any Purchased Assets delivered to Buyer by Seller. Notwithstanding anything to the contrary in this Agreement or any other Transaction Document, no Purchased Asset shall remain in the custody of Seller or an Affiliate of Seller.

ARTICLE 9.
REPRESENTATIONS AND WARRANTIES

(a) Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any Governmental Authority required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect, (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any Requirement of Law applicable to it or its organizational documents or any agreement by which it is bound or by which any of its assets are affected and (vi) it has not dealt with any broker, investment banker, agent, or other Person (other than Buyer or an Affiliate of Buyer in the case of Seller) who may be entitled to any commission or compensation in connection with the sale of Purchased Assets pursuant to any of the Transaction Documents. On the Purchase Date for any Transaction for the purchase of any Purchased Assets by Buyer from Seller and any Transaction hereunder and at all times while this Agreement and any Transaction thereunder is in effect, Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

(b) In addition to the representations and warranties in Article 9(a) above, Seller represents and warrants to Buyer as of the date of this Agreement and will be deemed to represent and warrant to Buyer as of the Purchase Date for the purchase of any Purchased Assets by Buyer from Seller and any Transaction thereunder and covenants that at all times while this Agreement and any Transaction thereunder is in effect, unless otherwise stated herein:

(i) Organization. Seller is duly organized, validly existing and in good standing under the laws and regulations of the jurisdiction of Seller's incorporation or organization, as the case may be, and is duly licensed, qualified, and in good standing in every state where such licensing or qualification is necessary for the transaction of Seller's business, except where failure to so qualify could not be reasonably likely to have a Material Adverse Effect. Seller has the power to own and hold the assets it purports to own and hold, and to carry on its business as now being conducted and proposed to be conducted, and has the power to execute, deliver, and perform its obligations under this Agreement and the other Transaction Documents.

(ii) Due Execution; Enforceability. The Transaction Documents have been or will be duly executed and delivered by Seller, for good and valuable consideration. The Transaction Documents constitute the legal, valid and binding obligations of Seller,

enforceable against Seller in accordance with their respective terms subject to bankruptcy, insolvency, and other limitations on creditors' rights generally and to equitable principles.

i. Ability to Perform. Seller does not believe, nor does it have any reason or cause to believe, that it cannot perform each and every covenant contained in the Transaction Documents applicable to it to which it is a party.

ii. Non-Contravention; No Consents. Neither the execution and delivery of the Transaction Documents, nor consummation by Seller of the transactions contemplated by the Transaction Documents (or any of them), nor compliance by Seller with the terms, conditions and provisions of the Transaction Documents (or any of them) will contravene, conflict with or result in (A) the creation or imposition of (or the obligation to create or impose) any lien upon any of the property or assets of Seller pursuant to the terms of any indenture, mortgage, deed of trust, or other agreement or instrument to which Seller is a party or by which Seller may be bound, or to which Seller may be subject, other than liens created pursuant to the Transaction Documents or (B) a breach of any of the terms, conditions or provisions of (1) the organizational documents of Seller, (2) any contractual obligation to which Seller is now a party or the rights under which have been assigned to Seller or the obligations under which have been assumed by Seller or to which the assets of Seller are subject or constitute a default thereunder, or result thereunder the creation or imposition of any lien upon any of the assets of Seller, other than pursuant to the Transaction Documents, (3) any judgment or order, writ, injunction, decree or demand of any court applicable to Seller, (4) any Purchased Asset Document, or (5) any applicable Requirement of Law, in the case of clauses (2) or (3) above, to the extent that such conflict or breach would have a Material Adverse Effect upon Seller's ability to perform its obligations hereunder. No consent, approval, authorization, or order of any third party is required in connection with the execution and delivery by Seller of the Transaction Documents to which it is a party or to consummate the transactions contemplated hereby or thereby which has not already been obtained (other than consents, approvals and filings that have been obtained or made, as applicable, or that, if not obtained or made, are not reasonably likely to have a Material Adverse Effect).

iii. Litigation; Requirements of Law. As of the date hereof and as of the Purchase Date for any Transaction hereunder, there is no action, suit, proceeding, investigation, or arbitration pending or, to the best knowledge of Seller, threatened against Seller or any of its assets, nor is there any action, suit, proceeding, investigation, or arbitration pending or threatened against Seller that may result in any Material Adverse Effect. Seller and Guarantor are each in compliance in all respects with all Requirements of Law, and no Purchased Asset contravenes any Requirements of Law. Seller is not in default in any material respect with respect to any judgment, order, writ, injunction, decree, rule or regulation of any arbitrator or Governmental Authority.

iv. No Broker. Seller has not dealt with any broker, investment banker, agent, or other Person (other than Buyer or an Affiliate of Buyer) who may be entitled to any

commission or compensation in connection with the sale of Purchased Assets pursuant to any of the Transaction Documents.

i. Good Title to Purchased Assets. Immediately prior to the purchase of any Purchased Assets by Buyer from Seller, such Purchased Assets are free and clear of any lien, encumbrance or impediment to transfer (including any "adverse claim" as defined in Article 8-102(a)(1) of the UCC), and Seller is the record and beneficial owner of and has good and marketable title to and the right to sell and transfer such Purchased Assets to Buyer and, upon transfer of such Purchased Assets to Buyer, Buyer shall be the owner of such Purchased Assets free of any adverse claim. In the event the related Transaction is recharacterized as a secured financing of the Purchased Assets, the provisions of this Agreement are effective to create in favor of Buyer a valid security interest in all rights, title and interest of Seller in, to and under the Purchased Assets and Buyer shall have a valid, perfected first priority security interest in the Purchased Assets (and without limitation on the foregoing, Buyer, as entitlement holder, shall have a "security entitlement" to the Purchased Assets).

ii. No Margin Deficit; No Defaults. As of the Purchase Date, Seller is not aware of any post-Transaction facts or circumstances that are reasonably likely to cause or have caused a material adverse effect on any Purchased Asset, any obligor thereon or on any Underlying Mortgaged Property. No Margin Deficit exists and no Default or Event of Default exists under or with respect to the Transaction Documents. Seller has delivered to Buyer copies of all credit facilities, repurchase facilities and substantially similar facilities of Seller that are presently in effect, and no default or event of default (however defined) on the part of Seller exists under any such agreement if the aggregate amount in respect of which such default or defaults shall have occurred is at least
$250,000. No default or event of default (however defined) on the part of Guarantor exists under any credit facility, repurchase facility or substantially similar facility that is presently in effect, to which Guarantor is a party if the aggregate amount in respect of which such default or defaults shall have occurred is at least $10,000,000.

iii. Authorized Representatives. The duly authorized representatives of Seller are listed on, and true signatures of such authorized representatives are set forth on, Exhibit II attached to this Agreement.

iv. Representations and Warranties Regarding Purchased Assets; Delivery of Purchased Asset File.

1. As of the date hereof, Seller has not assigned, pledged, or otherwise conveyed or encumbered any Purchased Asset to any other Person, and immediately prior to the sale of such Purchased Asset to Buyer, Seller was the sole owner of such Purchased Asset and had good and marketable title thereto, free and clear of all liens, in each case except for (1) liens to be released simultaneously with the sale to Buyer hereunder and (2) liens granted by Seller in favor of the counterparty to any Hedging Transaction, solely to the extent such liens are expressly subordinate to the rights and interests of Buyer hereunder.

1. The provisions of this Agreement and the related Confirmation are effective to either constitute a sale of Purchased Items to Buyer or to create in favor of Buyer a legal, valid and enforceable security interest in all right, title and interest of Seller in, to and under the Purchased Items.

2. Upon receipt by the Custodian of each Mortgage Note or Participation Certificate, endorsed in blank by a duly authorized officer of Seller, either a purchase shall have been completed by Buyer of such Mortgage Note or Participation Certificate, as applicable, or Buyer shall have a valid and fully perfected first priority security interest in all right, title and interest of Seller in the Purchased Items described therein.

3. Upon the filing of financing statements on Form UCC-1 naming Buyer as "Secured Party", Seller as "Debtor" and describing the Purchased Items, in the jurisdiction and recording office listed on Exhibit XII attached hereto, the security interests granted hereunder in that portion of the Purchased Items which can be perfected by filing under the UCC will constitute fully perfected security interests under the UCC in all right, title and interest of Seller in, to and under such Purchased Items.

4. Upon execution and delivery of the Depository Agreement, Buyer shall either be the owner of, or have a valid and fully perfected first priority security interest in, the Depository Account and all amounts at any time on deposit therein.

5. Upon execution and delivery of the Depository Agreement, Buyer shall either be the owner of, or have a valid and fully perfected first priority security interest in, the "investment property" and all "deposit accounts" (each as defined in the UCC) comprising Purchased Items or any after-acquired property related to such Purchased Items. Except to the extent specifically disclosed in writing in a Requested Exceptions Report approved by Buyer, Seller or its designee is in possession of a complete, true and accurate Purchased Asset File with respect to each Purchased Asset, except for such documents the originals of which have been delivered to the Custodian.

6. Each representation and warranty of Seller set forth in the Transaction Documents applicable to the Purchased Assets and the Purchased Asset Documents with respect to each Purchased Asset, including, without limitation, each of the representations and warranties made in respect of the Purchased Assets pursuant to Exhibit VI, is true, complete and correct in all material respects, except to the extent disclosed in writing in a Requested Exceptions Report approved by Buyer. The review and inquiries made on behalf of Seller in connection with the next preceding sentence have been made by Persons having the requisite expertise, knowledge and background to verify such representations and warranties. Seller has complied with all requirements of the

Custodial Agreement with respect to each Purchased Asset, including delivery to Custodian of all required Purchased Asset Documents.

1. With respect to each Purchased Asset purchased by Seller or an Affiliate of Seller from a Transferor, (a) if such Purchased Asset was acquired by Seller pursuant to a Purchase Agreement, such Purchased Asset was acquired and transferred pursuant to a Purchase Agreement, (b) such Transferor received reasonably equivalent value in consideration for the transfer of such Purchased Asset, (c) no such transfer was made for or on account of an antecedent debt owed by such Transferor to Seller or an Affiliate of Seller, (d) no such transfer is or may be voidable or subject to avoidance under the Bankruptcy Code, and (e) the representations and warranties made by such Transferor to Seller or such Affiliate in such Purchase Agreement are hereby incorporated herein *mutatis mutandis* and are hereby remade by Seller to Buyer on each date as of which they speak in such Purchase Agreement. Seller or such Affiliate of Seller has been granted a security interest in each such Purchased Asset, filed one or more UCC financing statements against the Transferor to perfect such security interest, and assigned such financing statements in blank and delivered such assignments to Buyer or Custodian.

2. The Purchased Assets constitute the following, as defined in the UCC: a general intangible, instrument, investment property, security, deposit account, financial asset, uncertificated security, securities account, or security entitlement. Seller has not authorized the filing of and is not aware of any UCC financing statements filed against Seller as debtor that include the Purchased Assets, other than any financing statement that has been terminated or filed pursuant to this Agreement.

i. Governmental Approvals. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any Governmental Authority is required to authorize, or is required in connection with,
(A) the execution, delivery and performance of any Transaction Document to which Seller is or will be a party, (B) the legality, validity, binding effect or enforceability of any such Transaction Document against Seller or (C) the consummation of the transactions contemplated by this Agreement (other than the filing of certain financing statements in respect of certain security interests).

ii. Organizational Documents. Seller has delivered to Buyer certified copies of its organization documents, together with all amendments thereto, if any.

iii. No Encumbrances. There are (i) no outstanding rights, options, warrants or agreements on the part of Seller for a purchase, sale or issuance, in connection with the Purchased Assets, (ii) no agreements on the part of Seller to issue, sell or distribute the Purchased Assets, and (iii) no obligations on the part of Seller (contingent or otherwise) to purchase, redeem or otherwise acquire any securities or interest therein, except as contemplated by the Transaction Documents.

iv. Federal Regulations. None of Seller, Pledgor, Guarantor or any Subsidiary of Guarantor that is also a direct or indirect parent of Seller is required to register as an “investment company” under the Investment Company Act or is a company

"controlled" by an "investment company" within the meaning of the Investment Company Act.

i. Taxes. Seller is a disregarded entity for U.S. federal income tax purposes. Each of Seller and Guarantor has timely filed or caused to be filed all required federal and other material tax returns and has paid all U.S. federal and other material Taxes imposed on it and any of its assets by any Governmental Authority except for any such Taxes as are being contested in good faith by appropriate proceedings and with respect to which adequate reserves have been provided in accordance with GAAP. No Tax liens have been filed against any of Seller's assets and no claims are being asserted in writing with respect to any such Taxes (except for liens and with respect to Taxes not yet due and payable or liens or claims with respect to Taxes that are being contested in good faith and for which adequate reserves have been established in accordance with GAAP).

ii. Judgments/Bankruptcy. Except as disclosed in writing to Buyer, there are no judgments against Seller unsatisfied of record or docketed in any court located in the United States of America and no Act of Insolvency has ever occurred with respect to Seller. No petition in bankruptcy has been filed against Seller in the last ten (10) years, and Seller has not in the last ten (10) years made an assignment for the benefit of creditors or taken advantage of any debtors relief laws.

iii. Adequate Capitalization; No Fraudulent Transfer. Seller has, as of such Purchase Date, adequate capital for the normal obligations foreseeable in a business of its size and character and in light of its contemplated business operations. Seller is generally able to pay, and as of the date hereof is paying, its debts as they come due. Seller has not become, or is not presently, financially insolvent nor will Seller be made insolvent by virtue of Seller's execution of or performance under any of the Transaction Documents within the meaning of the bankruptcy laws or the insolvency laws of any jurisdiction. Seller has not entered into any Transaction Document or any Transaction pursuant thereto in contemplation of insolvency or with intent to hinder, delay or defraud any creditor. The transfer of the Purchased Assets subject hereto and the obligation to repurchase such Purchased Assets is not undertaken with the intent to hinder, delay or defraud any creditor of Seller, Guarantor or an Affiliate of Seller or Guarantor.

iv. Solvency. Neither the Transaction Documents nor any Transaction or Future Funding Transaction thereunder are entered into in contemplation of insolvency or with intent to hinder, delay or defraud any creditor of Seller, Guarantor or an Affiliate of Seller or Guarantor. As of the Purchase Date, Seller is not insolvent within the meaning of 11 U.S.C. Section 101(32) or any successor provision thereof and the transfer and sale of the Purchased Assets pursuant hereto and the obligation to repurchase such Purchased Asset (A) will not cause the liabilities of Seller to exceed the assets of Seller, (B) will not result in Seller having unreasonably small capital, and (C) will not result in debts that would be beyond Seller's ability to pay as the same mature. Seller received reasonably equivalent value in exchange for the transfer and sale to Seller of the Purchased Assets and the Purchased Items sold to Buyer hereunder. Seller has only entered into agreements on

terms that would be considered arm’s length and otherwise on terms consistent with other similar agreements with other similarly situated entities.

i. Use of Proceeds; Margin Regulations. All proceeds of each Transaction shall be used by Seller for purposes permitted under Seller's governing documents, provided that no part of the proceeds of any Transaction shall be used by Seller to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock. Neither the entering into of any Transaction nor the use of any proceeds thereof will violate, or be inconsistent with, any provision of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

ii. Full and Accurate Disclosure. No information contained in the Transaction Documents, or any written statement furnished by or on behalf of Seller pursuant to the terms of the Transaction Documents, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. All written information furnished after the date hereof by or on behalf of Seller to Buyer in connection with the Transaction Documents and the Transactions shall be true, correct and complete in all material respects, or in the case of projections shall be based on reasonable estimates prepared and presented in good faith, on the date as of which such information is stated or certified.

iii. Financial Information. All financial data concerning Seller and the Purchased Assets that has been delivered by or on behalf of Seller to Buyer is true, complete and correct in all material respects. All financial data concerning Seller has been prepared fairly in accordance with GAAP. All financial data concerning the Purchased Assets has been prepared in accordance with standard industry practices. Since the delivery of such data, except as otherwise disclosed in writing to Buyer, there has been no change in the financial position of Seller, or in the results of operations of Seller, which change is reasonably likely to have a Material Adverse Effect on Seller.

iv. Hedging Transactions. To the actual knowledge of Seller, as of the Purchase Date for any Purchased Asset that is subject to a Hedging Transaction, each such Hedging Transaction is in full force and effect in accordance with its terms, each counterparty thereto is an Affiliated Hedge Counterparty or a Qualified Hedge Counterparty, and no "Termination Event", "Event of Default", "Potential Event of Default" or any similar event, however denominated, has occurred and is continuing with respect thereto.

(xxiii) [Reserved]

(xxiv) Servicing Agreements. Seller has delivered to Buyer all Servicing Agreements pertaining to the Purchased Assets and to the actual knowledge of Seller, as of the date of this Agreement and as of the Purchase Date for the purchase of any Purchased Assets subject to a Servicing Agreement, each such Servicing Agreement is in full force and effect in accordance with its terms and no default or event of default exists thereunder. Each Servicing Agreement related to any Purchased Asset, including without limitation, each Primary Servicing Agreement, may be terminated at will by Seller without payment of any penalty or fee, other than, with respect to any JPM Agented

Purchased Asset, as noted and excepted in the Confirmation with respect to any such Purchased Asset.

(xxv) No Reliance. Seller has made its own independent decisions to enter into the Transaction Documents and each Transaction and as to whether such Transaction is appropriate and proper for it based upon its own judgment and upon advice from such advisors (including without limitation, legal counsel and accountants) as it has deemed necessary. Seller is not relying upon any advice from Buyer as to any aspect of the Transactions, including without limitation, the legal, accounting or tax treatment of such Transactions.

(xxvi) PATRIOT Act.

(1) Seller is in compliance, in all material respects, with the (A) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other applicable enabling legislation or executive order relating thereto, and (B) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001) (the "PATRIOT Act"). No part of the proceeds of any Transaction will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

i. Seller agrees that, from time to time upon the prior written request of Buyer, it shall (A) execute and deliver such further documents, provide such additional information and reports and perform such other acts as Buyer may reasonably request in order to insure compliance with the provisions hereof (including, without limitation, compliance with the USA Patriot Act of 2001 and to fully effectuate the purposes of this Agreement and (B) provide such opinions of counsel concerning matters relating to this Agreement as Buyer may reasonably request; provided, however, that nothing in this Article 9(b)(xxvi) shall be construed as requiring Buyer to conduct any inquiry or decreasing Seller's responsibility for its statements, representations, warranties or covenants hereunder. In order to enable Buyer and its Affiliates to comply with any anti- money laundering program and related responsibilities including, but not limited to, any obligations under the USA Patriot Act of 2001 and regulations thereunder, Seller makes the following representations and covenants to Buyer and its Affiliates that Seller is not a Prohibited Investor, and Seller is not acting on behalf of or for the benefit of any Prohibited Investor. Seller agrees to promptly notify Buyer or a person appointed by Buyer to administer their anti-money laundering program, if applicable, of any change in information affecting this representation and covenant.

i. Ownership of Property. Seller does not own, and has not ever owned, any assets other than (A) the Purchased Assets and (B) such incidental personal property related thereto.

ii. [Reserved]

iii. Insider. Seller is not an "executive officer," "director," or "person who directly or indirectly or acting through or in concert with one or more persons owns, Controls, or has the power to vote more than 10% of any class of voting securities" (as those terms are defined in 12 U.S.C. § 375(b) or in regulations promulgated pursuant thereto) of Buyer, of a bank holding company of which Buyer is a Subsidiary, or of any Subsidiary, of a bank holding company of which Buyer is a Subsidiary, of any bank at which Buyer maintains a correspondent account or of any lender which maintains a correspondent account with Buyer.

iv. Office of Foreign Assets Control. Seller warrants, represents and covenants that Seller shall maintain policies and procedures reasonably designed to ensure compliance by Seller, and all of Seller's Affiliates with Sanctions Laws and Regulations. Seller further warrants, represents and covenants that neither Seller nor any of its Affiliates are or will be an entity or person that is the subject of any Sanctions Laws or Regulations, including but not limited to sanctions, prohibitions, restrictions and other limitations applicable to entities and persons (A) that are listed in the Annex to, or is otherwise subject to the provisions of EO13224; (B) whose names appear on OFAC's most current list of "Specifically Designed National and Blocked Persons," (C) who commit, threaten to commit or support "terrorism", as that term is defined in EO 13224; or (D) who are otherwise affiliated with, or owned 50% or more in the aggregate by, any entity or person listed above (any and all parties or persons described in (A) through (D) above are herein referred to as a "Prohibited Person"). Seller covenants and agrees that none of Seller or any of its Affiliates will knowingly (1) conduct any business, nor engage in any transaction or dealing, directly or indirectly, with any Prohibited Person or (2) engage in or conspire to engage in any transaction that evades or avoids or that has the purpose of evading or avoiding any of Sanctions Laws and Regulations, including but not limited to the prohibitions of EO 13224. Seller further covenants and agrees that (1) it shall not, directly or indirectly, use the proceeds of any transaction pursuant to the Transaction Documents, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person or entity (x) to fund any activities or business of or with any Prohibited Person, or in any country or territory, that at the time of such funding is a Sanctioned Country, or (y) in any other manner that would result in a violation of any Sanction Laws and Regulations by any party to this Agreement and (2) none of the funds or the assets of Seller that are used to pay any amount due pursuant to this Agreement or any other Transaction Document shall constitute funds obtained from transactions with or relating to Prohibited Persons or any Sanctioned Country. Seller further covenants and agrees to deliver to Buyer any such certification or other evidence as may be requested by Buyer in its sole and absolute discretion, confirming that none of Seller or any of the its Affiliates is a Prohibited Person and none of Seller, or any of its Subsidiaries has engaged in any business transaction or dealings with a Prohibited

77

Person, including, but not limited to, the making or receiving of any contribution of funds, goods or services to or for the benefit of a Prohibited Person.

i. Notice Address; Chief Executive Office; Jurisdiction of Organization. On the date of this Agreement, (a) Seller's location (within the meaning of Article 9 of the UCC) and address for notices is as specified on Annex I, (b) Seller's chief executive office is, and has been, located at 245 Park Avenue, New York, New York 10167, (c) Seller's legal name is, and has at all times been, AG MIT CREL II, LLC, and (d) Seller's sole jurisdiction of organization is, and at all times has been, Delaware. The location where Seller keeps its books and records (within the meaning of Article 9 of the UCC), including all computer tapes and records relating to the Purchased Items, is its notice address. Seller has not changed its name or location within the past twelve (12) months. Seller's organizational identification number is 6972630 and its tax identification number is 27-5254382. The fiscal year of Seller is the calendar year.

ii. Anti-Money Laundering Laws. Seller either (1) is entirely exempt from or (2) has otherwise fully complied with all applicable AML Laws, by (A) establishing an adequate anti-money laundering compliance program as required by the AML Laws,

A. conducting the requisite due diligence in connection with the origination of each Purchased Asset for purposes of the AML Laws, including with respect to the legitimacy of the related obligor (if applicable) and the origin of the assets used by such obligor to purchase the property in question, and (C) maintaining sufficient information to identify the related obligor (if applicable) for purposes of the AML Laws.

xxv. Ownership. Seller is and shall remain at all times a wholly owned direct or indirect Subsidiary of Guarantor.

xxvi. Compliance with ERISA. (a) Neither Seller nor Guarantor has any employees as of the date of this Agreement; (b) each of Seller and Guarantor either (i) qualifies as a VCOC or a REOC, (ii) complies with an exception set forth in the Plan Asset Regulations such that the assets of such Person would not be subject to Title I of ERISA and/or Section 4975 of the Code, or (iii) does not hold any "plan assets" within the meaning of the Plan Asset Regulations that are subject to ERISA; and (c) assuming that no portion of the Purchased Assets are funded by Buyer with "plan assets" within the meaning of the Plan Asset Regulations, none of the transactions contemplated by the Transaction Documents will constitute a nonexempt prohibited transaction (as such term is defined in Section 4975 of the Code or Section 406 of ERISA) that could subject the Buyer to any tax or penalty or prohibited transactions imposed under Section 4975 of the Code or Section 502(i) of ERISA.

xxvii. Hedging Transactions. (a) Seller has entered into all Hedging Transactions required hereunder, (b) each related agreement is in full force and effect, (c) no termination event, default or event of default (however defined) exists thereunder, and

(d) Seller has effectively assigned to Buyer all Seller's rights (but none of its obligations) under such agreements.

ARTICLE 10.
NEGATIVE COVENANTS OF SELLER

On and as of the date hereof and each Purchase Date and until this Agreement is no longer in force with respect to any Transaction, Seller shall not without the prior written consent of Buyer:

(a) take any action that would directly or indirectly impair or adversely affect Buyer's title to the Purchased Assets;

(b) transfer, assign, convey, grant, bargain, sell, set over, deliver or otherwise dispose of including, without limitation, any effective transfer or other disposition as a result of a division of Seller, or pledge or hypothecate, directly or indirectly, any interest in the Purchased Items (or any of them) to any Person other than Buyer, or engage in repurchase transactions or similar transactions with respect to the Purchased Items (or any of them) with any Person other than Buyer;

(c) amend, modify or waive in any material respect or terminate any provision of any Purchase Agreement or Servicing Agreement, without the consent of Buyer in its sole and absolute discretion; provided that, in connection with any request for consent to any amendment, modification, termination or waiver of a Servicing Agreement that is also the servicing agreement under any JPM Agented Purchased Asset where Buyer, in its capacity as administrative agent or lender under such JPM Agented Purchased Asset voted for, consented to, or directed any such amendment, modification, waiver or termination of such Servicing Agreement (but not including any such amendment, modification, waiver or termination directed by Buyer in its capacity as administrative agent to which Buyer did not consent to or vote in favor of in Buyer's capacity as lender under such JPM Agented Purchased Asset), Buyer shall not take a different position with respect to such request for consent to such amendment, modification, waiver or termination in respect of such Servicing Agreement than the position taken by Buyer in its capacity as administrative agent or lender (other than any direction or other action taken by Buyer in its capacity as administrative agent to which Buyer did not consent to or vote in favor of in Buyer's capacity as lender under such JPM Agented Purchased Asset); provided that nothing herein shall limit Buyer's right to assess the Market Value of such JPM Agented Purchased Asset or deliver Margin Deficit Notices pursuant to Article 4 hereof, whether as a result of any such amendment, modification waiver or termination, or otherwise;

(d) create, incur or permit to exist any lien, encumbrance or security interest in or on any of its property, assets, revenue, the Purchased Assets, the other Purchased Items, whether now owned or hereafter acquired, other than the liens and security interest granted by Seller pursuant to Article 6 of this Agreement and the lien and security interest granted by Pledgor under the Pledge Agreement;

(e) enter into any transaction of merger or consolidation or amalgamation or division, or liquidate, wind up, divide or dissolve itself (or suffer any liquidation, winding up or dissolution), sell all or substantially all of its assets without the consent of Buyer in its sole and absolute discretion;

a. consent or assent to any amendment or supplement to, or termination of, any note, loan agreement, mortgage or guarantee relating to the Purchased Assets or other agreement or instrument relating to the Purchased Assets other than in accordance with Article 7(f) and Article 27;

b. permit the organizational documents or organizational structure of Seller to be amended in any material respect without the prior written consent of Buyer in its sole and absolute discretion; provided that no amendment to any special purpose entity provisions in the Seller's organizational documents shall be permitted;

c. acquire or maintain any right or interest in any Purchased Asset or Underlying Mortgaged Property that is senior to or pari passu with the rights and interests of Buyer therein under this Agreement and the other Transaction Documents;

d. use any part of the proceeds of any Transaction hereunder for any purpose which violates, or would be inconsistent with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System;

e. enter into any Hedging Transaction with respect to any Purchased Asset with any entity that is not an Affiliated Hedge Counterparty or a Qualified Hedge Counterparty;

f. take any action, cause, allow, or permit any of the Seller, Pledgor, Guarantor or any Subsidiary of Guarantor that is also a direct or indirect parent of Seller to be required to register as an "investment company," or a company "controlled by an investment company," within the meaning of the Investment Company Act, or to violate any provisions of the Investment Company Act, including Section 18 thereof or any rules or regulations promulgated thereunder; or

g. permit the Maximum Concentration Ratio Requirement to be violated.

ARTICLE 11.
AFFIRMATIVE COVENANTS OF SELLER

The following covenants shall be given independent effect (so that if a particular action or condition is prohibited by any covenant, the fact that such action or condition would be permitted by an exception to, or be otherwise within the limitations of, another covenant shall not avoid the occurrence of a breach of such covenant if such action is taken or condition exists). On and as of the date hereof and each Purchase Date and until this Agreement is no longer in force with respect to any Transaction:

(a) Seller shall promptly notify Buyer of any material adverse change in its business operations and/or financial condition; provided, however, that nothing in this Article 11 shall relieve Seller of its obligations under this Agreement.

(b) Seller shall provide Buyer with copies of such documents as Buyer may request evidencing the truthfulness of the representations set forth in Article 9.

a. Seller shall (1) defend the right, title and interest of Buyer in and to the Purchased Items against, and take such other action as is necessary to remove, the Liens, security interests, claims and demands of all Persons (other than security interests by or through Buyer), (2) to the extent any additional limited liability company is formed by division of Seller (and without prejudice to Articles 10(b), (c), and (f)), Seller shall cause any such additional limited liability company to assign, pledge and grant to Buyer all of its assets, and shall cause any owner of such additional limited liability company to pledge all of the Capital Stock and any rights in connection therewith of such additional limited liability company, to Buyer in support of all Repurchase Obligations in the same manner and to the same extent as the assignment, pledge and grant by Seller of all of Seller's assets hereunder, and in the same manner and to the same extent as the pledge by Pledgor of all of Pledgor's right, title and interest in all of the Capital Stock of Seller and any rights in connection therewith, in each case pursuant to the applicable Pledge Agreement, and (3) at Buyer's reasonable request, take all action necessary to ensure that Buyer will have a first priority security interest in the Purchased Assets subject to any of the Transactions in the event such Transactions are recharacterized as secured financings.

b. Seller shall cause the special servicer rating of the special servicer with respect to all mortgage loans underlying Purchased Assets to be no lower than "average" by S&P to the extent Seller controls or is entitled to control the selection of the special servicer. In the event the special servicer rating with respect to any Person acting as special servicer for any mortgage loans underlying Purchased Assets shall be below "average" by S&P, or if an Act of Insolvency occurs with respect to Seller or Guarantor, Buyer shall be entitled to transfer special servicing with respect to all Purchased Assets to an entity satisfactory to Buyer, to the extent Seller controls or is entitled to control the selection of the special servicer.

c. Seller shall promptly (and in any event not later than two (2) Business Days following receipt) deliver to Buyer or its designated representative (i) any notice of the occurrence of an event of default under or report received by Seller pursuant to the Purchased Asset Documents; (ii) any notice of transfer of servicing under the Purchased Asset Documents and (iii) any other information with respect to the Purchased Assets, the Purchased Items and the conduct and operation of Seller's business that may be requested by Buyer from time to time.

d. Seller shall provide Buyer and its Affiliates with any such additional reports as Buyer may request and shall permit Buyer, its Affiliates or its designated representative to inspect Seller's records with respect to the Purchased Items and the conduct and operation of its business related thereto upon reasonable prior written notice from Buyer or its designated representative, at such reasonable times and with reasonable frequency (unless a Default or an Event of Default shall have occurred and is continuing, in which case, no prior notice shall be required), and to make copies of extracts of any and all thereof, subject to the terms of any confidentiality agreement between Buyer and Seller. In connection therewith, Seller shall allow Buyer to (i) review any operating statements, occupancy status and other property level information with respect to the underlying real estate directly or indirectly securing or supporting the Purchased Assets that either is in Seller's possession or is available to Seller, (ii) examine, copy (at Buyer's expense) and make extracts from its books and records, to inspect any of its properties, and (iii) discuss Seller's business and affairs with its officers. Prior to the occurrence

and continuance of a Default or an Event of Default, the foregoing reviews and examinations shall be at Buyer’s sole cost and expense and Buyer shall act in a commercially reasonable

manner in requesting and conducting any inspection relating to the conduct and operation of Seller's business. If a Default or Event of Default has occurred and is continuing, then Seller shall bear all costs and expenses of any such review or examination. In addition, Seller shall make a representative available to Buyer every month for attendance at a telephone conference, the date of which to be mutually agreed upon by Buyer and Seller, regarding the status of each Purchased Asset, Seller's compliance with the requirements of Articles 11 and 12, and any other matters relating to the Transaction Documents or Transactions that Buyer wishes to discuss with Seller.

a. If Seller shall at any time become entitled to receive or shall receive any rights, whether in addition to, in substitution of, as a conversion of, or in exchange for a Purchased Asset, or otherwise in respect thereof, Seller shall accept the same as Buyer's agent, hold the same in trust for Buyer and deliver the same forthwith to Buyer (or the Custodian, as appropriate) in the exact form received, duly endorsed by Seller to Buyer, if required, together with all related necessary transfer documents, to be held by Buyer hereunder as additional collateral security for the Transactions. If any sums of money or property are paid or distributed in respect of the Purchased Assets and received by Seller, Seller shall, until such money or property is paid or delivered to Buyer, hold such money or property in trust for Buyer, segregated from other funds of Seller, as additional collateral security for the Transactions.

b. At any time from time to time upon the reasonable request of Buyer, at the sole expense of Seller, Seller shall (i) promptly and duly execute and deliver such further instruments and documents and take such further actions as Buyer may request for the purposes of obtaining or preserving the full benefits of this Agreement including the perfected, first priority security interest required hereunder, (ii) ensure that such security interest remains fully perfected at all times and remains at all times first in priority as against all other creditors of Seller (whether or not existing as of the Closing Date, any Purchase Date or in the future) and (iii) obtain or preserve the rights and powers herein granted (including, among other things, filing such UCC financing statements as Buyer may request). If any amount payable under or in connection with any of the Purchased Items shall be or become evidenced by any promissory note, other instrument or certificated security, such note, instrument or certificated security shall be immediately delivered to Buyer, duly endorsed in a manner satisfactory to Buyer, to be itself held as a Purchased Item pursuant to this Agreement, and the documents delivered in connection herewith.

c. Seller shall provide, or to cause to be provided, to Buyer the following financial and reporting information:

i. Within fifteen (15) calendar days after each month-end, a monthly reporting package substantially in the form of Exhibit III-A attached hereto (the "Monthly Reporting Package");

ii. Within forty-five (45) calendar days after the last day of each calendar quarter, a Quarterly reporting package substantially in the form of Exhibit III-B attached hereto (the "Quarterly Reporting Package");

i.Within ninety (90) calendar days after the last day of its fiscal year, an annual reporting package substantially in the form of Exhibit III-C attached hereto (the "Annual Reporting Package"); and

ii. Upon Buyer's request:

1. a listing of any changes in Hedging Transactions with Qualified Hedge Counterparties, the names of the Qualified Hedge Counterparties and the material terms of such Hedging Transactions, delivered within ten (10) days after Buyer's request;

2. copies of Seller's and Guarantor's Federal Income Tax returns, if any, delivered within thirty (30) days after the earlier of (A) filing or (B) the last filing extension period; and

3. such other information regarding the financial condition, operations or business of Seller, Guarantor or any Mortgagor in respect of a Purchased Asset as Buyer may reasonably request.

Notwithstanding anything to the contrary in Article 12, if Seller fails to deliver the complete Monthly Reporting Package described in clause (j)(i) above as a result of the failure of the related Mortgagor to deliver any information for the related time period as required by the relevant Purchased Asset Documents, then Buyer may draw any negative inferences it determines relevant as a result of such missing information for purposes of its determination of the Market Value of such Purchased Asset.

a. Seller shall at all times (i) continue to engage in business of the same general type as now conducted by it or otherwise as approved by Buyer prior to the date hereof, (ii) comply with all contractual obligations, (iii) comply in all respects with all Requirements of Law (including, without limitation, Environmental Laws) of any Governmental Authority or any other federal, state, municipal or other public authority having jurisdiction over Seller or any of its assets and (iv) do or cause to be done all things necessary to preserve and maintain in full force and effect its legal existence and all of its material rights, privileges, licenses and franchises necessary for the operation of its business (including, without limitation, preservation of all lending licenses held by Seller and of Seller's status as a "qualified transferee" (however denominated) under all documents that govern the Purchased Assets).

b. Seller shall to at all times keep proper books of records and accounts in which full, true and correct entries shall be made of its transactions fairly in accordance with GAAP, and set aside on its books from its earnings for each fiscal year all such proper reserves in accordance with GAAP. Seller will maintain records with respect to the Purchased Items and the conduct and operation of its business with no less a degree of prudence than if the Purchased Items were held by Seller for its own account.

c. Seller shall observe, perform and satisfy all the terms, provisions, covenants and conditions required to be observed, performed or satisfied by it, and shall pay when due all costs,

fees and expenses required to be paid by it, under the Transaction Documents, including but not limited to the Structuring Fee, Exit Fees and Extension Fees. Seller will continue to be a

disregarded entity for U.S. federal income tax purposes. Seller shall pay and discharge all Taxes on its assets and on the Purchased Items except for Taxes that are not yet due and payable, and any such Taxes that are being appropriately contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been provided in accordance with GAAP.

a. Seller shall advise Buyer in writing of the opening of any new chief executive office, principal office or place of business or of the closing of any such office of Seller, Pledgor or Guarantor and of any change in Seller's, Pledgor's or Guarantor's name or jurisdiction of organization not less than thirty (30) days prior to taking any such action. Seller shall not (A) change its organizational number, tax identification number, fiscal year, method of accounting, identity, structure or jurisdiction of organization (or have more than one such jurisdiction), move the location of its principal place of business and chief executive office (as defined in the UCC) from its location as of the Purchase Date or the places where the books and records pertaining to the Purchased Assets are held unless, in each case, Seller has given Buyer notice thereof not less than fifteen (15) Business Days prior to taking any such action, or (B) move, or consent to Custodian moving, the Purchased Asset Documents from the location thereof on the applicable Purchase Date for the related Purchased Asset, unless in each case Seller has given at least thirty
(30) days' prior notice to Buyer and has taken all actions required under the UCC to continue the first priority perfected security interest of Buyer in the Purchased Assets.

b. Seller shall enter into Hedging Transactions with respect to each of the Hedge- Required Assets to the extent necessary to hedge interest rate risk associated with the Purchase Price on such Hedge-Required Assets, in a manner reasonably acceptable to Buyer. Seller shall take such actions as Buyer deems necessary to perfect the security interest granted in each Hedging Transaction, and shall assign to Buyer, which assignment shall be consented to in writing by each Affiliated Hedge Counterparty or Qualified Hedge Counterparty, all of Seller's rights (but none of the obligations) in, to and under each Hedging Transaction. The documents relating to each Hedging Transaction shall contain provisions acceptable to Buyer for additional credit support in the event the rating of any Rating Agency assigned to the Qualified Hedge Counterparty (other than an Affiliated Hedge Counterparty) is downgraded or withdrawn, in which event Seller shall ensure that such additional credit support is provided or promptly, subject to the approval of Buyer, enter into new Hedging Transactions with respect to the related Purchased Assets with a replacement Qualified Hedge Counterparty.

c. Seller shall take all such steps as Buyer deems necessary to perfect the security interest granted pursuant to Article 6 in the Hedging Transactions, shall take such action as shall be necessary or advisable to preserve and protect Seller's interest under all such Hedging Transactions (including, without limitation, requiring the posting of any required additional collateral thereunder, and hereby authorizes Buyer to take any such action that Seller fails to take after demand therefor by Buyer. Seller shall provide the Custodian with copies of all documentation relating to Hedging Transactions with Qualified Hedge Counterparties promptly after entering into same. All Hedging Transactions, if any, entered into by Seller with Buyer or any of its Affiliates in respect of any Purchased Asset shall be terminated contemporaneously with the repurchase of such Purchased Asset on the Repurchase Date therefor.

a. Seller shall not cause or permit any Change of Control without the prior written consent of Buyer in its sole and absolute discretion.

b. Seller shall cause each servicer of a Purchased Asset to provide to Buyer and to the Custodian via electronic transmission, promptly upon request by Buyer a Servicing Tape for the month (or any portion thereof) prior to the date of Buyer's request; provided that, to the extent any servicer does not provide any such Servicing Tape, Seller shall prepare and provide to Buyer and the Custodian via electronic transmission a remittance report containing the servicing information that would otherwise be set forth in the Servicing Tape; provided, further, that regardless of whether Seller at any time delivers any such remittance report, Seller shall at all times use commercially reasonable efforts to cause each servicer to provide each Servicing Tape in accordance with this Article 11(q).

c. Seller's organizational documents shall at all times include the following provisions: (a) at all times there shall be, and Seller shall cause there to be, at least one (1) Independent Director; (b) Seller shall not, without the unanimous written consent of its board of directors including the Independent Director, take any material action or any action that might cause such entity to become insolvent; (c) no Independent Director may be removed or replaced without Cause and unless Seller provides Buyer with not less than five (5) Business Days' prior written notice of (i) any proposed removal of an Independent Director, together with a statement as to the reasons for such removal, and (ii) the identity of the proposed replacement Independent Director, together with a certification that such replacement satisfies the requirements set forth in the organizational documents for an Independent Director; and provided further, that any removal or replacement shall not be effective until the replacement Independent Director has accepted his or her appointment; (d) to the fullest extent permitted by applicable law, including Section 18-1101(c) of the Delaware Act and notwithstanding any duty otherwise existing at law or in equity, the Independent Director shall consider only the interests of Seller, including its creditors in acting or otherwise voting with respect to a material action; (e) except for duties to Seller as set forth in clause (d) above (including duties to its equity owners and its creditors solely to the extent of their respective economic interests in Seller but excluding (i) all other interests of the equity owners, (ii) the interests of other Affiliates of Seller, and (iii) the interests of any group of Affiliates of which Seller is a part), the Independent Director shall not have any fiduciary duties to any Person bound by its organizational documents; (f) the foregoing shall not eliminate the implied contractual covenant of good faith and fair dealing under applicable law; and (g) to the fullest extent permitted by applicable law, including Section 18-1101(e) of the Delaware Act, an Independent Director shall not be liable to Seller or any other Person for breach of contract or breach of duties (including fiduciary duties), unless the Independent Director acted in bad faith or engaged in willful misconduct. "Cause" means, with respect to an Independent Director, (i) acts or omissions by such Independent Director that constitute willful disregard of such Independent Director's duties as set forth in Seller's organizational documents,

i. that such Independent Director has engaged in or has been charged with, or has been convicted of, fraud or other acts constituting a crime under any law applicable to such Independent Director, (iii) that such Independent Director is unable to perform his or her duties as Independent Director due to death, disability or incapacity, or (iv) that such Independent Director no longer meets the definition of Independent Director.

d. Seller has not and will not:

1. engage in any business or activity other than the entering into and performing its obligations under the Transaction Documents, and activities incidental thereto;

2. acquire or own any assets other than (A) the Purchased Assets, and
(B) such incidental personal property related thereto;

3. merge into or consolidate with any Person, or dissolve, terminate, liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure;

4. (A) fail to observe all organizational formalities, or fail to preserve its existence as an entity duly organized, validly existing and in good standing (if applicable) under the applicable laws of the jurisdiction of its organization or formation, or
(B) amend, modify, terminate or fail to comply with the provisions of its organizational documents in any material respect (provided that no amendment to any special purpose entity provisions in the Seller's organizational documents shall be permitted), in each case without the prior written consent of Buyer;

5. own any subsidiary, or make any investment in, any Person;

6. commingle its assets with the assets of any other Person, or permit any Affiliate or constituent party independent access to its bank accounts;

7. incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than the debt incurred pursuant to this Agreement and the other Transaction Documents and unsecured trade debt in an unpaid amount less than
$250,000;

8. fail to maintain its records and books of account (in which complete entries will be made in accordance with GAAP consistently applied), bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person; except that Seller's financial position, assets, liabilities, net worth and operating results may be included in the consolidated financial statements of an Affiliate, provided that (A) appropriate notation shall be made on such consolidated financial statements to indicate the separate identity of Seller from such Affiliate and that Seller's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (B) Seller shall maintain a record of the book value of each Purchased Asset, along with any fair market value adjustments thereto;

9. except for capital contributions or capital distributions permitted under the terms and conditions of Seller's organizational documents and properly reflected on its books and records, enter into any transaction, contract or agreement with any general partner, member, shareholder, principal, guarantor of the obligations of Seller, or any Affiliate of the foregoing, except upon terms and conditions that are intrinsically fair,

commercially reasonable and substantially similar to those that would be available on an arm's-length basis with unaffiliated third parties;

1. maintain its assets in such a manner that it will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person and not maintain its properties, assets and accounts separate from those of any Affiliate or any other Person;

2. assume or guaranty the debts of any other Person, hold itself out to be responsible for the debts of any other Person, or otherwise pledge its assets to secure the obligations of any other Person or hold out its credit or assets as being available to satisfy the obligations of any other Person or enter into any transaction with an Affiliate of Seller except on commercially reasonable terms similar to those available to unaffiliated parties in an arm's length transaction;

3. make any loans or advances to any Person, or own any stock or securities of, any Person;

4. fail to (A) file its own tax returns separate from those of any other Person, except to the extent Seller is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable Requirements of Law, and (B) pay any taxes required to be paid under applicable law; provided, however, that Seller shall not have any obligation to reimburse its equityholders or their Affiliates for any taxes that such equityholders or their Affiliates may incur as a result of any profits or losses of Seller;

5. fail to (A) hold itself out to the public as a legal entity separate and distinct from any other Person, (B) conduct its business solely in its own name or (C) correct any known misunderstanding regarding its separate identity;

6. fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations, provided that the foregoing shall not require any member, partner or shareholder of Seller to make any additional capital contributions to Seller;

7. if it is a partnership or limited liability company, without the unanimous written consent of all of its partners or members, as applicable, and the written consent of one hundred percent (100%) of all directors or managers of Seller, including, without limitation, the Independent Director, take any material action or any action that might cause such entity to become insolvent;

8. fail to allocate shared expenses (including, without limitation, shared office space and services performed by an employee of an Affiliate) among the Persons sharing such expenses;

9. fail to remain solvent or pay its own liabilities only from its own funds; provided that the foregoing shall not require any member, partner or shareholder of Seller to make any additional capital contributions to Seller;

10. acquire obligations or securities of its partners, members, shareholders or other Affiliates, as applicable;

1. have any employees;

2. fail to maintain and use separate stationery, invoices and checks bearing its own name;

3. have any of its obligations guaranteed by an Affiliate other than by Guarantor pursuant to the Guarantee Agreement;

4. identify itself as a department or division of any other Person;

5. acquire obligations or securities of its members or any Affiliates; or

6. buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).

a. With respect to each Eligible Asset to be purchased hereunder, Seller shall notify Buyer in writing of the creation of any right or interest in such Eligible Asset or related Underlying Mortgaged Property that is senior to or *pari passu* with the rights and interests that are to be transferred to Buyer under this Agreement and the other Transaction Documents, and whether any such interest will be held or obtained by Seller or an Affiliate of Seller.

b. Seller shall obtain estoppels and agreements reasonably acceptable to Buyer for each Purchased Asset that is subject to a ground lease.

c. Seller shall be solely responsible for the fees and expenses of the Custodian, Depository and each servicer (including, without limitation, the Primary Servicer and the Interim Servicer) of any or all of the Purchased Assets.

d. Seller shall notify Buyer in writing of any event or occurrence that could be reasonably determined to cause Guarantor to breach any of the covenants contained in paragraph 9 of the Guarantee Agreement.

e. With respect to each Purchased Asset, Seller shall take all action necessary or required by the Transaction Documents, Purchased Asset Documents and each and every Requirement of Law, or requested by Buyer, to perfect, protect and more fully evidence the security interest granted in the related Purchase Agreement and Buyer's ownership of and first priority perfected security interest in such Purchased Asset and related Purchased Asset Documents, including executing or causing to be executed (a) such other instruments or notices as may be necessary or appropriate and filing and maintaining effective UCC financing statements, continuation statements and assignments and amendments thereto, and (b) all documents necessary to both collaterally and absolutely and unconditionally assign all rights (but none of the obligations) of Seller under the related Purchase Agreement, in each case as additional collateral security for the payment and performance of each of the Repurchase Obligations. Seller shall not assign, sell, transfer, pledge, hypothecate, grant, create, incur, assume or suffer or permit to exist any security interest in or Lien on any Purchased Asset to or in favor of any Person other than Buyer.

a. Seller shall, and pursuant to Re-direction Letters shall cause the Mortgagors under the Purchased Assets and all other applicable Persons to, deposit all Income in respect of the Purchased Assets into the Depository Account on the day the related payments are due. Seller
(a) shall, and shall cause Primary Servicer and Interim Servicer to, comply with and enforce each Re-direction Letter, (b) shall not amend, modify, waive, terminate or revoke any Re-direction Letter without Buyer's consent, and (c) shall take all reasonable steps to enforce each Re- direction Letter. In connection with each principal payment or prepayment under a Purchased Asset, Seller shall provide or cause to be provided to Buyer sufficient detail to enable Buyer to identify the Purchased Asset to which such payment applies. If Seller receives any rights, whether in addition to, in substitution of, as a conversion of, or in exchange for any Purchased Assets, or otherwise in respect thereof, Seller shall accept the same as Buyer's agent, hold the same in trust for Buyer and immediately deliver the same to Buyer or its designee in the exact form received, together with duly executed instruments of transfer, stock powers or assignment in blank and such other documentation as Buyer shall reasonably request.

(i) Seller shall promptly, but in any event within one (1) Business Day, notify Buyer of the occurrence of any of the following of which Seller, Guarantor or Manager has knowledge, together with a certificate of a Responsible Officer of Seller setting forth details of such occurrence and any action Seller has taken or proposes to take with respect thereto:

(1) a breach of any representation contained herein;

(2) any of the following: (A) with respect to any Purchased Asset or related Underlying Mortgaged Property, a material change in Market Value, material loss or damage, material licensing or permit issues, violation of any Requirement of Law, violation of any Environmental Law or any other actual or expected event or change in circumstances that could reasonably be expected to result in a default or material decline in value or cash flow, and (B) with respect to Seller, a violation of any Requirement of Law or other event or circumstance that could reasonably be expected to have a Material Adverse Effect;

(3) the existence of any Default or Event of Default under the Transaction Documents (with a copy of such notice to Buyer simultaneously delivered to Depository), or of any monetary default, material nonmonetary default or event of default under or related to any Purchased Asset;

(4) the resignation or termination of any servicer under any Servicing Agreement with respect to any Purchased Asset;

(5) the establishment of a rating by any Rating Agency applicable to Seller, Guarantor or any Affiliate of Seller or Guarantor and any downgrade in or withdrawal of such rating once established;

(6) the commencement of, settlement of, or material judgment in respect of, any litigation, action, suit, arbitration, investigation or other legal or arbitration

proceedings before any Governmental Authority that (i) affects Seller, any Purchased Asset or Underlying Mortgaged Property in any manner, (ii) affects AG MIT, Guarantor,

Pledgor, Manager or Angelo Gordon in a manner that, if adversely determined, could reasonably be expected to have a material adverse effect, (iv) questions or challenges the validity or enforceability of any Transaction, Purchased Asset or Purchased Asset Document, or (v) individually or in the aggregate, if adversely determined, could reasonably be likely to have a Material Adverse Effect; and

1. any post-Transaction facts or circumstances that are reasonably likely to cause or have caused a material adverse effect on any Purchased Asset, Underlying Mortgaged Property or obligor under any Purchased Asset.

(aa) If the aggregate outstanding Purchase Price of all Purchased Assets as of any date of determination exceeds the Maximum Facility Amount, Seller shall immediately pay to Buyer an amount necessary to reduce such aggregate outstanding Purchase Price to an amount equal to or less than the Maximum Facility Amount.

(bb) With respect to each Participation Interest for which the related Underlying Mortgage Loan is not primarily serviced by Interim Servicer or Primary Servicer pursuant to the Interim Servicing Agreement or a Primary Servicing Agreement that has been approved by Buyer: (a) the related Underlying Mortgage Loan shall at all times be serviced pursuant to a servicing agreement in form and substance acceptable to Buyer, and (b) the servicer thereunder shall have signed and delivered a Servicer Notice in form and substance acceptable to Buyer. If any such servicing agreement with respect to any Underlying Mortgage Loan is terminated, then Seller shall, prior to or simultaneously with such termination, cause a new servicer acceptable to Buyer in its sole discretion to be approved and a new servicing agreement to be entered into with respect to such Underlying Mortgage Loan in form and substance acceptable to Buyer in its sole discretion.

ARTICLE 12.
EVENTS OF DEFAULT; REMEDIES

(a) Each of the following events shall constitute an "Event of Default" under this Agreement:

(i) Seller shall fail to repurchase (A) Purchased Assets upon the applicable Repurchase Date or (B) a Purchased Asset that is no longer an Eligible Asset in accordance with Article 12(c);

(ii) Buyer shall fail to receive on any Remittance Date the accreted value of the Price Differential (less any amount of such Price Differential previously paid by Seller to Buyer) (including, without limitation, in the event the Income paid or distributed on or in respect of the Purchased Assets is insufficient to make such payment and Seller does not make such payment or cause such payment to be made);

(iii)Seller or Guarantor shall fail to cure any Margin Deficit, to the extent such Margin Deficit equals or exceeds the Minimum Transfer Amount, in accordance with Article 4 of this Agreement;

i. Seller or Guarantor shall fail to make any payment not otherwise addressed under this Article 12(a) owing to Buyer that has become due, whether by acceleration or otherwise under the terms of this Agreement or the terms of the Pledge Agreement, or the Guarantee Agreement or any other Transaction Document, which failure is not remedied within five (5) Business Days of notice thereof;

ii. Seller shall default in the observance or performance of its obligation in Article 7(e) hereof and, such default shall not be cured within the earlier of five (5) Business Days after (A) notice by Buyer to Seller thereof or (B) actual knowledge on the part of Seller of such breach or failure to perform;

iii. an Act of Insolvency occurs with respect to Seller or Guarantor, Pledgor, Manager or Angelo Gordon;

iv. a Change of Control occurs;

v. Seller, Pledgor or Guarantor shall admit in writing or announce in any public manner, including without limitation, on any earnings call, to any Person its inability to, or its intention not to, perform any of its obligations hereunder;

vi. the Custodial Agreement, the Depository Agreement, the Pledge Agreement, the Guarantee Agreement, the Fee Letter, any Re-direction Letter, any Servicer Notice or any other Transaction Document or a replacement therefor acceptable to Buyer shall for whatever reason be terminated (other than a termination by Buyer unrelated to an event of default thereunder or the termination of a Confirmation in connection with the repurchase in full of the related Purchased Asset) or cease to be in full force and effect, or the enforceability thereof shall be contested by Seller, Pledgor or Guarantor;

vii. Seller, Pledgor or Guarantor shall be in default under (i) any Indebtedness (excluding any Indebtedness where neither Guarantor nor any of its Subsidiaries has any direct liability, whether or not such Indebtedness is included in the consolidated financial statements of Guarantor and its Subsidiaries ("Specified Non-Recourse Debt")) of Seller, Pledgor or Guarantor, as applicable, which default (1) involves the failure to pay a matured obligation in excess of $250,000, with respect to Seller and Pledgor or
$10,000,000, with respect to Guarantor or (2) permits the acceleration of the maturity of obligations by any other party to or beneficiary with respect to such Indebtedness, if the aggregate amount of the Indebtedness in respect of which such default or defaults shall have occurred is at least $250,000, with respect to Seller or Pledgor or $10,000,000, with respect to Guarantor; or (ii) any other material contract to which Seller, Pledgor or Guarantor is a party (other than Specified Non-Recourse Debt) which default (1) involves the failure to pay a matured obligation or (2) permits the acceleration of the maturity of obligations by any other party to or beneficiary of such contract if the aggregate amount of such obligations is $250,000, with respect to Seller or Pledgor or $10,000,000, with respect to Guarantor;

i. Seller, AG MIT, Guarantor, or Pledgor shall be in default under any Indebtedness of Seller, AG MIT, Guarantor, or Pledgor, as applicable, to Buyer or any of its present or future Affiliates, which default (A) involves the failure to pay a matured obligation, or (B) permits the acceleration of the maturity of obligations by any other party to or beneficiary with respect to such Indebtedness;

ii. (A) Seller or an ERISA Affiliate shall engage in any "prohibited transaction" (as defined in Section 406 of ERISA or Section 4975 of the Code) involving any Plan that is not exempt from such Sections of ERISA and the Code, (B) any material "accumulated funding deficiency" (as defined in Section 302 of ERISA), whether or not waived, shall exist with respect to any Plan or any Lien in favor of the Pension Benefit Guaranty Corporation or a Plan shall arise on the assets of Seller or any ERISA Affiliate,

B. a Reportable Event (as referenced in Section 4043(b)(3) of ERISA) shall occur with respect to, or proceedings shall commence to have a trustee appointed, or a trustee shall be appointed, to administer or to terminate, any Plan, which Reportable Event (as so defined) or commencement of proceedings or appointment of a trustee is, in the reasonable opinion of Buyer, likely to result in the termination of such Plan for purposes of Title IV of ERISA, (D) any Plan shall terminate for purposes of Title IV of ERISA,

(E) Seller or any ERISA Affiliate shall, or in the reasonable opinion of Buyer is likely to, incur any liability in connection with a withdrawal from, or the insolvency or reorganization of, a Multiemployer Plan or (F) any other event or condition shall occur or exist with respect to a Plan; and in each case in clauses (A) through (F) above, such event or condition, together with all other such events or conditions, if any, could reasonably be expected to have a Material Adverse Effect;

1. either (A) the Transaction Documents shall for any reason not cause, or shall cease to cause, Buyer to be the owner free of any adverse claim of any of the Purchased Assets, and such condition is not cured by Seller within three (3) Business Days after notice thereof from Buyer to Seller, or (B) if a Transaction is recharacterized as a secured financing, and the Transaction Documents with respect to any Transaction shall for any reason cease to create and maintain a valid first priority security interest in favor of Buyer in any of the Purchased Assets;

2. an "Event of Default," "Termination Event," "Potential Event of Default" or other default or breach, however defined therein, occurs under any Hedging Transaction on the part of Seller, or the counterparty to Seller on any such Hedging Transaction with a Qualified Hedge Counterparty ceases to be a Qualified Hedge Counterparty, that is otherwise not cured within any applicable cure period thereunder or, if no cure period exists thereunder, which is not cured by Seller within three (3) Business Days after notice thereof from an Affiliated Hedge Counterparty or Qualified Hedge Counterparty to Seller;

3. any governmental, regulatory, or self-regulatory authority shall have taken any action to remove, limit, restrict, suspend or terminate the rights, privileges, or operations of Seller, AG MIT, Pledgor or Guarantor, which suspension has a Material Adverse Effect in the determination of Buyer;

1. [Reserved];

2. any representation (other than the representations and warranties of Seller set forth in Exhibit VI and Article 9(b)(x)(G)) made by Seller or Pledgor to Buyer shall have been incorrect or untrue in any respect when made or repeated or deemed to have been made or repeated;

3. a final non-appealable judgment by any competent court in the United States of America for the payment of money (a) rendered against Seller or Pledgor in an amount greater than $250,000 or (b) rendered against Guarantor in an amount greater than $10,000,000, and remained undischarged or unpaid for a period of sixty (60) days, during which period execution of such judgment is not effectively stayed by bonding over or other means acceptable to Buyer;

4. if Seller shall breach or fail to perform any of the terms, covenants, obligations or conditions of this Agreement, other than as specifically otherwise referred to in this Article 12(a), and such breach or failure to perform is not remedied within the earlier of thirty (30) days after (A) delivery of notice thereof to Seller by Buyer, or
(B) actual knowledge on the part of Seller of such breach or failure to perform; provided that if such default is not susceptible of cure within such thirty (30)-day period but Seller is actively and diligently being cured during such whole cure period, Seller shall have such additional reasonable time to effectuate a cure, provided that such additional reasonable time shall not exceed an additional sixty (60) days;

5. the breach by Guarantor of any term or condition set forth in the Guarantee Agreement or of any representation, warranty, certification or covenant made or deemed made in the Guarantee Agreement by Guarantor or in any certificate furnished by Guarantor to Buyer pursuant to the provisions hereof or thereof;

6. the breach by Interim Servicer of any term or condition set forth in the Interim Servicing Agreement beyond any applicable grace and/or cure periods; provided that no Event of Default under this clause (xxi) shall occur if (a) in the case of a failure to deposit Income or any other amounts as required by the provisions of this Agreement, such failure is cured within two (2) Business Days of written notice to Seller, or (b) in the case of the breach by Interim Servicer of any non-monetary term or condition set forth in the Interim Servicing Agreement, and such breach is curable by Seller, Seller cures such breach within five (5) Business Days of written notice to Seller and, in respect of clauses
(a) and (b) above, the Interim Servicer is removed and replaced with a replacement Interim Servicer satisfactory to Buyer in its sole discretion within sixty (60) days of written notice to Seller

7. notwithstanding any other provision of this Article 12(a), if Seller engages in any conduct or action where Buyer's prior consent is required by any Transaction Document and Seller fails to obtain such consent;

8. Seller, Pledgor, AG MIT, Guarantor or any Subsidiary of Guarantor that is also a direct or indirect parent of Seller is required to register as an “investment

company" (as defined in the Investment Company Act) or the arrangements contemplated by the Transaction Documents shall require registration of Seller, Pledgor, Guarantor or any Subsidiary of Guarantor that is also a direct or indirect parent of Seller as an "investment company";

1. a breach by Seller of any covenant set forth in Article 10 of this Agreement;

2. Seller or any servicer fails to deposit all Income and other amounts as required by the provisions of this Agreement when due, or the occurrence of an event of default under any Servicing Agreement; provided that no Event of Default under this clause (xxv) shall occur if (a) in the case of a failure to deposit Income or any other amounts by any third-party servicer unaffiliated with Seller, such failure is cured within two (2) Business Days of written notice to Seller, or (b) in the case of the occurrence of a non-monetary event of default under any Servicing Agreement by any third party servicer unaffiliated with Seller, and such breach is curable by Seller, Seller cures such breach within five (5) Business Days of written notice to Seller and, in respect of clauses (a) and
a. above, the defaulting servicer is removed and replaced with a replacement servicer satisfactory to Buyer in its sole discretion within sixty (60) days of written notice to Seller; and

3. Guarantor's audited annual financial statements or the notes thereto or other opinions or conclusions stated therein are qualified or limited by reference to the status of Guarantor as a "going concern" or a reference of similar import, other than a qualification or limitation expressly related to Buyer's rights in the Purchased Assets;

(b) After the occurrence and during the continuance of an Event of Default, Seller hereby appoints Buyer as attorney-in-fact of Seller for the purpose of carrying out the provisions of this Agreement and taking any action and executing or endorsing any instruments that Buyer may deem necessary or advisable to accomplish the purposes hereof, which appointment as attorney-in-fact is irrevocable and coupled with an interest. If an Event of Default shall occur and be continuing, Buyer may exercise any or all rights or remedies it may have under the Transaction Documents or that may otherwise be available under applicable law, including, without limitation of the foregoing, the following rights and remedies:

(i) At the option of Buyer, exercised by written notice to Seller (which option shall be deemed to have been exercised, even if no notice is given, immediately upon the occurrence of an Act of Insolvency with respect to Seller, Pledgor or Guarantor), the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (the date on which such option is exercised or deemed to have been exercised being referred to hereinafter as the "Accelerated Repurchase Date").

(ii) If Buyer exercises or is deemed to have exercised the option referred to in Article 12(b)(i) of this Agreement:

1. Seller's obligations hereunder to repurchase all Purchased Assets shall become immediately due and payable on and as of the Accelerated Repurchase Date; and

2. to the extent permitted by applicable law, the Repurchase Price with respect to each Transaction (determined as of the Accelerated Repurchase Date) shall be increased by the aggregate amount obtained by daily application of, on a 360 day per year basis for the actual number of days during the period from and including the Accelerated Repurchase Date to but excluding the date of payment of the Repurchase Price (as so increased), (x) the Pricing Rate for such Transaction multiplied by (y) the Repurchase Price for such Transaction (decreased by (I) any amounts actually remitted to Buyer by the Depository or Seller from time to time pursuant to Article 5 of this Agreement and applied to such Repurchase Price, and (II) any amounts applied to the Repurchase Price pursuant to Article 12(b)(iii) of this Agreement); and

3. the Custodian shall, upon the request of Buyer, deliver to Buyer all instruments, certificates and other documents then held by the Custodian relating to the Purchased Assets.

i.Buyer may (A) immediately sell on a servicing released basis, at a public or private sale in a commercially reasonable manner and at such price or prices as Buyer may deem satisfactory any or all of the Purchased Assets, and/or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Assets, to give Seller credit for such Purchased Assets in an amount equal to the Market Value of such Purchased Assets against the aggregate unpaid Repurchase Price for such Purchased Assets and any other amounts owing by Seller under the Transaction Documents. The proceeds of any disposition of Purchased Assets effected pursuant to this Article 12(b)(iii) shall be applied, (v) first, to the costs and expenses incurred by Buyer in connection with Seller's default; (w) *second*, to actual, out-of-pocket damages incurred by Buyer in connection with Seller's default (including, but not limited to, costs of cover and/or Hedging Transactions, if any), (x) *third*, to the Repurchase Price; (y) *fourth*, to any Breakage Costs; and (z) *fifth*, to return any excess to Seller.

ii. The parties recognize that it may not be possible to purchase or sell all of the Purchased Assets on a particular Business Day, or in a transaction with the same purchaser, or in the same manner because the market for such Purchased Assets may not be liquid. In view of the nature of the Purchased Assets, the parties agree that liquidation of a Transaction or the Purchased Assets does not require a public purchase or sale and that a good faith private purchase or sale shall be deemed to have been made in a commercially reasonable manner. Accordingly, Buyer may elect, in its sole discretion, the time and manner of liquidating any Purchased Assets, and nothing contained herein shall (A) obligate Buyer to liquidate any Purchased Assets on the occurrence and during the continuance of an Event of Default or to liquidate all of the Purchased Assets in the same manner or on the same Business Day or (B) constitute a waiver of any right or remedy of Buyer.

i. Seller shall be liable to Buyer and its Affiliates and shall indemnify Buyer and its Affiliates for (A) the amount (including in connection with the enforcement of this Agreement) of all losses, costs and expenses, including reasonable legal fees and expenses, actually incurred by Buyer in connection with or as a consequence of an Event of Default and (B) all costs incurred by Buyer in connection with Hedging Transactions in the event that Seller, from and after an Event of Default, takes any action to impede or otherwise affect Buyer's remedies under this Agreement.

ii. Buyer shall have, in addition to its rights and remedies under the Transaction Documents, all of the rights and remedies provided by applicable federal, state, foreign (where relevant), and local laws (including, without limitation, if the Transactions are recharacterized as secured financings, the rights and remedies of a secured party under the UCC of the State of New York, to the extent that the UCC is applicable, and the right to offset any mutual debt and claim), in equity, and under any other agreement between Buyer and Seller. Without limiting the generality of the foregoing, Buyer shall be entitled to set off the proceeds of the liquidation of the Purchased Assets against all of Seller's obligations to Buyer under this Agreement, without prejudice to Buyer's right to recover any deficiency.

iii. Buyer may exercise any or all of the remedies available to Buyer immediately upon the occurrence of an Event of Default and at any time during the continuance thereof. All rights and remedies arising under the Transaction Documents, as amended from time to time, are cumulative and not exclusive of any other rights or remedies that Buyer may have.

iv. Buyer may enforce its rights and remedies hereunder without prior judicial process or hearing, and Seller hereby expressly waives any defenses Seller might otherwise have to require Buyer to enforce its rights by judicial process. Seller also waives, to the extent permitted by law, any defense Seller might otherwise have arising from the use of nonjudicial process, disposition of any or all of the Purchased Assets, or from any other election of remedies. Seller recognizes that nonjudicial remedies are consistent with the usages of the trade, are responsive to commercial necessity and are the result of a bargain at arm's length.

a. If at any time Buyer determines that any Purchased Asset is not an Eligible Asset, the related Transaction shall terminate and Seller shall repurchase such Purchased Asset. No later than three (3) Business Days after receiving notice or Seller becoming otherwise aware that such Purchased Asset is not an Eligible Asset, Seller shall repurchase the affected Purchased Asset and Seller shall pay the applicable Repurchase Price for such Purchased Asset to Buyer by depositing such amount in immediately available funds at the direction of Buyer.

ARTICLE 13.
SINGLE AGREEMENT

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction (including any Future Funding Transaction) hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual

relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

ARTICLE 14.
RECORDING OF COMMUNICATIONS

EACH OF BUYER AND SELLER SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) FROM TIME TO TIME TO MAKE OR CAUSE TO BE MADE TAPE RECORDINGS OF COMMUNICATIONS BETWEEN ITS EMPLOYEES, IF ANY, AND THOSE OF THE OTHER PARTY WITH RESPECT TO TRANSACTIONS; PROVIDED, HOWEVER, THAT SUCH RIGHT TO RECORD COMMUNICATIONS SHALL BE LIMITED TO COMMUNICATIONS OF EMPLOYEES TAKING PLACE ON THE TRADING FLOOR OF THE APPLICABLE PARTY. EACH OF BUYER AND SELLER HEREBY CONSENTS TO THE ADMISSIBILITY OF SUCH TAPE RECORDINGS IN ANY COURT, ARBITRATION, OR OTHER PROCEEDINGS, AND AGREES THAT A DULY AUTHENTICATED TRANSCRIPT OF SUCH A TAPE RECORDING SHALL BE DEEMED TO BE A WRITING CONCLUSIVELY EVIDENCING THE PARTIES' AGREEMENT.

ARTICLE 15.
NOTICES AND OTHER COMMUNICATIONS

Unless otherwise provided in this Agreement, all notices, consents, approvals and requests required or permitted hereunder shall be given in writing and shall be effective for all purposes if hand delivered or sent by (a) hand delivery, with proof of delivery, (b) certified or registered United States mail, postage prepaid, (c) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of delivery or (d) by telecopier (with answerback acknowledged) provided that such telecopied notice must also be delivered by one of the means set forth above, to the address specified in Annex I hereto or at such other address and person as shall be designated from time to time by any party hereto, as the case may be, in a written notice to the other parties hereto in the manner provided for in this Article 15. A notice shall be deemed to have been given: (w) in the case of hand delivery, at the time of delivery, (x) in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day, (y) in the case of expedited prepaid delivery upon the first attempted delivery on a Business Day, or (z) in the case of telecopier, upon receipt of answerback confirmation, provided that such telecopied notice was also delivered as required in this Article 15. A party receiving a notice that does not comply with the technical requirements for notice under this Article 15 may elect to waive any deficiencies and treat the notice as having been properly given.

ARTICLE 16.
ENTIRE AGREEMENT; SEVERABILITY

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

ARTICLE 17.
NON-ASSIGNABILITY

(a) Seller may not assign any of its rights or obligations under this Agreement without the prior written consent of Buyer and any attempt by Seller to assign any of its rights or obligations under this Agreement without the prior written consent of Buyer shall be null and void. Buyer may, without consent of Seller, sell participating interests in any Transaction, its interest in the Purchased Assets, or any other interest of Buyer under this Agreement to one or more banks, financial institutions or other entities ("Participants"); provided that, unless a Default or Event of Default has occurred and is continuing, Buyer shall not sell participations to any Prohibited Transferee without the prior written consent of Seller; provided further that, if any Default or Event of Default has occurred and is continuing, no such consent shall be required and Buyer may sell participations to any Person without restriction, Buyer may, at any time and from time to time, assign to any Person (an "Assignee" and together with Participants, each a "Transferee" and collectively, the "Transferees") all or any part of its rights its interest in the Purchased Assets, or any other interest of Buyer under this Agreement; provided that, unless a Default or Event of Default has occurred and is continuing, Buyer shall not sell or assign all or any portion of its rights to any Prohibited Transferee without the prior written consent of Seller; provided further that, if any Default or Event of Default has occurred and is continuing, no such consent shall be required and Buyer may sell or assign all or any portion of its rights to any Person without restriction. Seller agrees to, and to cause Guarantor to, cooperate with Buyer in connection with any such assignment, transfer or sale of participating interest and to enter into such restatements of, and amendments, supplements and other modifications to, this Agreement in order to give effect to such assignment, transfer or sale. Seller agrees that each Participant shall be entitled to the benefits of Article 3(j), Article 3(k), and Articles 3(p) through (u) (subject to the requirements and limitations therein, including the requirements under Article 3(t) (it being understood that the documentation required under Article 3(t) shall be delivered to the participating Buyer)) to the same extent as if it were an Assignee and had acquired its interest by assignment pursuant to this Article 17(a); provided that such Participant (A) agrees to be subject to the provisions of Article 3(w) as if it were an Assignee under this Article 17(a), and (B) shall not be entitled to receive any greater payment under Article 3(k), Article 3(p), or Article 3(s), with respect to any participation, than its participating Buyer would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from the adoption of or any change in any Requirement of Law or in the interpretation or application thereof by a Governmental Authority, in any case which occurs after the Participant acquired the applicable participation. Each Buyer that sells a participation agrees, at Seller's request and expense, to use

reasonable efforts to cooperate with Seller to effectuate the provisions of Article 3(w) with respect to the applicable Participant.

a. Title to all Purchased Assets and Purchased Items shall pass to Buyer and Buyer shall have free and unrestricted use of all Purchased Assets. Nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Assets and Purchased Items or otherwise selling, pledging, repledging, transferring, hypothecating, or rehypothecating the Purchased Assets and Purchased Items, all on terms that Buyer may determine in its sole discretion; provided, however, that Buyer shall transfer the Purchased Assets to Seller on the applicable Repurchase Date free and clear of any pledge, lien, security interest, encumbrance, charge or other adverse claim on any of the Purchased Assets. Nothing contained in this Agreement shall obligate Buyer to segregate any Purchased Assets or Purchased Items transferred to Buyer by Seller.

b. Buyer, acting for this purpose as an agent of Seller, shall maintain at one of its offices a register for the recordation of the names and addresses of Buyer, and the percentage of the rights and obligations under this Agreement owing to, Buyer and each Transferee pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive absent manifest error, and Seller, Buyer, and each Transferee shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Buyer or Transferee, as applicable, hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Seller at any reasonable time and from time to time upon reasonable prior notice; provided that Buyer shall have no obligation to disclose all or any portion of the Register regarding Participants (including the identity of any Participant or any information relating to a Participant's beneficial interest in this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such beneficial interest in this Agreement or other obligation is in registered form under Treasury Regulations Section 5f.103-1(c). No sale, assignment, transfer or participation pursuant to this Article 17 shall be effective until reflected in the Register.

ARTICLE 18.
GOVERNING LAW

THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES TO THIS AGREEMENT, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CHOICE OF LAW RULES THEREOF. THE PARTIES HERETO INTEND THAT THE PROVISIONS OF SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY TO THIS AGREEMENT.

ARTICLE 19.
NO WAIVERS, ETC.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation of any of the foregoing, the failure to give a notice pursuant to Articles 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

ARTICLE 20.
USE OF EMPLOYEE PLAN ASSETS

(a) If assets of an employee benefit plan subject to any provision of ERISA are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to the last sentence of subparagraph (a) of this Article 20, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

(c) By entering into a Transaction or a Future Funding Transaction pursuant to this Article 20, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition that Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is Seller in any outstanding Transaction involving a Plan Party.

ARTICLE 21.
INTENT

(a) The parties intend and recognize that each Transaction (including any Future Funding Transaction) is a "repurchase agreement" as that term is defined in Section 101(47) of the Bankruptcy Code (except insofar as the type of Assets subject to such Transaction and/or Future Funding Transaction or the term of such Transaction and/or Future Funding Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of the Bankruptcy Code (except insofar as the type of assets subject to such Transaction and/or Future Funding Transaction would render such definition inapplicable). The parties intend (a) for each Transaction (including any Future Funding Transaction) to qualify for the safe harbor treatment provided by the Bankruptcy Code and for Buyer to be entitled to all of

the rights, benefits and protections afforded to Persons under the Bankruptcy Code with respect to a "repurchase agreement" as defined in Section 101(47) of the Bankruptcy Code and a

"securities contract" as defined in Section 741(7) of the Bankruptcy Code and that payments under this Agreement are deemed "margin payments" or "settlement payments," as defined in Section 741 of the Bankruptcy Code, (b) for the grant of a security interest set forth in Article 6 to also be a "securities contract" as defined in Section 741(7)(A)(xi) of the Bankruptcy Code and a "repurchase agreement" as that term is defined in Section 101(47)(A)(v) of the Bankruptcy Code, and (c) that each party (for so long as each is either a "financial institution," "financial participant," "repo participant," "master netting participant" or other entity listed in Section 546, 555, 559, 561, 362(b)(6) or 362(b)(7) of the Bankruptcy Code) shall be entitled to the "safe harbor" benefits and protections afforded under the Bankruptcy Code with respect to a "repurchase agreement" and a "securities contract," and a "master netting agreement," including

(x) the rights, set forth in Article 12 (with respect to Buyer) and Seller's option to declare an early Repurchase Date upon the occurrence of an Act of Insolvency with respect to Buyer, and in Section 555, 559 and 561 of the Bankruptcy Code, to liquidate the Purchased Assets and terminate this Agreement, and (y) the right to offset or net out as set forth in Article 12 and in Sections 362(b)(6), 362 (b)(7), 362(b)(27), 362(o) and 546 of the Bankruptcy Code.

a. It is understood that (i) either party's right to accelerate or terminate this Agreement or to liquidate Assets delivered to it in connection with the Transactions and/or Future Funding Transactions hereunder or to exercise any other remedies pursuant to Article 12 hereof and (ii) Seller's option to declare an early Repurchase Date upon the occurrence of an Act of Insolvency with respect to Buyer is, in each case, a contractual right to accelerate, terminate or liquidate this Agreement or the Transactions (including any Future Funding Transactions) as described in Sections 555 and 559 of the Bankruptcy Code. It is further understood and agreed that either party's right to cause the termination, liquidation or acceleration of, or to offset net termination values, payment amounts or other transfer obligations arising under or in connection with this Agreement or the Transactions and Future Funding Transactions hereunder is a contractual right to cause the termination, liquidation or acceleration of, or to offset net termination values, payment amounts or other transfer obligations arising under or in connection with this Agreement as described in Section 561 of the Bankruptcy Code.

b. The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction and Future Funding Transaction hereunder is a "qualified financial contract," as that term is defined in the FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

c. Each party hereto hereby further agrees that it shall not challenge the characterization of (i) this Agreement or any Transaction or Future Funding Transaction as a "repurchase agreement," "securities contract" and/or "master netting agreement," or (ii) each party as a "repo participant" within the meaning of the Bankruptcy Code except insofar as the type of Asset subject to the Transactions and/or Future Funding Transactions or, in the case of a "repurchase agreement," the term of the Transactions and/or Future Funding Transactions, would render such definition inapplicable.

d. It is understood that this Agreement constitutes a “netting contract” as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991

("FDICIA") and each payment entitlement and payment obligation under any Transaction and Future Funding Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

a. It is understood that this Agreement constitutes a "master netting agreement" as defined in Section 101(38A) of the Bankruptcy Code, and as used in Section 561 of the Bankruptcy Code.

b. The parties intend that, for U.S. federal, state and local income and franchise tax purposes and for accounting purposes, each Transaction and Future Funding Transaction constitutes a financing, and that Seller be (except to the extent that Buyer shall have exercised its remedies following an Event of Default) the owner of the Purchased Assets for such purposes. Unless prohibited by applicable law, Seller and Buyer shall treat the Transactions and Future Funding Transactions as described in the preceding sentence (including on any and all filings with any U.S. federal, state, or local taxing authority and agree not to take any action inconsistent with such treatment).

ARTICLE 22.
DISCLOSURE RELATING TO CERTAIN FEDERAL PROTECTIONS

The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934, the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

(b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the Exchange Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder;

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable; and

(d) in the case of Transactions in which one of the parties is an "insured depository institution", as that term is defined in Section 1813(c)(2) of Title 12 of the United States Code, funds held by the financial institution pursuant to a Transaction are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund or the Bank Insurance Fund, as applicable.

ARTICLE 23.
CONSENT TO JURISDICTION; WAIVER OF JURY TRIAL

(a) Each party irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of any United States Federal or New York State court sitting in Manhattan, and any appellate court from any such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under this Agreement or relating in any way to this Agreement or any Transaction under this Agreement and (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

(b) To the extent that either party has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, such party hereby irrevocably waives and agrees not to plead or claim such immunity in respect of any action brought to enforce its obligations under this Agreement or relating in any way to this Agreement or any Transaction under this Agreement.

(c) The parties hereby irrevocably waive, to the fullest extent each may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding and irrevocably consent to the service of any summons and complaint and any other process by the mailing of copies of such process to them at their respective address specified herein. The parties hereby agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Article 23 shall affect the right of Buyer to serve legal process in any other manner permitted by law or affect the right of Buyer to bring any action or proceeding against Seller or its property in the courts of other jurisdictions.

(d) EACH OF BUYER AND SELLER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY INSTRUMENT OR DOCUMENT DELIVERED HEREUNDER OR THEREUNDER.

ARTICLE 24. NO RELIANCE

Each of Buyer and Seller hereby acknowledges, represents and warrants to the other that, in connection with the negotiation of, the entering into, and the performance under, the Transaction Documents and each Transaction thereunder:

(a) It is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the other party to the Transaction Documents, other than the representations expressly set forth in the Transaction Documents;

a. It has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent that it has deemed necessary, and it has made its own investment, hedging and trading decisions (including decisions regarding the suitability of any Transaction) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the other party;

b. It is a sophisticated and informed Person that has a full understanding of all the terms, conditions and risks (economic and otherwise) of the Transaction Documents and each Transaction thereunder and is capable of assuming and willing to assume (financially and otherwise) those risks;

c. It is entering into the Transaction Documents and each Transaction thereunder for the purposes of managing its borrowings or investments or hedging its assets or liabilities and not for purposes of speculation; and

d. It is not acting as a fiduciary or financial, investment or commodity trading advisor for the other party and has not given the other party (directly or indirectly through any other Person) any assurance, guarantee or representation whatsoever as to the merits (either legal, regulatory, tax, business, investment, financial accounting or otherwise) of the Transaction Documents or any Transaction thereunder.

ARTICLE 25. INDEMNITY

Seller hereby agrees to indemnify Buyer, each Assignee, Buyer's designee, Buyer's Affiliates, each Assignee's Affiliates and each of Buyer's, such Assignee's and any such designee's or Affiliate's respective officers, directors, employees and agents ("Indemnified Parties") from and against any and all actual liabilities, obligations, losses, damages, penalties, actions, judgments, suits, taxes (including stamp, excise, sales or other taxes that may be payable or determined to be payable with respect to any of the Purchased Assets or Purchased Items or in connection with any of the transactions contemplated by this Agreement and the documents delivered in connection herewith, other than income, withholding or other taxes imposed upon Buyer), fees, costs, expenses (including attorneys' fees and disbursements) or disbursements (all of the foregoing, collectively "Indemnified Amounts") that may at any time (including, without limitation, such time as this Agreement shall no longer be in effect and the Transactions shall have been repaid in full) be imposed on or asserted against any Indemnified Party in any way whatsoever arising out of or in connection with, or relating to, this Agreement or any Transactions hereunder or any action taken or omitted to be taken by any Indemnified Party under or in connection with any of the foregoing, in each case other than for any matter caused by the fraud or gross negligence of such Indemnified Party as determined by a final, non-appealable judgment by a court of competent jurisdiction. Without limiting the generality of the foregoing, Seller agrees to hold each Indemnified Party harmless from and indemnify each Indemnified Party against all Indemnified Amounts with respect to all Purchased Assets relating to or arising out of any violation or alleged violation of any environmental law, rule or regulation or any consumer credit laws, including without limitation ERISA, the Truth in Lending Act and/

or the Real Estate Settlement Procedures Act. In any suit, proceeding or action brought by any Indemnified Party in connection with any Purchased Asset for any sum owing thereunder, or

to enforce any provisions of any Purchased Asset, Seller will save, indemnify and hold such Indemnified Party harmless from and against all expense (including attorneys' fees), loss or damage suffered by reason of any defense, set-off, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by Seller of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from Seller. Seller also agrees to reimburse Buyer as and when billed by Buyer for all Buyer's reasonable costs and out-of-pocket expenses incurred in connection with Buyer's due diligence reviews with respect to the Purchased Assets (including, without limitation, those incurred pursuant to Article 26 and Article 3 (including, without limitation, all Pre-Transaction Legal Expenses, even if the underlying prospective Transaction for which they were incurred does not take place for any reason) and the enforcement or the preservation of Buyer's rights under this Agreement, any Transaction Documents or Transaction contemplated hereby, including without limitation the fees and disbursements of its counsel. Seller hereby acknowledges that the obligations of Seller hereunder are a recourse obligation of Seller. This Article 25 shall not apply with respect to Taxes other than any Taxes that represent Indemnified Amounts arising from any non-Tax claim.

ARTICLE 26.
DUE DILIGENCE

Seller acknowledges that Buyer has the right to perform continuing due diligence reviews with respect to the Purchased Assets, for purposes of verifying compliance with the representations, warranties and specifications made hereunder, or otherwise, and Seller agrees that upon reasonable prior notice to Seller, Buyer or its authorized representatives will be permitted during normal business hours to examine, inspect, and make copies and extracts of, the Purchased Asset Files, Servicing Records and any and all documents, records, agreements, instruments or information relating to such Purchased Assets in the possession or under the control of Seller, Primary Servicer, Interim Servicer, any other servicer or sub-servicer and/or the Custodian. Seller agrees to reimburse Buyer for any and all reasonable out-of-pocket costs and expenses incurred by Buyer with respect to continuing due diligence on the Purchased Assets during the term of this Agreement, which shall be paid by Seller to Buyer within five (5) days after receipt of an invoice therefor. Seller also shall make available to Buyer a knowledgeable financial or accounting officer for the purpose of answering questions respecting the Purchased Asset Files and the Purchased Assets. Without limiting the generality of the foregoing, Seller acknowledges that Buyer may enter into Transactions with Seller based solely upon the information provided by Seller to Buyer and the representations, warranties and covenants contained herein, and that Buyer, at its option, has the right at any time to conduct a partial or complete due diligence review on some or all of the Purchased Assets. Buyer may underwrite such Purchased Assets itself or engage a third party underwriter to perform such underwriting. Seller agrees to cooperate with Buyer and any third party underwriter in connection with such underwriting, including, but not limited to, providing Buyer and any third party underwriter with access to any and all documents, records, agreements, instruments or information relating to such Purchased Assets in the possession, or under the control, of Seller. Seller further agrees that Seller shall reimburse Buyer for any and all attorneys' fees, costs and expenses incurred by Buyer in connection with continuing due diligence on Eligible Assets and Purchased Assets.

ARTICLE 27. SERVICING

(a) Each servicer of any Purchased Asset (including, without limitation, the Interim Servicer and the Primary Servicer) shall service the Purchased Assets for the benefit of Buyer and Buyer's successors and assigns. Seller shall cause each such servicer (including, without limitation, the Interim Servicer and the Primary Servicer) to service the Purchased Assets at Seller's sole cost and for the benefit of Buyer in accordance with Accepted Servicing Practices; provided that, without prior written consent of Buyer in its sole discretion as required by Article 7(d), no servicer (including, without limitation, the Interim Servicer and the Primary Servicer) of any of the Purchased Assets shall take any action with respect to any Purchased Asset described in Article 7(d).

(b) Except as otherwise specified in the Confirmation related to a JPM Agented Purchased Asset, Seller agrees that Buyer is the owner of all Servicing Rights, servicing records, including, but not limited to, any and all servicing agreements (including, without limitation, the Primary Servicing Agreement, the Interim Servicing Agreement or any other servicing and/or subservicing agreement relating to the servicing of any or all of the Purchased Assets) (collectively, the "Servicing Agreements"), files, documents, records, data bases, computer tapes, copies of computer tapes, proof of insurance coverage, insurance policies, appraisals, other closing documentation, payment history records, and any other records relating to or evidencing the servicing and/or subservicing of Purchased Assets (the "Servicing Records"), so long as the Purchased Assets are subject to this Agreement. Seller covenants to safeguard such Servicing Records and to deliver them promptly to Buyer or its designee (including the Custodian) at Buyer's request.

(c) Except as otherwise specified in the Confirmation related to a JPM Agented Purchased Asset, upon the occurrence and during the continuance of an Event of Default, Buyer may, in its sole discretion, (i) sell its right to the Purchased Assets on a servicing released basis and/or (ii) terminate Primary Servicer, Interim Servicer or any other servicer or sub-servicer of the Purchased Assets (including, without limitation, Seller, in its capacity as servicer of the Purchased Assets), with or without cause, in each case without payment of any termination fee.

(d) Except as otherwise specified in the Confirmation related to a JPM Agented Purchased Asset, Seller shall not employ sub-servicers or any other servicer other than Primary Servicer pursuant to the Primary Servicing Agreement or Interim Servicer pursuant to the Interim Servicing Agreement to service the Purchased Assets without the prior written approval of Buyer, in Buyer's sole discretion. If the Purchased Assets are serviced by a sub-servicer or any other servicer, Seller shall, irrevocably assign all rights, title and interest (if any) in the servicing agreements in the Purchased Assets to Buyer. Seller shall cause all servicers other than the Interim Servicer (including, without limitation, the Primary Servicer) and sub-servicers engaged by Seller to execute the Servicer Notice with Buyer acknowledging Buyer's ownership of the Purchased Assets and Servicing Rights and Buyer's security interest and agreeing that each servicer and/or sub servicer shall immediately transfer all Income and other amounts with respect to the Purchased Assets to Buyer in accordance with the applicable Servicing Agreement

and so long as any Purchased Asset is owned by Buyer hereunder, following notice from Buyer to Seller and each such servicer of an Event of Default under this Agreement, each such servicer

(including the Interim Servicer and Primary Servicer) or sub-servicer shall take no action with regard to such Purchased Asset other than as specifically directed by Buyer. Seller shall cause each Servicing Agreement (including the Interim Servicing Agreement) to be consistent with the terms of this Agreement and each Servicer (including the Interim Servicer) to comply with such terms.

a. The payment of servicing fees shall be subordinate to payment of amounts outstanding under any Transaction and this Agreement.

b. For the avoidance of doubt, Seller retains no economic rights to the servicing of the Purchased Assets. As such, Seller expressly acknowledges that the Purchased Assets are sold to Buyer on a "servicing released" basis with such servicing retained by Buyer.

c. Contemporaneously with the execution of this Agreement on the Closing Date, Buyer, Seller and Interim Servicer shall enter into the Interim Servicing Agreement. The Interim Servicing Agreement shall automatically terminate on the (thirtieth) 30th day following its execution and at the end of each thirty (30) day period thereafter, unless, in each case, Buyer shall agree, by prior written notice to the Interim Servicer to be delivered on or before the Remittance Date immediately preceding each such scheduled termination date, to extend the termination date an additional thirty (30) days. Neither Seller nor Interim Servicer may assign its rights or obligations under the Interim Servicing Agreement without the prior written consent of Buyer.

ARTICLE 28.
MISCELLANEOUS

(a) Seller hereby acknowledges and agrees that Buyer may either securitize or participate, syndicate or otherwise sell interests in the Transactions, any Transaction and/or any portion thereof (any such transaction, a "Secondary Market Transaction"). To the extent Buyer desires to implement any Secondary Market Transaction, Seller agrees to reasonably cooperate with Buyer, at Buyer's sole cost and expense (including, without limitation, Buyer's attorneys' fees and costs and Seller's reasonable attorneys' fees and costs), to plan, structure, negotiate, implement and execute such Secondary Market Transaction; provided that such Secondary Market Transaction has no material adverse tax consequence on Seller or its direct or indirect owners. Seller hereby further acknowledges and agrees that (i) Buyer reserves the right to convert any Transaction or Transactions (or any portion thereof) at any time (including in connection with a Secondary Market Transaction) to components, *pari passu* financing or subordinate financing, including one or more tranches of preferred equity, subordinate debt, multiple notes, or participation interests, each subordinate to such loan ("Subordinate Financing", and the senior portion of any such Subordinate Financing, the "Senior Tranche"), and (ii) any such Subordinate Financing shall have individual coupon rates that, when blended with the Senior Tranche in the aggregate, shall equal at all times the Price Differential. Seller acknowledges and agrees that the terms of any such Subordinate Financing will provide that a default under the Senior Tranche shall be a default under the respective Subordinate Financing. Seller consents to disclosure by Buyer or any of its Affiliates of the Purchased Assets, collateral therefor and Seller's and its Affiliates' and/or principals' operating and financial statements in connection with the servicing of any Purchased Assets and any Secondary Market Transaction.

a. All rights, remedies and powers of Buyer hereunder and in connection herewith are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers of Buyer whether under law, equity or agreement. In addition to the rights and remedies granted to it in this Agreement, to the extent this Agreement is determined to create a security interest, Buyer shall have all rights and remedies of a secured party under the UCC.

b. The Transaction Documents may be executed in counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

c. The headings in the Transaction Documents are for convenience of reference only and shall not affect the interpretation or construction of the Transaction Documents.

d. Without limiting the rights and remedies of Buyer under the Transaction Documents, Seller shall pay Buyer's reasonable actual out-of-pocket costs and expenses, including reasonable fees and expenses of accountants, attorneys and advisors, incurred in connection with the preparation, negotiation, execution and consummation of, and any amendment, supplement or modification to, the Transaction Documents and the Transactions thereunder, whether or not such Transaction Document (or amendment thereto) or Transaction is ultimately consummated. Seller agrees to pay Buyer on demand all costs and expenses (including reasonable expenses for legal services of every kind) of any subsequent enforcement of any of the provisions hereof, or of the performance by Buyer of any obligations of Seller in respect of the Purchased Assets, or any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement in respect of any of the Purchased Items and for the custody, care or preservation of the Purchased Items (including insurance costs) and defending or asserting rights and claims of Buyer in respect thereof, by litigation or otherwise. In addition, Seller agrees to pay Buyer on demand all reasonable costs and expenses (including reasonable expenses for legal services) incurred in connection with the maintenance of the Depository Account and registering the Purchased Items in the name of Buyer or its nominee. All such expenses shall be recourse obligations of Seller to Buyer under this Agreement.

e. In addition to any rights now or hereafter granted under applicable law or otherwise, and not by way of limitation of such rights, Seller hereby grants to Buyer and its Affiliates a right of offset, to secure repayment of all amounts owing to Buyer or its Affiliates by Seller under the Transaction Documents, upon any and all monies, securities, collateral or other property of Seller and the proceeds therefrom, now or hereafter held or received by Buyer or its Affiliates or any entity under the Control of Buyer or its Affiliates and its respective successors and assigns (including, without limitation, branches and agencies of Buyer, wherever located), for the account of Seller, whether for safekeeping, custody, pledge, transmission, collection, or otherwise, and also upon any and all deposits (general or specified) and credits of Seller at any time existing. Buyer and its Affiliates are hereby authorized at any time and from time to time upon the occurrence and during the continuance of an Event of Default, without notice to Seller, to offset, appropriate, apply and enforce such right of offset against any and all items hereinabove referred to against any amounts owing to Buyer or its Affiliates by Seller thereof

under the Transaction Documents or any other agreement, irrespective of whether Buyer or its Affiliates shall have made any demand hereunder and although such amounts, or any of them,

shall be contingent or unmatured and regardless of any other collateral securing such amounts. Seller shall be deemed directly indebted to Buyer and its Affiliates in the full amount of all amounts owing to Buyer and its Affiliates by Seller under the Transaction Documents or any other agreement, and Buyer and its Affiliates shall be entitled to exercise the rights of offset provided for above. ANY AND ALL RIGHTS TO REQUIRE BUYER OR ITS AFFILIATES TO EXERCISE THEIR RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL OR PURCHASED ITEMS THAT SECURE THE AMOUNTS OWING TO BUYER OR ITS AFFILIATES BY SELLER UNDER THE TRANSACTION DOCUMENTS, PRIOR TO EXERCISING THEIR RIGHT OF OFFSET WITH RESPECT TO SUCH MONIES, SECURITIES, COLLATERAL, DEPOSITS, CREDITS OR OTHER PROPERTY OF SELLER, ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED BY SELLER.

a. All information regarding the terms set forth in any of the Transaction Documents or the Transactions shall be kept confidential and shall not be disclosed by either party hereto to any Person except (a) to the Affiliates of such party or its or their respective directors, officers, employees, agents, advisors, attorneys, accountants and other representatives who are informed of the confidential nature of such information and instructed to keep it confidential, (b) to the extent requested by any regulatory authority, stock exchange, government department or agency, or required by Requirements of Law, (c) to the extent required to be included in the financial statements of either party or an Affiliate thereof, (d) to the extent required to exercise any rights or remedies under the Transaction Documents, Purchased Assets or Underlying Mortgaged Properties, (e) to the extent required to consummate and administer a Transaction, (f) in the event any party is legally compelled to make pursuant to deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process by court order of a court of competent jurisdiction, (g) to the extent required to be included in the publically filed financial statements or other public filings of such party or an Affiliate thereof, and (h) to any actual or prospective Participant, Assignee or Qualified Hedge Counterparty that agrees to comply with this Article 28(g); provided, that, except with respect to the disclosures by Buyer under this Article 28(g), no such disclosure made with respect to any Transaction Document shall include a copy of such Transaction Document to the extent that a summary would suffice, but if it is necessary for a copy of any Transaction Document to be disclosed, all pricing and other economic terms set forth therein shall be redacted before disclosure.

b. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

c. This Agreement contains a final and complete integration of all prior expressions by the parties with respect to the subject matter hereof and thereof and shall constitute the entire agreement among the parties with respect to such subject matter, superseding all prior oral or written understandings.

d. The parties understand that this Agreement is a legally binding agreement that may affect such party's rights. Each party represents to the other that it has received legal advice

from counsel of its choice regarding the meaning and legal significance of this Agreement and that it is satisfied with its legal counsel and the advice received from it.

a. Should any provision of this Agreement require judicial interpretation, it is agreed that a court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any Person by reason of the rule of construction that a document is to be construed more strictly against the Person who itself or through its agent prepared the same, it being agreed that all parties have participated in the preparation of this Agreement.

b. The following rules set forth in this paragraph apply to this Agreement unless the context requires otherwise. Headings are for convenience only and do not affect interpretation. The singular includes the plural and conversely. A gender includes all genders. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. A reference to an Article, Section, Subsection, Paragraph, Subparagraph, Clause, Annex, Schedule, Appendix, Attachment, Rider or Exhibit is, unless otherwise specified, a reference to an Article, Section, Subsection, Paragraph, Subparagraph or Clause of, or Annex, Schedule, Appendix, Attachment, Rider or Exhibit to, this Agreement, all of which are hereby incorporated herein by this reference and made a part hereof. A reference to a party to this Agreement or another agreement or document includes the party's successors, substitutes or assigns permitted by the Transaction Documents. A reference to an agreement or document is to the agreement or document as amended, restated, modified, novated, supplemented or replaced, except to the extent prohibited by any Transaction Document. A reference to legislation or to a provision of legislation includes a modification, codification, replacement, amendment or reenactment of it, a legislative provision substituted for it and a rule, regulation or statutory instrument issued under it. A reference to writing includes a facsimile or electronic transmission and any means of reproducing words in a tangible and permanently visible form. A reference to conduct includes an omission, statement or undertaking, whether or not in writing. A Default or Event of Default exists until it has been cured or waived in writing by Buyer. The words "hereof," "herein," "hereunder" and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement, unless the context clearly requires or the language provides otherwise. The word "including" is not limiting and means "including without limitation." The word "any" is not limiting and means "any and all" unless the context clearly requires or the language provides otherwise. In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including," the words "to" and "until" each mean "to but excluding," and the word "through" means "to and including." References to "good faith" in this Agreement shall mean "honesty in fact in the conduct or transaction concerned". The words "will" and "shall" have the same meaning and effect. A reference to day or days without further qualification means calendar days. A reference to any time means New York time. This Agreement may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall each be performed in accordance with their respective terms. Unless the context otherwise clearly requires, all accounting terms not expressly defined herein shall be construed in accordance with GAAP, and all accounting determinations, financial computations and financial statements required hereunder shall be made in accordance with GAAP, without duplication of amounts,

and on a consolidated basis with all Subsidiaries. All terms used in Articles 8 and 9 of the UCC, and used but not specifically defined herein, are used herein as

defined in such Articles 8 and 9. A reference to "fiscal year" and "fiscal quarter" means the fiscal periods of the applicable Person referenced therein. A reference to an agreement includes a security interest, guarantee, agreement or legally enforceable arrangement whether or not in writing. A reference to a document includes an agreement (as so defined) in writing or a certificate, notice, instrument or document, or any information recorded in computer disk form. Whenever a Person is required to provide any document to Buyer under the Transaction Documents, the relevant document shall be provided in writing or printed form unless Buyer requests otherwise. At the request of Buyer, the document shall be provided in computer disk form or both printed and computer disk form. The Transaction Documents are the result of negotiations between the parties hereto, have been reviewed by counsel to Buyer and counsel to Seller, and are the product of both Parties. No rule of construction shall apply to disadvantage one party on the ground that such party proposed or was involved in the preparation of any particular provision of the Transaction Documents or the Transaction Documents themselves. Except where otherwise expressly stated, Buyer may give or withhold, or give conditionally, approvals and consents, and may form opinions and make determinations, in its sole and absolute discretion. Reference herein or in any other Transaction Document to Buyer's discretion, shall mean, unless otherwise expressly stated herein or therein, Buyer's sole and absolute discretion, and the exercise of such discretion shall be final and conclusive. In addition, whenever Buyer has a decision or right of determination, opinion or request, exercises any right given to it to agree, disagree, accept, consent, grant waivers, take action or no action or to approve or disapprove (or any similar language or terms), or any arrangement or term is to be satisfactory or acceptable to or approved by Buyer (or any similar language or terms), the decision of Buyer with respect thereto shall be in the sole and absolute discretion of Buyer, and such decision shall be final and conclusive, except as may be otherwise specifically provided herein.

a. Each Affiliated Hedge Counterparty is an intended third party beneficiary of this Agreement and the parties hereto agree that this Agreement shall not be amended or otherwise modified without the written consent of each Affiliated Hedge Counterparty, such consent not to be unreasonably withheld.

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WITNESS WHEREO: . the pa.t1:i s have ex cuted th:·s Agreement as of Ahe day first written 'lbove.

BUYER:

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION , a national banᵢcir. **.S** association

By: /s/ Jennifer Lewin
Name: Jennifer Lewin
Title: Vice President

SELLER:

AG MIT CREL II, LLC, a Delaware limited liability company

By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: Secretary

Exhibit 10.45

Execution Version

GUARANTEE AGREEMENT

GUARANTEE AGREEMENT, dated as of August 10, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, this "Guarantee"), made by AG Mortgage Investment Trust, Inc., a Maryland corporation ("Guarantor") in favor of JPMorgan Chase Bank, National Association, a national banking association organized under the laws of the United States ("Buyer").

RECITALS

Pursuant to that certain Master Repurchase Agreement, dated as of August 10, 2018 (as amended, supplemented or otherwise modified from time to time, the "Repurchase Agreement"), between Buyer and AG MIT CREL II, LLC ("Seller"), Seller has agreed to sell, from time to time, to Buyer certain Eligible Assets (as defined in the Repurchase Agreement, upon purchase by Buyer, each a "Purchased Asset" and, collectively, the "Purchased Assets"), upon the terms and subject to the conditions as set forth therein. Pursuant to the terms of that certain Custodial Agreement dated August 10, 2018 (the "Custodial Agreement") by and among Buyer, Seller and Wells Fargo Bank, National Association (the "Custodian"), Custodian is required to take possession of the Purchased Assets, along with certain other documents specified in the Custodial Agreement, as Custodian of Buyer and any future purchaser, on several delivery dates, in accordance with the terms and conditions of the Custodial Agreement. Pursuant to the terms of that certain Pledge Agreement dated as of August 10, 2018 (the "Pledge Agreement") made by AG MIT, LLC ("Pledgor") in favor of Buyer, Pledgor has pledged to Buyer all of the Pledged Collateral (as defined in the Pledge and Security Agreement). The Repurchase Agreement, the Custodial Agreement, the Depository Agreement, the Servicing Agreement, the Fee Letter, this Guarantee and any other agreements executed in connection with the Repurchase Agreement shall be referred to herein as the "Governing Agreements".

It is a condition precedent to the purchase by Buyer of the Purchased Assets pursuant to the Repurchase Agreement that Guarantor shall have executed and delivered this Guarantee with respect to the due and punctual payment and performance when due, whether at stated maturity, by acceleration of the Repurchase Date or otherwise, of all of the following, subject to the terms and conditions contained herein: (a) all payment obligations owing by Seller to Buyer under or in connection with the Repurchase Agreement or any other Governing Agreements; (b) any and all extensions, renewals, modifications, amendments or substitutions of the foregoing; (c) all fees and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that are incurred by Buyer in the enforcement of any of the foregoing or any obligation of Guarantor hereunder; and (d) any other obligations of Seller and Pledgor with respect to Buyer under each of the Governing Agreements (collectively, the "Obligations").

NOW, THEREFORE, in consideration of the foregoing premises, to induce Buyer to enter into the Governing Agreements and to enter into the transaction contemplated thereunder, Guarantor hereby agrees with Buyer, as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings given them in the Repurchase Agreement.

"Agency Securities" shall mean any securities issued by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Government National Mortgage Association (or, in each case, any successor thereto).

"Recourse Indebtedness" shall mean, as of any date of determination, the aggregate Indebtedness (including, without limitation, all Indebtedness in respect of repurchase agreements, loans, bonds or other financings and off balance sheet Indebtedness, but excluding contingent obligations that have terminated or in respect of which no claim has been made) of Guarantor and its consolidated Subsidiaries, without duplication, determined in accordance with GAAP, for which and to the extent Guarantor or any of its consolidated Subsidiaries is personally responsible or liable as obligor or guarantor, as of such date.

"Total Equity" shall mean, with respect to Guarantor and its consolidated Subsidiaries as of the last day of any fiscal quarter of Guarantor, Guarantor's consolidated shareholder's equity (excluding accumulated other comprehensive income) as of such date of determination, as shown on Guarantor's unaudited quarterly or audited annual balance sheet, as applicable for such day, prepared in accordance with GAAP as of such day.

"Total Investment Percentage" shall mean, with respect to Guarantor as of any date of determination, the sum of Guarantor's Agency Securities, at fair value (as stated on Guarantor's balance sheet as of such date) and U.S. Treasury Securities, at fair value (as stated on Guarantor's balance sheet as of such date), expressed as a percentage of the sum of Guarantor's Total Real Estate Investments as of such date and U.S. Treasury Securities, at fair value (as stated on Guarantor's balance sheet as of such date).

"Total Monthly Indebtedness" shall mean, with respect to Guarantor and its consolidated Subsidiaries as of the last calendar day of any month, all Recourse Indebtedness of Guarantor as of such date, prepared in accordance with GAAP.

"Total Monthly Equity" shall mean, with respect to Guarantor and its consolidated Subsidiaries as of the last calendar day of any month, the sum of (i) the fair market value of preferred stock of Guarantor and its consolidated Subsidiaries as of such date, plus
(ii) consolidated stockholder's equity as of such date, in each case, as determined in accordance with GAAP.

"Total Real Estate Investments" shall mean, with respect to Guarantor as of any date of determination, all real estate securities, loans and mortgage servicing rights that would, in each case, generally be classified as a real estate investment in accordance with GAAP.

"U.S. Treasury Securities" shall mean any debt obligations issued by the Department of the Treasury of the United States of America, payment on which is guaranteed by the full faith and credit of the United States of America.

2. Guarantee. (a) Subject to the limits on liability set forth in Sections 2(b),

2(c) and 2(d) below, as applicable, Guarantor hereby unconditionally and irrevocably guarantees to Buyer the prompt and complete payment and performance of the Obligations by Seller and Pledgor when due (whether at the stated maturity, by acceleration or otherwise).

(b) Notwithstanding anything in Section 2(a) to the contrary, but subject in all cases to Sections 2(c), 2(d) and 2(e) below, the maximum liability of the Guarantor hereunder shall in no event exceed twenty-five percent (25%) of the then-currently unpaid aggregate Repurchase Price of all Purchased Assets.

(c) Notwithstanding the foregoing, the limitation on recourse liability as set forth in Section 2(b) above SHALL BECOME NULL AND VOID and shall be of no force and effect and the Obligations shall be fully recourse to Guarantor upon the occurrence of any of the following:

(i) a voluntary bankruptcy or insolvency proceeding is commenced by Seller, Pledgor or Guarantor under the Bankruptcy Code or any similar federal or state law;

(ii) an involuntary bankruptcy or insolvency proceeding is commenced against Seller, Pledgor or Guarantor in connection with which Seller, Pledgor or Guarantor or any Affiliate of any of the foregoing (alone or in any combination) has or have colluded in any way with the creditors commencing or filing such proceeding; or

(iii) any material breach of the separateness covenants set forth in Articles 11(r) or (s) of the Repurchase Agreement that results in the substantive consolidation of any of the assets and/or liabilities of Seller with the assets and/or liabilities of any other entity in a federal or state bankruptcy or insolvency proceeding.

(b) In addition to the forgoing and notwithstanding the limitation on recourse liability set forth in Section 2(b) above, Guarantor shall be liable for any actual losses, costs, claims, expenses or other liabilities incurred by Buyer, arising out of or attributable to the following items:

(i) fraud or intentional misrepresentation by Seller, Pledgor, Guarantor, or any other Affiliate of Seller, Pledgor or Guarantor in connection with the execution and the delivery of this Guarantee, the Repurchase Agreement, or any other Transaction Document, or any certificate, report, financial statement or other instrument or document furnished to Buyer at the time of the closing of the Repurchase Agreement or during the term of the Repurchase Agreement;

(ii) any material breach of any representations and warranties by Guarantor contained in any of the Transaction Documents or herein and any breach by Guarantor or Seller or any of their respective Affiliates of any representations or warranties relating to Environmental Laws, or any indemnity for costs incurred in connection with the violation of any Environmental Law, the correction of any environmental condition, or the removal of any Materials of Environmental Concern, in each case in any way affecting Seller’s or Guarantor’s properties or any of the Purchased Assets; or

i. any material breach of the separateness covenants set forth in Articles 11(r) or (s) of the Repurchase Agreement other than as set forth in Section 2(c)(iii) above.

b. Guarantor further agrees to pay any and all actual expenses (including, without limitation, all reasonable fees and disbursements of counsel) that may be paid or incurred by Buyer in connection with (i) enforcing any of its rights hereunder, (ii) obtaining advice of counsel with respect to the enforcement, potential enforcement or analysis of its rights hereunder, and (iii) collecting any amounts owed to it hereunder. Without limiting the generality of the foregoing, Guarantor agrees to hold Buyer harmless from, and indemnify Buyer against, any and all losses, costs or expenses relating to the failure of Primary Servicer to remit any Income to the Depository Account, as required pursuant to the Primary Servicing Agreement or any Servicer Notice or Re-direction Letter. This Guarantee shall remain in full force and effect and be fully enforceable against Guarantor in all respects until the later of (i) the date upon which the Obligations are paid in full and (ii) the termination of the Repurchase Agreement, notwithstanding that from time to time prior thereto, Seller and/or Pledgor may be free from any Obligations.

c. No payment or payments made by Seller, Pledgor or any other Person or received or collected by Buyer from Seller, Pledgor or any other Person by virtue of any action or proceeding or any set-off or appropriation or application, at any time or from time to time, in reduction of or in payment of the Obligations shall be deemed to modify, reduce, release or otherwise affect the liability of Guarantor hereunder, and Guarantor shall, notwithstanding any such payment or payments, remain liable for the full amount of the Obligations under this Guarantee until the Obligations are paid in full.

d. Guarantor agrees that whenever, at any time, or from time to time, Guarantor shall make any payment to Buyer on account of any liability hereunder, Guarantor will notify Buyer in writing that such payment is made under this Guarantee for such purpose.

1. Subrogation. Upon making any payment hereunder, Guarantor shall be subrogated to the rights of Buyer against Seller and Pledgor and in any collateral for any Obligations with respect to such payment; provided, that Guarantor shall not seek to enforce any right or receive any payment by way of subrogation, or seek any contribution or reimbursement from Seller, until all amounts then owing by Seller or Pledgor to Buyer or any of its Affiliates under the Governing Agreements have been paid in full; provided, further, that such subrogation rights shall be subordinate in all respects to all amounts owing to Buyer under the Governing Agreements. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all of the Repurchase Obligations shall not have been paid in full, such amount shall be held by Guarantor in trust for Buyer, segregated from other funds of Guarantor, and shall, forthwith upon receipt by Guarantor, be turned over to Buyer in the exact form received by Guarantor (duly indorsed by Guarantor to Buyer, if required), to be applied against the Repurchase Obligations, whether matured or unmatured, in such order as Buyer may determine.

2. Amendments, etc. with Respect to the Obligations. Guarantor shall remain obligated hereunder notwithstanding that, without any reservation of rights against

Guarantor, and without notice to or further assent by Guarantor, any demand for payment of any of the Obligations made by Buyer may be rescinded by Buyer and any of the Obligations continued, and the Obligations, or the liability of any other party upon or for any part thereof, or any collateral security or guarantee therefor or right of offset with respect thereto, may, from time to time, in whole or in part, be renewed, extended, amended, modified, accelerated, compromised, waived, surrendered or released by Buyer, and any Governing Agreement and any other document in connection therewith may be amended, modified, supplemented or terminated, in whole or in part, as Buyer may deem advisable from time to time, and any collateral security, guarantee or right of offset at any time held by Buyer for the payment of the Obligations may be sold, exchanged, waived, surrendered or released. Buyer shall have no obligation to protect, secure, perfect or insure any lien at any time held by it as security for the Obligations or for this Guarantee or any property subject thereto. When making any demand hereunder against Guarantor, Buyer may, but shall be under no obligation to, make a similar demand on Seller, Pledgor or any other Person, and any failure by Buyer to make any such demand or to collect any payments from Seller, Pledgor or any such other Person or any release of Seller, Pledgor or such other Person shall not relieve Guarantor of its Obligations or liabilities hereunder, and shall not impair or affect the rights and remedies, express or implied, or as a matter of law, of Buyer against Guarantor. For the purposes hereof "demand" shall include the commencement and continuance of any legal proceedings.

1. Guarantee Absolute and Unconditional. (a) Guarantor hereby agrees that its obligations under this Guarantee constitute a guarantee of payment when due and not of collection. Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by Buyer upon this Guarantee or acceptance of this Guarantee; the Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guarantee; and all dealings between Seller, Pledgor and Guarantor, on the one hand, and Buyer, on the other hand, shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. Guarantor waives promptness, diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon Seller, Pledgor or this Guarantee with respect to the Obligations. This Guarantee shall be construed as a continuing, absolute and unconditional guarantee of payment without regard to (i) the validity, regularity or enforceability of any Governing Agreement, any of the Obligations or any collateral security therefor or guarantee or right of offset with respect thereto at any time or from time to time held by Buyer, (ii) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to or be asserted by Seller or Pledgor against Buyer, (iii) any requirement that Buyer exhaust any right to take any action against Seller, Pledgor or any other Person prior to or contemporaneously with proceeding to exercise any right against Guarantor under this Guarantee or (iv) any other circumstance whatsoever (with or without notice to, or knowledge of, Seller, Pledgor and Guarantor) that constitutes, or might be construed to constitute, an equitable or legal discharge of Seller and/or Pledgor for the Obligations or of Guarantor under this Guarantee, in bankruptcy or in any other instance. When pursuing its rights and remedies hereunder against Guarantor, Buyer may, but shall be under no obligation, to pursue such rights and remedies that Buyer may have against Seller, Pledgor or any other Person or against any collateral security or guarantee for the Obligations or any right of offset with respect thereto, and any failure by Buyer to pursue such other rights or remedies or to collect any payments from

Seller, Pledgor or any such other Person or to realize upon any such collateral security or guarantee or to exercise any such right of offset, or any release of Seller, Pledgor or any such other Person or any such collateral security, guarantee or right of offset, shall not relieve Guarantor of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Buyer against Guarantor. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon Guarantor and its successors and assigns thereof, and shall inure to the benefit of Buyer, and its permitted successors, endorsees, transferees and assigns, until all the Obligations and the obligations of Guarantor under this Guarantee shall have been satisfied by payment in full, notwithstanding that from time to time during the term of the Governing Agreements, Seller or Pledgor may be free from any Obligations.

(b) Without limiting the generality of the foregoing, Guarantor hereby agrees, acknowledges, and represents and warrants to Buyer as follows:

(i) Guarantor hereby waives any defense arising by reason of, and any and all right to assert against Buyer any claim or defense based upon, an election of remedies by Buyer that in any manner impairs, affects, reduces, releases, destroys and/or extinguishes Guarantor's subrogation rights, rights to proceed against Seller, Pledgor or any other guarantor for reimbursement or contribution, and/or any other rights of Guarantor to proceed against Seller, Pledgor, any other guarantor or any other person or security.

(ii) Guarantor is presently informed of the financial condition of Seller and Pledgor and of all other circumstances that diligent inquiry would reveal and that bear upon the risk of nonpayment of the Obligations. Guarantor hereby covenants that it will make its own investigation and will continue to keep itself informed about the financial condition of Seller and Pledgor and of all other circumstances that bear upon the risk of nonpayment and that it will continue to rely upon sources other than Buyer for such information and will not rely upon Buyer for any such information. Guarantor hereby waives the right, if any, to require Buyer to disclose to Guarantor any information that Buyer may now or hereafter acquire concerning such condition or circumstances.

(iii) Guarantor has independently reviewed the Governing Agreements and related agreements and has made an independent determination as to the validity and enforceability thereof, and in executing and delivering this Guarantee to Buyer, Guarantor is not in any manner relying upon the validity, and/or enforceability, and/or attachment, and/or perfection of any liens or security interests of any kind or nature granted by Seller or Pledgor to Buyer, now or at any time and from time to time in the future.

1. Reinstatement. This Guarantee shall continue to be effective, or be reinstated, as the case may be, if at any time payment, or any part thereof, of any of the Obligations is rescinded or must otherwise be restored or returned by Buyer upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Seller or Pledgor or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for Seller or Pledgor or any substantial part of the property of Seller or Pledgor, or otherwise, all as though such payments had not been made.

1. Payments. Guarantor hereby agrees that the Obligations will be paid to Buyer without set-off or counterclaim in U.S. Dollars at the address specified in writing by Buyer.

2. Representations and Warranties. Guarantor represents and warrants as of the date hereof and as of each Purchase Date under the Repurchase Agreement that:

(a) It is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation or organization, as the case may be. It is duly licensed, qualified, and in good standing in every state where such licensing or qualification is necessary for the transaction of its business. It has the power to own and hold the assets it purports to own and hold, and to carry on its business as now being conducted and proposed to be conducted, and has the power to execute, deliver, and perform its obligations under this Guarantee and the other Governing Agreements.

(b) This Guarantee has been duly executed and delivered by it, for good and valuable consideration. This Guarantee constitutes the legal, valid and binding obligations of it, enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency and other limitations on creditors' rights generally and equitable principles.

(c) Guarantor does not believe, nor does it have any reason or cause to believe, that it cannot perform in all respects all covenants and obligations contained in this Guarantee applicable to it.

(d) Neither the execution and delivery of this Guarantee nor compliance by it with the terms, conditions and provisions of this Guarantee will conflict with or result in a breach of any of the terms, conditions or provisions of (A) its organizational documents, (B) any contractual obligation to which it is now a party or constitute a default thereunder, or result thereunder in the creation or imposition of any lien upon any of its assets, (C) any judgment or order, writ, injunction, decree or demand of any court applicable to it, or (D) any applicable Requirement of Law.

(e) There is no action, suit, proceeding, investigation, or arbitration pending or threatened against Guarantor, Pledgor or Seller, or any of their respective assets (A) with respect to any of the Transaction Documents or any of the transactions contemplated hereby or thereby, or (b) that could have a Material Adverse Effect. Guarantor is in compliance in all material respects with all Requirements of Law. None of Guarantor, Pledgor or Seller is in default in any respect with respect to any judgment, order, writ, injunction, decree, rule or regulation of any arbitrator or Governmental Authority.

(f) Guarantor's execution and delivery of this Guarantee and its compliance with the terms and provisions hereof will not contravene or conflict with or result in the creation or imposition of any lien upon any of the property or assets of it pursuant to the terms of any indenture, mortgage, deed of trust, or other agreement or instrument to which it is a party or by which it may be bound, or to which it may be subject. No consent, approval, authorization, or order of any third party is required in connection with the execution and delivery by Guarantor of

this Guarantee or to consummate the transactions contemplated hereby that has not already been obtained.

a. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any Governmental Authority is required to authorize, or is required in connection with, (A) the execution, delivery and performance of this Guarantee, (B) the legality, validity, binding effect or enforceability of this Guarantee against it or (C) the consummation of the transactions contemplated by this Guarantee.

b. Guarantor has timely filed (taking into account all applicable extensions) all required federal income tax returns and all other material tax returns, domestic and foreign, required to be filed by it and has paid all taxes, assessments, fees, and other governmental charges payable by it, or with respect to any of its properties or assets, that have become due and payable except to the extent such amounts are being contested in good faith by appropriate proceedings for which appropriate reserves have been established in accordance with GAAP, and there is no claim relating to any such taxes now pending that was made in writing by any Governmental Authority and that is not being contested in good faith as provided above.

c. There are no judgments against Guarantor unsatisfied of record or docketed in any court located in the United States of America and no Act of Insolvency has ever occurred with respect to it.

1. Financial and other Covenants.

(a) On and as of the date hereof, each Purchase Date, and at all times until all Repurchase Obligations have been paid in full, Guarantor covenants that it will not:

(i) permit the Total Equity of Guarantor and its consolidated Subsidiaries as of the last day of the fiscal quarter most recently ended prior to such date to decline by 45% or more as compared against the Total Equity of Guarantor and its consolidated Subsidiaries as of the last day of the fiscal quarter 12 months prior thereto;

(ii) as of the last day of each calendar month, permit the ratio of (A) Total Monthly Indebtedness to (B) Total Monthly Equity to be greater than the Maximum Leverage Ratio as set forth in the applicable row in the table below; provided that Guarantor's failure to comply with such ratio as required under this clause (ii) will not constitute an Event of Default hereunder unless it has been continuing for 5 Business Days from last day of the applicable calendar month. If Guarantor has Knowledge that Guarantor's Maximum Leverage Ratio as applicable as of the last calendar day of any month per the table below has been exceeded, Guarantor shall promptly notify Buyer of such occurrence.

Total Investment Percentage	**Maximum Leverage Ratio**
≥ 85%	10.0 : 1
≥ 75% to < 85%	9.0: 1
≥ 62.5% to < 75%	8.0 : 1
≥ 50% to < 62.5%	7.0 : 1

≥ 20% to < 50%	5.0 : 1
< 20%	4.0 : 1

a. Guarantor's compliance with the covenants set forth in clause (a) above must be evidenced by (i) a monthly statement certified by Guarantor as true and correct demonstrating compliance with the Maximum Leverage Ratio, and which sets forth Guarantor's calculations of Total Monthly Equity, Total Monthly Indebtedness and Total Investment Percentage and (ii) Guarantor's quarterly and annual financial statements and a Covenant Compliance Certificate (which may be delivered by Guarantor) in respect of the calendar month most recently ended, in the form of Exhibit XVI to the Repurchase Agreement furnished together therewith, as provided by Seller to Buyer pursuant to Article 11(j) of the Repurchase Agreement, and compliance with all such covenants are subject to continuing verification by Buyer.

1. Further Covenants of Guarantor.

(a) Taxes. Guarantor has timely filed (taking into account all applicable extensions) all required federal income tax returns and all other material tax returns, domestic and foreign, required to be filed by it and has paid all taxes, assessments, fees, and other governmental charges payable by it, or with respect to any of its properties or assets, that have become due and payable except to the extent such amounts are being contested in good faith by appropriate proceedings diligently conducted and for which appropriate reserves have been established in accordance with GAAP. No tax liens have been filed against Guarantor or any of Guarantor's assets, and, as of the date hereof, no claims are being asserted with respect to any such taxes, fees or other charges.

(b) PATRIOT Act.

(i) Guarantor is in compliance, in all respects, with (A) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other applicable enabling legislation or executive order relating thereto, and (B) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA Patriot Act of 2001). No part of the proceeds of any Transaction will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(ii) Guarantor agrees that, from time to time upon the prior written request of Buyer, it shall (A) execute and deliver such further documents, provide such additional information and reports and perform such other acts as Buyer may reasonably request in order to insure compliance with the provisions hereof (including, without limitation, compliance with the USA PATRIOT Act of 2001 and to fully effectuate the purposes of this Guarantee and
(B) provide such opinions of counsel concerning matters relating to this Guarantee as Buyer may reasonably request; provided, however, that nothing in this Section 10(b) shall be construed as requiring Buyer to conduct any inquiry or decreasing Guarantor's responsibility for its statements, representations, warranties or covenants hereunder. In order to enable Buyer and its

Affiliates to comply with any anti-money laundering program and related responsibilities including, but not limited to, any obligations under the USA Patriot Act of 2001 and regulations thereunder, Guarantor on behalf of itself and its Affiliates represents to Buyer and its Affiliates that neither Guarantor, nor any of its Affiliates, is a Prohibited Investor, and Guarantor is not acting on behalf of or for the benefit of any Prohibited Investor. Guarantor agrees to promptly notify Buyer or a person appointed by Buyer to administer their anti-money laundering program, if applicable, of any change in information affecting this representation and covenant.

a. Office of Foreign Assets Control. Guarantor warrants, represents and covenants that neither Guarantor nor any of its Affiliates are or will be an entity or person
(A) that is listed in the Annex to, or is otherwise subject to the provisions of, Executive Order 13224 issued on September 24, 2001 ("EO13224"); (B) whose name appears on the United States Treasury Department's Office of Foreign Assets Control's most current list of "Specifically Designed National and Blocked Persons"; (C) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224; or (D) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in (A) through (D) above are herein referred to as a "Prohibited Person"). Guarantor covenants and agrees that neither it nor any of its Affiliates will knowingly (1) conduct any business, nor engage in any transaction or dealing, with any Prohibited Person or (2) engage in or conspire to engage in any transaction that evades or avoids or that the purpose of evading or avoiding any of the prohibitions of EO13224. Guarantor further covenants and agrees to deliver to Buyer any such certification or other evidence as may be requested by Buyer in its sole and absolute discretion, confirming that neither it nor any of its Affiliates is a Prohibited Person and neither Guarantor nor any of its Affiliates has knowingly engaged in any business transaction or dealings with a Prohibited Person, including, but not limited to, the making or receiving any contribution of funds, goods or services to or for the benefit of a Prohibited Person.

b. Financial Reporting. Guarantor shall provide, or cause to be provided, to Buyer the following financial and reporting information:

(i) Within fifteen (15) days of the last day of each calendar month, a statement of Guarantor and its consolidated Subsidiaries setting forth the Guarantor's compliance with the covenant set forth in Section 9(a)(ii), together with a summary of the applicable calculations with respect thereto;

(ii) Within forty-five (45) calendar days after the last day of each of the first three fiscal quarters in any fiscal year, a quarterly reporting package substantially in the form of Exhibit III-B attached to the Repurchase Agreement;

(iii) Within ninety (90) calendar days after the last day of its fiscal year, an annual reporting package substantially in the form of Exhibit III-C attached to the Repurchase Agreement; and

(iv) Upon Buyer's request, copies of Guarantor's consolidated Federal Income Tax returns, if any, delivered within thirty (30) days after the earlier of (A) filing or (B) the last filing extension period.

a. Compliance with Obligations and Laws. Guarantor shall at all times (i) comply with all contractual obligations, (ii) comply in all material respects with all laws, ordinances, rules, regulations and orders, and comply in all respects with Environmental Laws, ordinances, rules, regulations and orders, in each case, of any Governmental Authority or any other federal, state, municipal or other public authority having jurisdiction over Guarantor or any of its assets, (iii) maintain and preserve its legal existence, and (iv) preserve all of its rights, privileges, licenses and franchises necessary for the operation of its business.

b. Books and Records. Guarantor shall at all times keep proper books of records and accounts in which full, true and correct entries shall be made of its transactions fairly in accordance with GAAP, and set aside on its books from its earnings for each fiscal year all such proper reserves in accordance with GAAP.

c. Change of Name; Place of Business. Guarantor shall advise Buyer in writing of the opening of any new chief executive office or the closing of any such office of Guarantor and of any change in Guarantor's name or jurisdiction of organization not less than fifteen (15) Business Days prior to taking any such action.

d. Accuracy of Information. No information with respect to the Purchased Assets furnished in writing on behalf of Guarantor shall prove to have been false or misleading in any respect as of the time made or furnished.

1. Right of Set-off. Guarantor hereby irrevocably authorizes Buyer and its Affiliates, without notice to Guarantor, any such notice being expressly waived by Guarantor, to set-off and appropriate and apply any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by Buyer to or for the credit or the account of Guarantor, or any part thereof in such amounts as Buyer may elect, against and on account of the obligations and liabilities of Guarantor to Buyer hereunder and claims of every nature and description of Buyer against Guarantor, in any currency, arising under any Governing Agreement, as Buyer may elect, whether or not Buyer has made any demand for payment and although such obligations, liabilities and claims may be contingent or unmatured. Buyer shall notify Guarantor promptly of any such set-off and the application made by Buyer, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of Buyer under this Section 11 are in addition to other rights and remedies (including, without limitation, other rights of set-off) that the Buyer may have.

2. Severability. Any provision of this Guarantee that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

1. Section Headings. The section headings used in this Guarantee are for convenience of reference only and shall not affect the interpretation or construction of this Guarantee.

2. No Waiver; Cumulative Remedies. Buyer shall not by any act (except by a written instrument pursuant to Section 15 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any default or event of default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Buyer, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Buyer of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that Buyer would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

3. Waivers and Amendments; Successors and Assigns; Governing Law. None of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Guarantor and Buyer, except that any provision of this Guarantee may be waived by Buyer in a letter or agreement specifically waiving such terms and executed solely by Buyer. This Guarantee shall be binding upon Guarantor's successors and assigns and shall inure to the benefit of Buyer, and Buyer's respective successors and assigns. **THIS GUARANTEE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTEE, THE RELATIONSHIP OF THE PARTIES TO THIS GUARANTEE, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES TO THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS AND DECISIONS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CHOICE OF LAW RULES THEREOF. THE PARTIES HERETO INTEND THAT THE PROVISIONS OF SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY TO THIS GUARANTEE.**

4. Notices. Notices by Buyer to Guarantor shall be given in writing, addressed to Guarantor at the address or transmission number set forth under its signature below and shall be effective for all purposes if hand delivered or sent by (a) hand delivery, with proof of delivery, (b) certified or registered United States mail, postage prepaid, (c) expedited prepaid delivery service, either commercial or United States Postal Service, with proof of delivery or (d) by email, provided that such email notice must also be delivered by one of the means set forth above, to the address or transmission number set forth under its signature below or at such other address and person as shall be designated from time to time by Guarantor, as the case may be, in a written notice to Buyer. A notice shall be deemed to have been given: (w) in the case of hand delivery, at the time of delivery, (x) in the case of registered or certified mail, when delivered or the first attempted delivery on a Business Day, (y) in the case of expedited prepaid delivery upon the first attempted delivery on a Business Day, or (z) in the case of email, upon receipt of confirmation, provided that such email notice was also delivered as required in this Section 16.

If Guarantor receives a notice that does not comply with the technical requirements for notice under this Section 16 it may elect to waive any deficiencies and treat the notice as having been properly given. Notice by Guarantor to Buyer shall be given in the manner set forth in Article 15 of the Repurchase Agreement.

1. SUBMISSION TO JURISDICTION; WAIVERS. EACH OF BUYER AND GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(A) SUBMITS IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE OR THE OTHER LOAN DOCUMENTS TO WHICH GUARANTOR IS A PARTY, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND APPELLATE COURTS FROM ANY THEREOF;

(B) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(C) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO GUARANTOR AT ITS ADDRESS SET FORTH UNDER GUARANTOR'S SIGNATURE BELOW OR AT SUCH OTHER ADDRESS OF WHICH BUYER SHALL HAVE BEEN NOTIFIED IN WRITING BY GUARANTOR; AND

(D) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION.

2. Integration. This Guarantee represents the agreement of Guarantor with respect to the subject matter hereof and there are no promises or representations by Buyer relative to the subject matter hereof not reflected herein.

3. Execution. This Guarantee may be executed in counterparts, each of which so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument. Delivery by telecopier or other electronic transmission (including a .pdf e-mail transmission) of an executed counterpart of a signature page to this Guarantee shall be effective as delivery of an original executed counterpart of this Guarantee.

1. Acknowledgments. Guarantor hereby acknowledges that:

(a) it has been advised by counsel in the negotiation, execution and delivery of this Guarantee and the related documents;

(b) Buyer has no fiduciary relationship to it, and the relationship between Buyer and Guarantor is solely that of surety and creditor; and

(c) no joint venture exists between or among any of Buyer, on the one hand, and Seller, Pledgor and/or Guarantor on the other hand.

2. Intent. Guarantor intends for this Guarantee to be a credit enhancement related to a repurchase agreement, within the meaning of Section 101(47) of the Bankruptcy Code and, therefore, for this Guarantee to be itself a repurchase agreement, within the meaning of Section 101(47) and Section 559 of the Bankruptcy Code.

3. WAIVERS OF JURY TRIAL. EACH OF BUYER AND GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE OR ANY RELATED DOCUMENT AND FOR ANY COUNTERCLAIM HEREIN OR THEREIN.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be duly executed and delivered as of the date fi above written.

AG MORTGAGE INVESTMENT TRUST, INC., a Maryland corporation

By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: General Counsel

Address:
Angelo, Gordon & Co. 245 Park Avenue
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EXECUTION

AMENDED AND RESTATED MASTER REPURCHASE AGREEMENT

CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, as administrative agent ("Administrative Agent"),

CREDIT SUISSE AG, a company incorporated in Switzerland, acting through its Cayman Islands Branch ("CS Cayman" and a "Buyer"),

ALPINE SECURITIZATION LTD ("Alpine" and a "Buyer"),

and

MORTGAGE ACQUISITION TRUST I LLC ("Seller" and together with any other seller joined hereto from time to time, the "Sellers")

Dated April 3, 2020

TABLE OF CONTENTS

SCHEDULES

EXHIBITS

This is an AMENDED AND RESTATED MASTER REPURCHASE AGREEMENT, dated as of April 3, 2020, by and among CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, ("Administrative Agent") on behalf of Buyers, CREDIT SUISSE AG, a company incorporated in Switzerland, acting through its Cayman Islands Branch ("CS Cayman" and a "Buyer"), ALPINE SECURITIZATION LTD ("Alpine" and a "Buyer"), MORTGAGE ACQUISITION TRUST I LLC ("MAT Seller" and a "Seller" and collectively with any other seller that may be joined hereto from time to time, the "Sellers").

Administrative Agent, Buyers, MAT Seller and MAT TRS LLC previously entered into a Master Repurchase Agreement, dated as of February 20, 2018 (the "Existing Facility").

The parties hereto desire that the Existing Facility be amended and restated in its entirety on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Applicability

(i)Pursuant to the Existing Facility, Administrative Agent, on behalf of Buyers, previously purchased certain Purchased Assets from the Sellers. Pursuant to the Existing Facility and from time to time, upon the terms and conditions set forth therein, the parties hereto agreed to enter into transactions (the "Existing Transactions"), on an uncommitted basis, in which Sellers agreed to transfer to Administrative Agent on behalf of Buyers the Purchased Assets against the transfer of funds by Administrative Agent, with a simultaneous agreement by Administrative Agent on behalf of Buyers to transfer to the applicable Seller such Purchased Assets against the transfer of funds by such Seller. To the extent the parties hereto agree to enter into new Transactions after the Effective Date and as part of separate Transactions a Seller may request and Administrative Agent on behalf of Buyers may fund, subject to the terms and conditions of this Agreement, an increase in the Purchase Price for the Purchased Assets based upon the transfer of additional Contributed Mortgage Loans to the Transaction Subsidiary and allocation thereof to one or more Participation Interests. Each such transaction (together with the Existing Transactions) shall be referred to herein as a "Transaction". From time to time, each Seller may request a release of Purchased Assets and Contributed Mortgage Loans from the Administrative Agent on behalf of Buyers in conjunction with an Optional Repurchase. Each such transaction involving the transfer of Purchased Assets or additional Contributed Mortgage Loans to the Transaction Subsidiary resulting in an increase or decrease in the value of the Purchased Assets shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in any annexes identified herein, as applicable hereunder. This Agreement is not a commitment by Administrative Agent on behalf of Buyers to engage in the Transactions, but sets forth the requirements under which the Administrative Agent on behalf of Buyers would consider

entering into Transactions as set forth herein; provided, however, if a Buyer engages in a Transaction, such Transaction may only be terminated by such Buyer in accordance with the provisions of this Agreement.

(ii)The Transaction Subsidiary has legal title to the Contributed Mortgage Loans, the legal title to which is owned by the Transaction Subsidiary as of the Effective Date.

(iii)In order to further secure the Obligations hereunder, the interests in the Contributed Mortgage Loans of the Transaction Subsidiary shall be pledged by the Transaction Subsidiary to the Administrative Agent on behalf of Buyers pursuant to the Transaction Subsidiary Pledge Agreement.

2. Definitions

Whenever used in this Agreement, the following words and phrases, unless the context otherwise requires, shall have the following meanings; provided that any terms used but not otherwise defined herein shall have the meanings given to them in the Pricing Side Letter:

"1933 Act" has the meaning set forth in Section 13(a)(27) hereof.

"1934 Act" means the Securities Exchange Act of 1934, as amended from time to time.

"Acceptable State" means any state acceptable pursuant to the applicable Originator's Guidelines.

"Accepted Servicing Practices" means, with respect to any Mortgage Loan, those mortgage servicing practices of prudent mortgage lending institutions which service mortgage loans of the same type as such Mortgage Loan in the jurisdiction where the related Mortgaged Property is located in accordance with applicable law.

"Act of Insolvency" means, with respect to any Person or its Subsidiaries, (a) the filing of a petition, commencing, or authorizing the commencement of any case or proceeding, or the voluntary joining of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law relating to the protection of creditors, or suffering any such petition or proceeding to be commenced by another which is consented to, not timely contested or results in entry of an order for relief; (b) the seeking of the appointment of a receiver, trustee, custodian or similar official for such party or a Subsidiary or any substantial part of the property of either; (c) the appointment of a receiver, conservator, or manager for such party or a Subsidiary by any governmental agency or authority having the jurisdiction to do so; (d) the making or offering by such party or a Subsidiary of a composition with its creditors or a general assignment for the benefit of creditors; (e) the admission in writing by a Responsible Officer of such party or a Subsidiary of such party of its inability to pay its debts or discharge its obligations as they become due or mature; or (f) that any governmental authority or agency or any person, agency or entity acting or purporting to act under governmental authority shall have

taken any action to condemn, seize or appropriate, or to assume custody or control of, all or any substantial part of the property of such party or of any of its Subsidiaries, or shall have taken any action to displace the senior management of such party or of any of its Subsidiaries or to materially curtail its authority in the conduct of the business of such party or of any of its Subsidiaries; provided, however, with respect to any involuntary insolvency filing, such filing shall not have been dismissed within fifteen (15) days.

"Administration Agreement" means that certain Repo Administration and Allocation Agreement, dated as of February 20, 2018, by and among Sellers, Guarantor, CSFBMC, as administrative agent, CS Cayman, Alpine and certain Buyers identified therein, as amended, restated, supplemented or otherwise modified from time to time.

"Administrative Agent" means CSFBMC or any successor thereto under the Administration Agreement.

"Affiliate" means, with respect to any Buyer or Administrative Agent, any "affiliate" of such Person, as such term is defined in the Bankruptcy Code, which shall also include, for the avoidance of doubt shall include any CP Conduit.

"AG MIT" means AG Mortgage Investment Trust, Inc.

"Agreement" means this Amended and Restated Master Repurchase Agreement, as it may be amended, restated, supplemented or otherwise modified from time to time.

"Allocated Repurchase Price" means, for each Contributed Mortgage Loan, the portion of the Purchase Price allocated to such Contributed Mortgage Loan, together with the related accrued and unpaid Price Differential.

"Appraised Value" means the "as is" value set forth in an appraisal made in connection with the origination of the related Mortgage Loan as the value of the Mortgaged Property.

"ARC Loan" means a Mortgage Loan that was subject to transactions under that certain Master Repurchase Agreement, dated as of September 9, 2019, among Administrative Agent, Buyers and ARC Home LLC.

"Asset File" means, with respect to a Contributed Mortgage Loan, the documents and instruments relating to such Contributed Mortgage Loan and set forth in an exhibit to the Custodial Agreement.

"Asset Schedule" means, with respect to any Transaction as of any date, an asset schedule in the form of a computer tape or other electronic medium generated by the applicable Seller, and delivered to Administrative Agent and Custodian, which provides information required by Administrative Agent to enter into Transactions relating to the Purchased Assets, Purchased Securities and Contributed Mortgage Loans in a format acceptable to Administrative Agent.

"Assignment and Acceptance" has the meaning assigned to such term in Section 22 hereof.

"Assignment of Proprietary Lease" means the specific agreement creating a first lien on and pledge of the Co-op Shares and the appurtenant Proprietary Lease securing a Co-op Loan.

"Bankruptcy Code" means the United States Bankruptcy Code of 1978, as amended from time to time.

"Beneficial Ownership Certification" means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

"Beneficial Ownership Regulation" means 31 C.F.R. § 1010.230.

"BMA" means that certain Master Repurchase Agreement, dated as of June 6, 2019, by and between MAT Seller and CS Cayman, as amended, restated, supplemented and otherwise modified from time to time.

"BMA Collateral" has the meaning assigned to such term in the BMA.

"BMA Guaranty" means that certain Guaranty, dated as of June 6, 2019, made by Guarantor in favor of CS Cayman, as amended, restated, supplemented and otherwise modified from time to time.

"BMA Guaranty Collateral" means the "Collateral" as defined in the BMA Guaranty.

"BMA Obligations" means all obligations and liabilities of the MAT Seller to CS Cayman under the BMA.

"BPO" means an opinion of the fair market value of a Mortgaged Property or parcel of real property given by a licensed real estate agent or broker in conformity with customary and usual business practices, which includes comparable sales and comparable listings and complies with the criteria set forth in the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA) for an "appraisal" or an "evaluation" as applicable; provided that, unless otherwise waived by Administrative Agent in writing, no BPO shall be valid if it is dated earlier than (x) ninety (90) days prior to the applicable Purchase Date and (y) (1) with respect to Non-Performing Mortgage Loans, one hundred eighty (180) days and (2) with respect to Business Purpose Mortgage Loans, three hundred sixty four (364) days, in each case, prior to any date of determination.

"Business Day" means any day other than (i) a Saturday or Sunday; (ii) a day on which the New York Stock Exchange, the Federal Reserve Bank of New York or the Custodian is authorized or obligated by law or executive order to be closed or (iii) a public or bank holiday in New York City or the States of Maryland, Minnesota or Delaware.

"Business Purpose Holdback Mortgage Loan" means a Business Purpose Mortgage Loan with respect to which there exists a Holdback Amount which may be funded and on deposit in the Holdback Account for the related Mortgagor to improve and rehabilitate the related Mortgaged Property in accordance with the applicable Servicing Agreement.

"Business Purpose Mortgage Loan" means a Mortgage Loan with respect to which (a) the related Mortgaged Property is uninhabited; (b) is not and will not be occupied by the related Mortgagor; (c) has a term to maturity no longer than forty-eight (48) months following origination; and (d) has been originated in accordance with Originator's Guidelines.

"Buyer" means CS Cayman, Alpine and each Buyer identified by the Administrative Agent from time to time pursuant to the Administration Agreement and their successors in interest and assigns pursuant to Section 22 and, with respect to Section 11, its participants.

"Capital Stock" means, as to any Person, any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent equity ownership interests in a Person which is not a corporation, including, without limitation, any and all member or other equivalent interests in any limited liability company, limited partnership, trust and any and all warrants or options to purchase any of the foregoing, in each case, designated as "securities" (as defined in Section 8-102 of the Uniform Commercial Code) in such Person, including, without limitation, all rights to participate in the operation or management of such Person and all rights to such Person's properties, assets, interests and distributions under the related organizational documents in respect of such Person.

"Change in Control" means:

(a) with respect to the Transaction Subsidiary, any transaction or event as a result of which Guarantor ceases to own, directly or indirectly, one hundred percent (100%) of the Capital Stock of Transaction Subsidiary;

(b) with respect to Seller, any transaction or event as a result of which Guarantor ceases to own, directly, one hundred percent (100%) of the Capital Stock of Seller;

(c) with respect to Guarantor, any transaction or event as a result of which the current owners, collectively, cease to own, directly or indirectly, fifty-one (51%) of the Capital Stock of Guarantor;

(d) if such Person is a Delaware limited liability company, such Person enters into any transaction or series of transactions to adopt, file, effect or consummate a Division, or otherwise permits any such Division to be adopted, filed, effected or consummated; or

(e) with respect to each Seller Party, (i) the sale, transfer, or other disposition of all or substantially all of any Seller Party's assets (excluding any such action taken in connection with any securitization transaction or whole loan sale); or (ii) the consummation of a merger or consolidation of any Seller Party with or into another entity or any other corporate

reorganization, if more than fifty percent (50%) of the combined voting power of the continuing or surviving entity's stock outstanding immediately after such merger, consolidation or such other reorganization is owned by Persons who were not stockholders, directly or indirectly, of such Seller Party immediately prior to such merger, consolidation or other reorganization.

"Code" means the Internal Revenue Code of 1986, as amended.

"Collateral" has the meaning set forth in the Guaranty and Pledge.

"Collection Period" means the period commencing on the first (1st) day of the month (or, in the case of the first Collection Period for a given Transaction, on the Purchase Date for such Transaction) up to but not including the first (1st) day of the following month.

"Contributed Mortgage Loan" means a Mortgage Loan, the legal title to which is owned by the Transaction Subsidiary and one hundred percent (100%) of the Participation Interests in which is owned by the applicable Seller and which is made subject to a Transaction hereunder.

1. "Co-op Corporation" means, with respect to any Co-op Loan, the cooperative apartment corporation that holds legal title to the related Co-op Project and grants occupancy rights to units therein to stockholders through Proprietary Leases or similar arrangements.

2. "Co-op Loan" means a Mortgage Loan secured by the pledge of stock allocated to a Co-op Unit in a Co-op Corporation and collateral assignment of the related Proprietary Lease.

3. "Co-op Project" means, with respect to any Co-op Loan, all real property and improvements thereto and rights therein and thereto owned by a Co-op Corporation including without limitation the land, separate dwelling units and all common elements.

4. "Co-op Shares" means, with respect to any Co-op Loan, the shares of stock issued by a Co-op Corporation and allocated to a Co-op Unit and represented by a Stock Certificate.

5. "Co-op Unit" means, with respect to any Co-op Loan, a specific unit in a Co-op Project.

6. "CP Conduit" means a commercial paper conduit, including but not limited to Alpine Securitization LTD, administered, managed or supported by CSFBMC or an Affiliate of CSFBMC.

7.

"CSFBMC" means Credit Suisse First Boston Mortgage Capital LLC, or any successors or assigns.

"Custodial Agreement" means that certain Custodial Agreement dated as of February 20, 2018, among Seller, MAT TRS LLC for themselves and as agent for the

Transaction Subsidiary, Administrative Agent, Buyers and Custodian, as it may be amended, restated, supplemented or otherwise modified from time to time.

"Custodial Asset Schedule" has the meaning assigned to such term in the Custodial Agreement.

"Custodian" means U.S. Bank, National Association, and any successor thereto under the Custodial Agreement.

"Debtor Relief Law" means any law, administration, or regulation relating to reorganization, winding up, administration, composition or adjustment of debts or otherwise relating to bankruptcy or insolvency.

"Default" means an Event of Default or an event that with notice or lapse of time or both would become an Event of Default.

"Division" shall mean the division of a limited liability company into two or more limited liability companies pursuant to and in accordance with Section 18-217 of Chapter 18 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., as amended.

"Dollars" and "$" means dollars in lawful currency of the United States of America.

"Due Date" means the day of the month on which the Monthly Payment is due on a Mortgage Loan, exclusive of any days of grace.

"Effective Date" means the date upon which the conditions precedent set forth in Section 10 shall have been satisfied or waived by Administrative Agent in writing.

"Electronic Tracking Agreement" means an Electronic Tracking Agreement among Administrative Agent, Sellers, MERS and MERCORP Holdings, Inc., to the extent applicable as the same may be amended from time to time.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time and any successor thereto, and the regulations promulgated and administrative rulings issued thereunder.

"ERISA Affiliate" means any corporation or trade or business that, together with any Seller Party is treated as a single employer under Section 414(b) or (c) of the Code or solely for purposes of Section 302 of ERISA and Section 412 of the Code is treated as single employer described in Section 414 of the Code.

"Escrow Payments" means, with respect to any Mortgage Loan, the amounts constituting ground rents, taxes, assessments, water rates, sewer rents, municipal charges, mortgage insurance premiums, fire and hazard insurance premiums, condominium charges, and any other payments required to be escrowed by the Mortgagor with the mortgagee pursuant to the Mortgage or any other document.

"Event of Default" has the meaning specified in Section 15 hereof.

"Event of Termination" means with respect to any Seller Party (a) with respect to any Plan, a reportable event, as defined in Section 4043 of ERISA, as to which the PBGC has not by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within thirty (30) days of the occurrence of such event, or (b) the withdrawal of any Seller Party or any ERISA Affiliate thereof from a Plan during a plan year in which it is a substantial employer, as defined in Section 4001(a)(2) of ERISA, or (c) the failure by any Seller Party or any ERISA Affiliate thereof to meet the minimum funding standard of Section 412 of the Code or Section 302 of ERISA with respect to any Plan, including, without limitation, the failure to make on or before its due date a required installment under Section 412(m) of the Code (or Section 430(j) of the Code as amended by the Pension Protection Act) or Section 302(e) of ERISA (or Section 303(j) of ERISA, as amended by the Pension Protection Act), or (d) the distribution under Section 4041 of ERISA of a notice of intent to terminate any Plan or any action taken by any Seller Party or any ERISA Affiliate thereof to terminate any plan, or (e) the failure to meet requirements of Section 436 of the Code resulting in the loss of qualified status under Section 401(a)(29) of the Code, or (f) the institution by the PBGC of proceedings under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Plan, or (g) the receipt by any Seller Party or any ERISA Affiliate thereof of a notice from a Multiemployer Plan that action of the type described in the previous clause (f) has been taken by the PBGC with respect to such Multiemployer Plan, or (h) any event or circumstance exists which may reasonably be expected to constitute grounds for any Seller Party or any ERISA Affiliate thereof to incur liability under Title IV of ERISA or under Sections 412(b) or 430(k) of the Code with respect to any Plan.

"Excluded Taxes" means any of the following Taxes imposed on or with respect to a Buyer or other recipient of any payment hereunder or required to be withheld or deducted from a payment to such Buyer or such other recipient: (a) Taxes based on (or measured by) net income or net profits, franchise Taxes and branch profits Taxes that are imposed on a Buyer or other recipient of any payment hereunder (i) as a result of being organized under the laws of, or having its principal office or its applicable lending office located in the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) that are "Other Connection Taxes" which are, with respect to a Buyer or such recipient, Taxes, imposed as a result of a present or former connection between such Buyer or other recipient and the jurisdiction of the Governmental Authority imposing such Tax or any political subdivision or Taxing authority thereof (other than connections arising from such Buyer or other recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced under this Agreement or any Program Agreement, or sold or assigned an interest in any Purchased Asset or Contributed Mortgage Loan); (b) any Tax imposed on a Buyer or other recipient of a payment hereunder that is attributable to such Buyer's or other recipient's failure to comply with relevant requirements set forth in Section 11(e)(ii); (c) any withholding Tax that is imposed on amounts payable to or for the account of such Buyer or other recipient of a payment hereunder pursuant to a law in effect on the date such person becomes a party to or under this Agreement, or such person changes its lending office, except in each case to the extent that amounts with respect to

Taxes were payable either to such person's assignor immediately before such person became a party hereto or to such person immediately before it changed its lending office; and (d) any U.S. federal withholding Taxes imposed under FATCA.

"Existing Facility" has the meaning in set forth in the recitals.

[redacted]

"FATCA" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such sections of the Code.

"FICO" means Fair Isaac & Co., or any successor thereto.

"GAAP" means generally accepted accounting principles in effect from time to time in the United States of America and applied on a consistent basis.

"Governmental Authority" means any nation or government, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions over any Seller Party, Administrative Agent or any Buyer, as applicable.

"Gross Margin" means, with respect to each adjustable rate Mortgage Loan, the fixed percentage amount set forth in the related Mortgage Note.

"Guarantee" means, as to any Person, any obligation of such Person directly or indirectly guaranteeing any Indebtedness of any other Person or in any manner providing for the payment of any Indebtedness of any other Person or otherwise protecting the holder of such Indebtedness against loss (whether by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, or to take-or-pay or otherwise); provided that the term "Guarantee" shall not include (a) endorsements for collection or deposit in the ordinary course of business, or (b) obligations to make servicing advances for delinquent taxes and insurance or other obligations in respect of a Mortgage Loan or Mortgaged Property, to the extent required by Administrative Agent. The amount of any Guarantee of a Person shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by such Person in good faith. The terms "Guarantee" and "Guaranteed" used as verbs shall have correlative meanings.

"Guarantor" means Mortgage Acquisition Holding I LLC.

"Guarantor LLC Agreement" means that certain Amended and Restated Limited Liability Company Agreement of Guarantor, dated as of January 31, 2018, among the Members, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Guaranty and Pledge" means the guaranty and pledge of Guarantor dated as of the February 20, 2018 in favor of the Administrative Agent for the benefit of Buyers, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"High Cost Mortgage Loan" means a Mortgage Loan (a) classified as a "high cost" loan under the Home Ownership and Equity Protection Act of 1994; (b) classified as a "high cost," "threshold," "covered," or "predatory" loan under any other applicable state, federal or local law (or a similarly classified loan using different terminology under a law, regulation or ordinance imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans having high interest rates, points and/or fees) or (c) having a percentage listed under the Indicative Loss Severity Column (the column that appears in the S&P Anti-Predatory Lending Law Update Table, included in the then-current S&P's LEVELS® Glossary of Terms on Appendix E).

"Holdback Account" means the account held by the applicable Servicer into which any Holdback Amounts with respect to Business Purpose Holdback Mortgage Loans may be deposited and held pursuant to the terms of the applicable Servicing Agreement. Administrative Agent shall have a perfected security interest in all such accounts and each Seller acknowledges that Administrative Agent shall have no obligations of any kind to remit any additional amounts into the related Holdback Account.

"Holdback Account Control Agreement" means each deposit account control agreement among the applicable Seller, Servicer and Administrative Agent, as the same may be amended, restated, supplemented or otherwise modified from time to time into which the Holdback Amounts will be deposited.

"Holdback Amounts" means, with respect to any Business Purpose Mortgage Loan, the future funding amounts for the related Mortgagor to improve and rehabilitate the related Mortgaged Property in accordance with the related Originator's Guidelines.

"Income" means, with respect to any Purchased Asset and Contributed Mortgage Loan, at any time until repurchased by the applicable Seller, any principal received thereon or in respect thereof and all interest, dividends or other distributions thereon other than any fees or reimbursements due to the Servicer pursuant to the Servicing Agreement.

"Indebtedness" has the meaning assigned to such term in the Pricing Side Letter.

"Indemnified Taxes" means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of each Seller hereunder or under any Program Agreement and (b) Other Taxes.

"Index" means, with respect to any adjustable rate Mortgage Loan, the index identified on the Asset Schedule and set forth in the related Mortgage Note for the purpose of calculating the applicable Mortgage Interest Rate.

"Interest Rate Adjustment Date" means the date on which an adjustment to the Mortgage Interest Rate with respect to each Mortgage Loan becomes effective.

"Interest Rate Protection Agreement" means, with respect to any or all of the Contributed Mortgage Loans, any short sale of a U.S. Treasury Security, or futures contract, or mortgage related security, or eurodollar futures contract, or options related contract, or interest rate swap, cap or collar agreement, or similar arrangement providing for protection against fluctuations in interest rates or the exchange of nominal interest obligations, either generally or under specific contingencies, entered into by Sellers and an Affiliate of Administrative Agent or such other party acceptable to Administrative Agent in its sole discretion, which agreement is acceptable to Administrative Agent in its sole discretion.

"LIBOR" has the meaning assigned to such term in the Pricing Side Letter.

"Lien" means any mortgage, lien, pledge, charge, security interest or similar encumbrance.

"Market Value" has the meaning assigned to such term in the Pricing Side Letter.

"MAT Seller LLC Agreement" means that certain Amended and Restated Limited Liability Company Agreement of MAT Seller, dated as of January 31, 2018, among the Members, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect upon, the business or financial condition of any Seller Party or any Subsidiary that is a party to any Program Agreement taken as a whole; (b) a material impairment of the ability of any Seller Party or any Subsidiary that is a party to any Program Agreement to perform under any Program Agreement and to avoid any Event of Default; or (c) a material adverse effect upon the legality, validity, binding effect or enforceability of any Program Agreement against any Seller Party or any Subsidiary that is a party to any Program Agreement, in each case as determined by the Administrative Agent in its sole good faith discretion.

"Maximum Aggregate Purchase Price" has the meaning assigned to such term in the Pricing Side Letter.

"Member" has the meaning set forth in the MAT Seller LLC Agreement or Guarantor LLC Agreement, as the context requires.

"MERS" means Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of the State of Delaware, or any successor thereto.

"MERS System" means the system of recording transfers of mortgages electronically maintained by MERS.

[redacted]

"Monthly Payment" means the scheduled monthly payment of principal and/or interest on a Mortgage Loan.

"Moody's" means Moody's Investors Service, Inc. or any successors thereto.

"Mortgage" means each mortgage, assignment of rents, security agreement and fixture filing, or deed of trust, assignment of rents, security agreement and fixture filing, deed to secure debt, assignment of rents, security agreement and fixture filing, or similar instrument creating and evidencing a first or second lien on real property and other property and rights incidental thereto, unless such Mortgage is granted in connection with a Co-op Loan, in which case the first lien position is in the Co-op Shares and in the Proprietary Lease relating to such Co-op Shares.

"Mortgage Interest Rate" means the rate of interest borne on a Mortgage Loan from time to time in accordance with the terms of the related Mortgage Note.

"Mortgage Interest Rate Cap" means, with respect to an adjustable rate Mortgage Loan, the limit on each Mortgage Interest Rate adjustment as set forth in the related Mortgage Note.

"Mortgage Loan" means any mortgage loan which is a fixed or floating-rate, one-to-four-family residential mortgage or home equity loan evidenced by a promissory note and secured by a first or second lien mortgage, provided, however, that, Mortgage Loans shall not include any High Cost Mortgage Loans.

"Mortgage Note" means the promissory note or other evidence of the indebtedness of a Mortgagor secured by a Mortgage.

"Mortgaged Property" means the real property or other Co-op Loan collateral securing repayment of the debt evidenced by a Mortgage Note.

"Mortgagor" means the obligor or obligors on a Mortgage Note, including any person who has assumed or guaranteed the obligations of the obligor thereunder.

"Multiemployer Plan" means a multiemployer plan defined as such in Section 3(37) of ERISA to which contributions have been or are required to be made by any Seller Party or any ERISA Affiliate and that is covered by Title IV of ERISA.

"Non-Agency Non-QM Mortgage Loan" means a Mortgage Loan that (a) does not meet the criteria for a Qualified Mortgage Loan and (b) is otherwise acceptable to Administrative Agent in its sole discretion.

"Non-Performing Mortgage Loan" means (a) any Mortgage Loan for which any payment of principal or interest is sixty (60) days or more past due, (b) any Mortgage Loan with respect to which the related mortgagor is in bankruptcy or (c) any Mortgage Loan with respect to which the related mortgaged property is in foreclosure.

"Non-QM – Low FICO Mortgage Loan" means a Mortgage Loan (a) that is a Non-Agency Non-QM Mortgage Loan and (b) for which the Mortgagor's FICO score at the time of origination was at least 575 but not greater than 640.

"Obligations" means (a) all of each Seller's indebtedness, obligations to pay the Repurchase Price on the Repurchase Date, the Price Differential on each Price Differential Payment Date, [redacted] when due and other obligations and liabilities, to Administrative Agent and Buyers or Custodian arising under, or in connection with, the Program Agreements, whether now existing or hereafter arising; (b) any and all sums paid by Administrative Agent, any Buyer or Administrative Agent on behalf of Buyers following an Event of Default in order to preserve any Purchased Asset or its interest therein; (c) in the event of any proceeding for the collection or enforcement of any of such Seller's indebtedness, obligations or liabilities referred to in clause (a), following an Event of Default, the reasonable expenses of retaking, holding, collecting, preparing for sale, selling or otherwise disposing of or realizing on any Purchased Asset, or of any exercise by Administrative Agent or Buyers of their rights under the Program Agreements, including, without limitation, reasonable attorneys' fees and disbursements and court costs; (d) all of such Seller's indemnity obligations to Administrative Agent, Buyers and Custodian pursuant to the Program Agreements; (e) [redacted].

"OFAC" has the meaning set forth in Section 13(a)(25) hereof.

"Officer's Compliance Certificate" has the meaning assigned to such term in the Pricing Side Letter.

"Optional Repurchase" has the meaning set forth in Section 4(b) hereof.

"Optional Repurchase Date" has the meaning set forth in Section 4(b) hereof.

"Originator" means a third party which has sold a Contributed Mortgage Loan to a Seller.

"Originator Confidential Information" has the meaning set forth in Section 32(c) hereof.

"Originator's Guidelines" means the underwriting guidelines implemented by the applicable Originator of the Mortgage Loans.

"Other Connection Taxes" has the meaning set forth in the definition of Excluded Taxes.

"Other Taxes" means any and all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes or any excise, sales, goods and services or transfer taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Program Agreement, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made with Seller's consent).

"Participation Account" has the meaning assigned to such term in the Participation Agreement.

"Participation Agreement" means that certain Amended and Restated Master Participation Agreement, dated as February 20, 2018, among MAT Seller, as depositor, Transaction Subsidiary, as participation agent and Participation Registrar, as the same may be amended, supplemented, or otherwise modified from time to time.

"Participation Certificate" means the original participation certificate, if any, that is executed and delivered in connection with a Participation Interest.

"Participation Interests" means, with respect to a Contributed Mortgage Loan, all of the Capital Stock (together with the related Servicing Rights) therein that are issued by the Transaction Subsidiary to the applicable Seller pursuant to the Participation Agreement, which Participation Interest shall be evidenced by one or more Participation Certificates.

"Participation Registrar" means U.S. Bank Trust National Association.

"PBGC" means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

"Pension Protection Act" means the Pension Protection Act of 2006.

"Person" means an individual, partnership, exempted limited partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or a government or any political subdivision or agency thereof.

"Plan" means an employee pension benefit or other plan as defined in Section 3(2) of ERISA, established or maintained by any Seller Party or any ERISA Affiliate and covered by Title IV of ERISA, other than a Multiemployer Plan.

"Post-Default Rate" has the meaning assigned to such term in the Pricing Side Letter.

"Power of Attorney" means a power of attorney (i) in the form of Exhibit A hereto delivered by each Seller; (ii) in the form of Exhibit A to the Transaction Subsidiary

Pledge Agreement delivered by the Transaction Subsidiary; and (iii) in the form of Exhibit A to the Guaranty and Pledge delivered by Guarantor.

[redacted]

"Price Differential" means with respect to any Purchased Asset (and related Contributed Mortgage Loan) as of any date of determination, an amount equal to the product of (a) the Pricing Rate for such Purchased Asset (and related Contributed Mortgage Loan) and (b) the Purchase Price for such Purchased Asset (and related Contributed Mortgage Loan), calculated daily on the basis of a 360-day year for the actual number of days during the period commencing on (and including) the Purchase Date for such Purchased Asset (and related Contributed Mortgage Loan) and ending on (but excluding) the Repurchase Date.

"Price Differential Payment Date" means, with respect to a Purchased Asset, the fifth (5^{th}) Business Day succeeding the Remittance Date; provided, that, with respect to such Purchased Asset, the final Price Differential Payment Date shall be the related Repurchase Date; and provided, further, that if any such day is not a Business Day, the Price Differential Payment Date shall be the next succeeding Business Day.

"Pricing Rate" has the meaning assigned to such term in the Pricing Side Letter.

"Pricing Side Letter" means the letter agreement dated as of the date hereof, between Administrative Agent, Buyers, Sellers and Guarantor, as the same may be amended, restated, supplemented or otherwise modified from time to time.

"Primary Repurchase Assets" has the meaning set forth in Section 8(a) hereof.

"Program Agreements" means, collectively, this Agreement, the Pricing Side Letter, the Custodial Agreement, the Transaction Subsidiary Pledge Agreement, the Guaranty and Pledge, the Administration Agreement, any Servicing Agreement, any Servicer Notice, each Power of Attorney, any Holdback Account Control Agreement, the Electronic Tracking Agreement, the Participation Agreement and the Transaction Subsidiary Agreement, as the same may be amended, restated or otherwise modified from time to time.

"Prohibited Person" has the meaning set forth in Section 13(a)(25) hereof.

"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

8. "Proprietary Lease" means the lease on a Co-op Unit evidencing the possessory interest of the owner in the Co-op Shares in such Co-op Unit.

9.

"Purchase Date" means (i) for the initial Transaction, the date on which Purchased Assets are transferred by each Seller to Administrative Agent for the benefit of Buyers and (ii) for each subsequent Transaction, the date on which additional Contributed Mortgage Loans are made subject to a Transaction hereunder.

"Purchase Price" has the meaning assigned to such term in the Pricing Side Letter.

"Purchase Price Decrease" means a decrease in the Purchase Price for the Participation Certificate based upon the Transaction Subsidiary acquiring additional Contributed Mortgage Loans to which such portion of the Purchase Price is allocated.

"Purchase Price Increase" means an increase in the Purchase Price for the Participation Certificate based upon the Transaction Subsidiary acquiring additional Contributed Mortgage Loans to which such portion of the Purchase Price is allocated.

"Purchase Price Increase Date" means the date on which a Purchase Price Increase is made with respect to the acquisition of additional Contributed Mortgage Loans by the Transaction Subsidiary.

"Purchased Assets" means the collective reference to the Participation Interests (representing the beneficial interests in certain Contributed Mortgage Loans held by the Transaction Subsidiary), the Purchased Securities and the Repurchase Assets related to such Participation Interests transferred by each Seller to Buyers in a Transaction hereunder, listed on the related Asset Schedule, which Asset Files and Participation Interests the Custodian has been instructed to hold pursuant to the Custodial Agreement.

"Purchased Securities" means the securities transferred by a Seller to Administrative Agent in a Transaction under the BMA.

"Qualified Insurer" means an insurance company duly authorized and licensed where required by law to transact insurance business and approved as an insurer by Fannie Mae or Freddie Mac.

"Qualified Mortgage Loan" means a Mortgage Loan which is a "Qualified Mortgage" as defined in 12 CFR 1026.43(e).

"Qualified Transferee" means a commercial bank, savings bank, savings and loan association, investment bank, trust company, commercial credit corporation, insurance company, pension plan, pension fund or pension advisory firm, mutual fund, governmental entity or plan.

"Recognition Agreement" means, an agreement among a Co-op Corporation, a lender and a Mortgagor with respect to a Co-op Loan whereby such parties (i) acknowledge that such lender may make, or intends to make, such Co-op Loan, and (ii) make certain agreements with respect to such Co-op Loan.

"Records" means any instruments, agreements and other books, records, and reports and data generated by other media for the storage of information maintained by Sellers, Guarantor or any other person or entity with respect to a Contributed Mortgage Loan or Purchased Security. Records shall include the Mortgage Notes, any Mortgages, the Asset Files, the credit files related to the Contributed Mortgage Loan and any other instruments necessary to document or service a Contributed Mortgage Loan.

"Register" has the meaning assigned to such term in Section 22 hereof.

"Remittance Date" means the tenth (10^{th}) Business Day of each calendar month.

"Repledge Transaction" has the meaning set forth in Section 18 hereof.

"Repledgee" means each Repledgee identified by the Administrative Agent from time to time pursuant to the Administration Agreement and Section 18 hereof.

"Repo Account" has the meaning assigned thereto in Section 9(a) hereof.

"Reporting Date" means the day that is one (1) Business Day prior to the Price Differential Payment Date of each month.

"Repurchase Assets" has the meaning assigned thereto in Section 8 hereof.

"Repurchase Date" means the earlier of (a) the Termination Date, (b) the date requested pursuant to Section 4(a) or (c) the date determined by application of Section 16 hereof.

"Repurchase Price" means the price at which any Purchased Asset or Contributed Mortgage Loan are to be transferred from the Administrative Agent for the benefit of Buyers to the Sellers upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price of such Purchased Asset (and allocated to the related Contributed Mortgage Loan) and the accrued but unpaid Price Differential with respect to such Purchased Asset (and allocated to the related Contributed Mortgage Loan) as of the date of such determination.

"Request for Certification" means a notice sent to the Custodian reflecting the sale of one or more Purchased Assets to Administrative Agent for the benefit of Buyers hereunder.

"Requirement of Law" means, with respect to any Person, any law, treaty, rule or regulation or determination of an arbitrator, a court or other governmental authority, applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"Responsible Officer" means as to any Person, the chief executive officer or, with respect to financial matters, the chief financial officer of such Person (in the case of a Cayman Islands exempted limited partnership, references in this definition to Person shall include the general partner of such exempted limited partnership).

"S&P" means Standard & Poor's Ratings Services, or any successor thereto.

"SEC" means the Securities and Exchange Commission, or any successor thereto.

"Second Lien Mortgage Loan" means a Mortgage Loan secured by a second lien on the related Mortgaged Property.

"Seller" means, individually or together, MAT Seller and each other seller joined hereto from time to time.

"Seller Parties" means, individually or collectively, each Seller, Guarantor and Transaction Subsidiary.

"Servicer" means (i) NewRez, LLC d/b/a Shellpoint Mortgage Servicing; (ii) AmWest Funding Corp.; (iii) Royal Business Bank; (iv) LoanCare, LLC (v) or any other servicer approved by Administrative Agent in its sole good faith discretion to service Contributed Mortgage Loans.

"Servicer Event of Termination" means (i) an event of default under any Servicing Agreement, (ii) any Servicer shall become the subject of a bankruptcy proceeding or shall become insolvent, or (iii) the failure of any Servicer to perform its material obligations under any of the Program Agreements to which it is a party or the applicable Servicing Agreement, including, without limitation, the failure of such Servicer to (A) remit funds in accordance with Section 7(c) hereof, or (B) deliver reports when required.

"Servicer Notice" means the notice acknowledged by the applicable Servicer substantially in a form acceptable to Administrative Agent, as the same may be amended, restated, supplemented or otherwise modified, from time to time.

"Servicing Agreement" means (a) that certain Flow Servicing Agreement, dated as of January 5, 2018, among Servicer, MAT Seller and Transaction Subsidiary and (b) any other servicing agreement entered into between a Seller, Transaction Subsidiary and the Servicer as the same may be amended from time to time of which Administrative Agent on behalf of Buyers shall be an intended third party beneficiary.

"Servicing Rights" means the rights of any Person to administer, service or subservice, the Contributed Mortgage Loans or to possess related Records.

"Similar Mortgage Loan" means a Mortgage Loan that has substantially similar characteristics to the Contributed Mortgage Loans that are Non-Agency Non-QM Mortgage Loans.

"SIPA" means the Securities Investor Protection Act of 1970, as amended from time to time.

10. "Stock Certificate" means, with respect to a Co-op Loan, the certificates evidencing ownership of the Co-op Shares issued by the Co-op Corporation.

11. "Stock Power" means, with respect to a Co-op Loan, an assignment of the Stock Certificate or an assignment of the Co-op Shares issued by the Co-op Corporation.

12.

"Subsidiary" means, with respect to any Person, any corporation, limited liability company, partnership or other entity of which at least a majority of the securities or other

ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person; provided that with respect to any Seller Party, no special purpose securitization entity shall be considered a "Subsidiary" of such Seller Party for any purpose hereunder.

"Successor Rate" means a rate determined by Administrative Agent in accordance with Section 5(c) hereof.

"Successor Rate Conforming Changes" means with respect to any proposed Successor Rate, any spread adjustments or other conforming changes to the timing and frequency of determining rates and making payments of interest and other administrative matters as may be appropriate, in the discretion of Administrative Agent, to reflect the adoption of such Successor Rate and to permit the administration thereof by Administrative Agent in a manner substantially consistent with market practice.

"Taxes" means any and all present or future taxes (including social security contributions and value added taxes), levies, imposts, duties (including stamp duties), deductions, charges (including ad valorem charges), withholdings (including backup withholding), assessments, fees or other charges of any nature whatsoever imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Termination Date" has the meaning assigned to such term in the Pricing Side Letter.

"TILA-RESPA Integrated Disclosure Rule" means the Truth-in-Lending Act and Real Estate Settlement Procedures Act Integrated Disclosure Rule, adopted by the Consumer Finance Protection Bureau, which is effective for residential mortgage loan applications received on or after October 3, 2015.

"Transaction" has the meaning set forth in Section 1 hereof.

"Transaction Request" means a request via email from any Seller to Administrative Agent notifying Administrative Agent that such Seller wishes to enter into a Transaction hereunder that indicates that it is a Transaction Request under this Agreement. For the avoidance of doubt, a Transaction Request may refer to multiple Mortgage Loans.

"Transaction Subsidiary" means MAT ITT.

"Transaction Subsidiary Agreement" means that certain Amended and Restated Participation Trust Agreement, dated February 20, 2018, among MAT Seller, as depositor and Trustee, as the same may be amended, supplemented, or otherwise modified from time to time.

"Transaction Subsidiary Pledge Agreement" means the pledge agreement, dated as of the date hereof, by Transaction Subsidiary in favor of Administrative Agent on behalf of Buyers, as may be amended from time to time.

"Transaction Subsidiary Pledged Assets" has the meaning set forth in the Transaction Subsidiary Pledge Agreement.

"Trust Receipt" means, with respect to any Transaction as of any date, a receipt in the form attached as an exhibit to the Custodial Agreement.

"Trustee" means U.S. Bank Trust National Association.

"Uniform Commercial Code" means the Uniform Commercial Code as in effect on the date hereof in the State of New York or the Uniform Commercial Code as in effect in the applicable jurisdiction.

"U.S. Tax Compliance Certificate" has the meaning set forth in Section 11(e)(ii)(B) hereof.

13. Program; Initiation of Transactions

i. Pursuant to the Existing Facility, Administrative Agent on behalf of Buyers, purchased from the related Seller certain Purchased Assets (accompanied by a pledge of the related Contributed Mortgage Loans that have been acquired by the Transaction Subsidiary). To the extent the parties hereto enter into new Transactions and from time to time, each Seller may request and Administrative Agent may fund Purchase Price Increases in connection with conveyance of Contributed Mortgage Loans to the Transaction Subsidiary and the corresponding increase of the Purchase Price on account of the Participation Interests. All related Contributed Mortgage Loans shall be serviced by the Servicer. The aggregate Purchase Price of the Participation Certificates (adjusted for any Purchase Price Increases or Purchase Price Decreases, as applicable) subject to outstanding Transactions shall not exceed the Maximum Aggregate Purchase Price.

ii. To the extent the parties hereto enter into new Transactions, each Seller shall request that Administrative Agent enter into a Transaction by delivering (i) to Administrative Agent, a Transaction Request one (1) Business Day prior to the proposed Purchase Date for Mortgage Loans and (ii) to Administrative Agent and Custodian an Asset Schedule, in accordance with the Custodial Agreement. In the event the Asset Schedule provided by such Seller contains erroneous computer data, is not formatted properly or the computer fields are otherwise improperly aligned, Administrative Agent shall provide written or electronic notice to such Seller describing such error and such Seller shall correct the computer data, reformat or properly align the computer fields itself and resubmit the Asset Schedule as required herein.

iii. Reserved.

iv. Reserved.

v. Upon the satisfaction of the applicable conditions precedent set forth in Section 10(b) hereof, all of each Seller's and Transaction Subsidiary's interest in Purchased Assets and/or Contributed Mortgage Loans shall pass or be pledged, as applicable, to Administrative Agent on behalf of Buyers on the Purchase Date, against the transfer of the Purchase Price to such Seller. Upon transfer of the Mortgage Loans to Administrative Agent on behalf of Buyers as set forth in this Section and until termination of any related Transactions or release of Contributed Mortgage Loans as set forth in Sections 4 or 16 of this Agreement, ownership of each Purchased Asset, including beneficial ownership interest in the related Contributed Mortgage Loan and each document in the related Asset File and Records, is vested in the Buyers identified under the Administration Agreement; provided that, prior to the recordation by the Custodian as provided for in the Custodial Agreement, record title in the name of the applicable Seller to each Contributed Mortgage Loan shall be retained by such Seller in trust, for the benefit of the Transaction Subsidiary and Administrative Agent, respectively, for the sole purpose of facilitating the servicing and the supervision of the servicing of the Mortgage Loans. For the avoidance of doubt, the parties acknowledge and agree that the Purchased Assets shall be held by the Administrative Agent for the benefit of Buyers, as more particularly set forth in the Administration Agreement.

14. Repurchase

vi. Each Seller shall repurchase the related Purchased Assets from Administrative Agent for the benefit of Buyers on each related Repurchase Date. In addition, each Seller may repurchase Purchased Assets or effect an Optional Repurchase with respect to Purchased Assets or Contributed Mortgage Loans without penalty on any date. If a Seller intends to make such a repurchase, such Seller shall give one (1) Business Day's prior written notice to Administrative Agent, designating the Purchased Assets or Contributed Mortgage Loans to be repurchased and to the extent the Purchased Asset or Contributed Mortgage Loan is being sold to a third party, the requested price therefor. Such obligation to repurchase exists without regard to any prior or intervening liquidation or foreclosure with respect to any Purchased Asset or Contributed Mortgage Loan (but foreclosure proceeds received by Administrative Agent shall be applied to reduce the Repurchase Price for such Purchased Asset or Contributed Mortgage Loan on each Price Differential Payment Date except as otherwise provided herein). To the extent the Repurchase Price is being satisfied in connection with a sale of the related Purchased Asset or Contributed Mortgage Loan to a third party, the Administrative Agent shall have (x) a right of first refusal with respect to such sale and (y) to the extent the sales price is less than 103% of the Repurchase Price, such sales price or securitization proceeds (including the value of any retained interests) shall be approved by the Administrative Agent which such approval shall not be unreasonably withheld or delayed. Each Seller is obligated to (i) repurchase and take physical possession of the Purchased Assets or Contributed Mortgage Loans from Administrative Agent or its designee (including the Custodian) at such Seller's expense on

the related Repurchase Date and (ii) [redacted] of (x) the Repurchase Date and (y) the Termination Date.

vii. Subject to Section 14(r) and the repurchase conditions set forth in Section 4(a) hereof, when the Contributed Mortgage Loans or Purchased Assets, as applicable, supporting a portion of the Purchase Price of the Transaction related to the Contributed Mortgage Loans or Purchased Assets are desired by a Seller to be released, sold or otherwise liquidated, such Seller shall make payment to Administrative Agent of the Allocated Repurchase Price attributable to such Contributed Mortgage Loans in order to prepay the applicable Allocated Repurchase Price (an "Optional Repurchase") in an amount equal to the applicable Allocated Repurchase Price on each date such Purchased Assets or Contributed Mortgage Loans, as applicable, are desired to be repurchased, sold or otherwise liquidated (each, an "Optional Repurchase Date"). Such payment shall serve as a partial prepayment of the Repurchase Price in connection with the Transaction in respect of such Purchased Assets or Contributed Mortgage Loans, as applicable. The applicable Seller shall pay the Allocated Repurchase Price and take (or cause its designee to take) physical possession of the Purchased Assets or Contributed Mortgage Loans, as applicable, from the Transaction Subsidiary or its designee (including the Custodian) at such Seller's expense on the related Optional Repurchase Date. Immediately following such payment, the related Purchased Asset or Contributed Mortgage Loan, as applicable, shall cease to be subject to this Agreement and the other Program Agreements, and Administrative Agent shall be deemed to have released all of its Liens, claims and interests in such Purchased Asset or Contributed Mortgage Loan, as applicable, without further action by any Person and shall direct Custodian to release the related Asset File to such Seller or its designee pursuant to the Custodial Agreement.

viii. Provided that no Event of Default shall have occurred and is continuing or will be cured upon such repurchase, and Administrative Agent has received the related Allocated Repurchase Price (excluding accrued and unpaid Price Differential, which, for the avoidance of doubt, shall be paid on the next succeeding Price Differential Payment Date) upon repurchase of the Purchased Assets, Administrative Agent and Buyers will each be deemed to have released their respective Liens, claims and interests hereunder in the Purchased Assets (including, the Repurchase Assets related thereto) at the request of the applicable Seller. The Purchased Assets (including the Repurchase Assets related thereto) shall be delivered to such Seller free and clear of any Lien, encumbrance or claim of Administrative Agent or the Buyers. With respect to payments in full by the related Mortgagor of a Purchased Asset, each Seller agrees to immediately remit (or cause to be remitted) to Administrative Agent for the benefit of Buyers the Repurchase Price with respect to such Purchased Asset. Administrative Agent and Buyers agree to release their respective Liens, claims and interests in Purchased Assets which have been prepaid in full after receipt of evidence of compliance with the immediately preceding sentence.

ix. For the avoidance of doubt, notwithstanding that the Maximum Aggregate Purchase Price may be repaid in full, this Agreement shall remain in full force and effect to the extent any Obligations remain outstanding.

15. Price Differential

x. On each Business Day that a Transaction is outstanding, the Pricing Rate shall be reset and, unless otherwise agreed, the accrued and unpaid Price Differential shall be settled in cash on each related Price Differential Payment Date. Two (2) Business Days prior to the Price Differential Payment Date, Administrative Agent shall give Sellers written or electronic notice of the amount of the Price Differential due on such Price Differential Payment Date. On the Price Differential Payment Date, the applicable Seller shall pay to Administrative Agent the Price Differential for the benefit of Buyers for such Price Differential Payment Date (along with any other amounts then due and owing pursuant to Section 7 hereof and Section 3 of the Pricing Side Letter), by wire transfer in immediately available funds.

xi. If a Seller fails to pay all or part of the Price Differential by 4:00 p.m. (New York City time) on the related Price Differential Payment Date, with respect to any Purchased Asset, such Seller shall be obligated to pay to Administrative Agent for the benefit of Buyers (in addition to, and together with, the amount of such Price Differential) interest on the unpaid Repurchase Price at a rate per annum equal to the Post-Default Rate until the Price Differential is received in full by Administrative Agent for the benefit of Buyers.

xii. If prior to any Price Differential Payment Date, Administrative Agent determines in its sole discretion that, by reason of circumstances affecting the relevant market, adequate and reasonable means do not exist for ascertaining LIBOR, LIBOR is no longer in existence, or the administrator of LIBOR or a Governmental Authority having jurisdiction over Administrative Agent has made a public statement identifying a specific date after which LIBOR shall no longer be made available or used for determining the interest rate of loans, Administrative Agent may give prompt notice thereof to Sellers, whereupon the rate for such period that will replace LIBOR for such period, and for all subsequent periods until such notice has been withdrawn by Administrative Agent, shall be the greater of (i) an alternative benchmark rate (including any mathematical or other adjustments to the benchmark rate (if any) incorporated therein) and (ii) zero, together with any proposed Successor Rate Conforming Changes, as determined by Administrative Agent in its good faith discretion using similar methodology that Administrative Agent uses for similarly situated counterparties with similar assets under similar facilities (any such rate, a "Successor Rate"); provided that if Seller does not agree with such determination, Seller shall have the right to terminate this Agreement and all Transactions hereunder upon fifteen (15) days' prior written notice to Administrative Agent by payment in full to Administrative Agent of the then outstanding Obligations of Seller.

16. RESERVED

17. Income Payments

xiii. If Income is paid in respect of any Purchased Asset during the term of a Transaction, such Income shall be the property of Administrative Agent for the benefit of Buyers.

xiv. Notwithstanding that Administrative Agent and Sellers intend that the Transactions hereunder be sales to Administrative Agent on behalf of Buyers of the Purchased Assets for all purposes except accounting and tax purposes, Sellers shall pay to Administrative Agent the accrued and unpaid Price Differential (less any amount of such Price Differential previously paid by Sellers to Administrative Agent) on each Price Differential Payment Date. Notwithstanding the preceding sentence, if the applicable Seller fails to pay all or part of the Price Differential then due by 4:00 p.m. (New York time) on any Price Differential Payment Date, the Pricing Rate shall be equal to the Post-Default Rate until the Price Differential then due is received in full by Administrative Agent.

xv. The Sellers shall cause the Servicer to deposit all Income received in respect of any Contributed Mortgage Loan into the Participation Account pursuant to the terms of the Participation Agreement.

xvi. On each Price Differential Payment Date, all Income held on deposit in the Participation Account shall be remitted by Participation Registrar into the Repo Account.

xvii. To the extent that a Seller Party is holding any Income, such Seller Party shall deposit such Income into the Repo Account within two (2) Business Days of such Seller Party's knowledge thereof.

xviii. All such Income shall be held in trust for Administrative Agent on behalf of Buyers, shall constitute the property of Administrative Agent except for tax purposes which shall be treated as income and property of Seller Parties and shall not be commingled with other property of Seller Parties or any Subsidiary of Seller Parties.

xix. Funds deposited in the Repo Account during any Collection Period shall be held therein, in trust for Administrative Agent on behalf of Buyers, until the related Price Differential Payment Date. Funds on deposit in the Repo Account shall be applied on each Price Differential Payment Date and the Termination Date (unless a Default or an Event of Default has occurred and is continuing) as follows:

a. first, pro rata, to Administrative Agent on account of any Price Differential then due and owing hereunder and any "Price Differential" then due and owing under and as defined in the BMA and until paid in full;

b. second, [redacted]

c. third, [redacted];

d. fourth; to Administrative Agent on account of unpaid fees [redacted]), expenses and indemnity amounts, including without limitation, any costs incurred in connection with a breach of the representations and warranties set forth on Schedules 1-A, 1-B or 1-C, and any other amounts due from Seller Parties under the Program Agreements until paid in full;

e. fifth, to Servicer on account of unpaid fees and expenses due from Sellers or Transaction Subsidiary under the Servicing Agreement until paid in full;

f. sixth, to the Custodian, Trustee and Participation Registrar, pro rata, in excess of any fee cap pursuant to the Custodial Agreement, Transaction Subsidiary Agreement and Participation Agreement, as applicable until paid in full;

g. seventh, [redacted]; and

h. eighth, [redacted];

i. ninth, all remaining amounts (if any), to the Sellers.

xx. To the extent there are insufficient funds to satisfy clauses *first* through *eighth* above on any Price Differential Payment Date, Income received and applied on the subsequent Price Differential Payment Date shall continue to be applied in accordance with clauses *first* through *eighth* until all Obligations are paid in full and the Agreement is terminated.

xxi. [reserved]

xxii. Notwithstanding the preceding provisions, if a Default or an Event of Default has occurred and is continuing, all funds in the Repo Account shall be withdrawn and applied as determined by Administrative Agent; provided that after the Obligations have been satisfied in full, the Sellers will receive any excess promptly, but in any event not later than three (3) Business Days following the satisfaction in full of the Obligations.

18. Security Interest

xxiii. Primary Repurchase Assets. On each Purchase Date, each Seller hereby sells, assigns and conveys all rights and interests in the Purchased Assets, including, without limitation, the beneficial interests in Contributed Mortgage Loans identified on the related Asset Schedule and the Repurchase Assets to Administrative Agent for the benefit of Buyers and Repledgees. Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, and in any event, each Seller hereby pledges to Administrative Agent as security for the performance by such Seller of the Obligations and hereby grants, assigns and pledges to Administrative Agent a fully perfected first priority security interest in:

a. the Purchased Assets;

b. the Purchased Securities;

c. the beneficial interest in the Contributed Mortgage Loans;

d. the Records;

e. all related Servicing Rights;

f. the Program Agreements (to the extent such Program Agreements and such Seller's right thereunder relate to the Purchased Assets or Contributed Mortgage Loans);

g. any Property relating to the Purchased Assets or Contributed Mortgage Loans;

h. all insurance policies and insurance proceeds relating to any Purchased Assets or Contributed Mortgage Loans or the related Mortgaged Property, including, but not limited to, any payments or proceeds under any related primary insurance and hazard insurance (if any);

i. Income;

j. Interest Rate Protection Agreements;

k. the Holdback Account and all amounts held therein including all Holdback Amounts;

l. accounts (including any interest of such Seller in escrow accounts);

m. and any other contract rights, instruments, accounts, payments, rights to payment (including payments of interest or finance charges), general intangibles and other assets, in each case, relating to the Purchased Assets or Contributed Mortgage Loans (including, without limitation, any other accounts);

n. or any interest in the Purchased Assets or Contributed Mortgage Loans;

o. any proceeds and distributions with respect to any of the foregoing;

p. any other property, rights, title or interests as are specified on a Transaction Request and/or Trust Receipt;

q. Seller's rights (but not its obligations) (x) in and under the MAT Seller LLC Agreement; and (y) in to and under any other payments and rights to payment and proceeds to the extent that the foregoing relates to MAT Seller LLC Agreement;

in all instances, whether now owned or hereafter acquired, now existing or hereafter created (collectively, the "Primary Repurchase Assets" and together with the Transaction Subsidiary Pledged Assets, the Collateral, the BMA Collateral and the BMA Guaranty Collateral, the "Repurchase Assets").

xxiv. Release of Servicing Rights. Each Seller acknowledges that it has no rights to service the Purchased Assets but only has rights as a party to the current Servicing

Agreement. Without limiting the generality of the foregoing and in the event that any Seller or Guarantor is deemed to retain any residual Servicing Rights, and for the avoidance of doubt, each Seller and Guarantor grants, assigns and pledges to Administrative Agent a security interest in the Servicing Rights and proceeds related thereto and in all instances, whether now owned or hereafter acquired, now existing or hereafter created. The foregoing provision is intended to constitute a security agreement or other arrangement or other credit enhancement related to this Agreement and Transactions hereunder as defined under Sections 101(47)(A)(v) and 741(7)(A)(xi) of the Bankruptcy Code.

xxv. Financing Statements. Each Seller agrees to execute, deliver and/or file such documents and perform such acts as may be reasonably necessary to fully perfect Administrative Agent's security interest created hereby, under the Guaranty, the BMA and the BMA Guaranty. Furthermore, each Seller hereby authorizes Administrative Agent to file financing statements relating to the Repurchase Assets, as Administrative Agent, at its option, may deem appropriate. The Sellers shall pay the filing costs for any financing statement or statements prepared pursuant to this Section 8.

xxvi. Participation Interests and Purchased Securities as Securities. The parties acknowledge and agree that the Participation Interests and Purchased Securities shall constitute and remain "securities" as defined in Section 8-102 of the Uniform Commercial Code; each Seller covenants and agrees that (i) the Participation Interests are not and will not be dealt in or traded on securities exchanges or securities markets and (ii) the Participation Interests and Purchased Securities are not and will not be investment company securities within the meaning of Section 8-103 of the Uniform Commercial Code. Each Seller shall, at its sole cost and expense, take all steps as may be necessary in connection with the re-registration, endorsement, transfer, delivery and pledge of all Participation Interests to Administrative Agent.

xxvii. Additional Interests. If a Seller shall, as a result of ownership of the Participation Interests and Purchased Securities, becomes entitled to receive or shall receive any certificate evidencing any Participation Interest, Purchased Securities or other equity interest, any option rights, or any equity interest in the Participation Interests or Purchased Securities, whether in addition to, in substitution for, as a conversion of, or in exchange for the Participation Interests or Purchased Securities, or otherwise in respect thereof, such Seller shall accept the same as the Administrative Agent's agent, hold the same in trust for the Participation Interests and Purchased Securities and deliver the same forthwith to the Participation Interests and Purchased Securities in the exact form received, duly indorsed by such Seller to the Participation Interests or Purchased Securities, as applicable, if required, together with an undated transfer power, if required, covering such certificate duly executed in blank, or if requested, deliver the Participation Certificate re-registered in the name of Administrative Agent, to be held by the Administrative Agent subject to the terms hereof as additional security for the Obligations. Any sums paid upon or in respect of the Participation Interests upon the liquidation or dissolution of the Transaction Subsidiary or Purchased Securities, or otherwise shall be paid over to the Administrative

Agent as additional security for the Obligations. If following the occurrence and during the continuation of an Event of Default, any sums of money or property so paid or distributed in respect of the Participation Interests shall be received by any Seller, such Seller shall, until such money or property is paid or delivered to the Administrative Agent, hold such money or property in trust for the Administrative Agent segregated from other funds of such Seller as additional security for the Obligations.

xxviii. Voting Rights. Subject to this section, Administrative Agent as the holder of the Participation Certificates or Purchased Securities, may exercise all voting and member rights with respect to the Purchased Assets. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, (a) Administrative Agent shall notify and consult with each Seller prior to the exercise of any rights under this section, and (b) each Seller will have the right to direct Administrative Agent, with respect to any action or inaction related to the Purchased Assets (in the event any action is requested or required to be taken), and the Administrative Agent shall comply with such direction unless the Administrative Agent determines in its good faith discretion that such compliance with such direction will result in a Material Adverse Effect or conflict with any Program Agreement. In no event shall Administrative Agent be required to vote or exercise any right or take any other action which would impair the Purchased Assets or which would be inconsistent with or result in a violation of any provision of this Agreement. Without limiting the generality of the foregoing, Administrative Agent shall have no obligation (other than as expressly set forth in this Agreement) to (i) vote to enable, or take any other action to permit, the Transaction Subsidiary to issue any interests of any nature or to issue any other interests convertible into or granting the right to purchase or exchange for any interests of such entity; (ii) sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to, the Purchased Assets; or (iii) create, incur or permit to exist any Lien or option in favor of, or any claim of any Person with respect to, each Seller's interest in the Purchased Assets except for the Lien provided for by this Agreement. In no event shall Administrative Agent enter into any agreement or undertaking restricting the right or ability of each Seller to sell, assign or transfer the Purchased Assets prior to an Event of Default. For the avoidance of doubt, prior to an Event of Default, nothing in this Section 8(f) shall limit the right or ability of each Seller to sell, assign or transfer the Purchased Assets upon payment in full of the Repurchase Price thereof.

xxix. Intent. The parties acknowledge and agree that the intent of the parties is for each Seller to grant a Lien to Administrative Agent on behalf of Buyers on the Transaction Subsidiary Pledged Assets prior to conveying them to the Transaction Subsidiary and that the Transaction Subsidiary is acquiring any Transaction Subsidiary Pledged Asset subject to and subordinate to Administrative Agent's Lien hereunder. It is further intended that simultaneous with the acquisition of the Transaction Subsidiary of the Transaction Subsidiary Pledged Assets, the Transaction Subsidiary intends to grant a Lien on such Transaction Subsidiary Pledged Assets to Administrative Agent hereunder.

19. Payment and Transfer

xxx. Repo Account. Unless otherwise mutually agreed in writing, all transfers of funds to be made by each Seller hereunder shall be made in Dollars, in immediately available funds, without deduction, set-off or counterclaim, to Administrative Agent at the following account maintained by Administrative Agent: Account No. 31098194, for the account of CS Buyer/Angelo Gordon Inbound, Citibank, ABA No. 021 000 089 or such other account as Administrative Agent shall specify to Sellers in writing (the "Repo Account"). Each Seller acknowledges that it has no rights of withdrawal from the foregoing account. All Contributed Mortgage Loans transferred by one party hereto to the other party shall be in the case of a purchase by a Buyer in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as Administrative Agent may reasonably request. All Purchased Assets shall be evidenced by a Trust Receipt. Any Repurchase Price received by Administrative Agent after 4:00 p.m. (New York City time) shall be deemed received on the next succeeding Business Day.

20. Conditions Precedent

xxxi. Conditions Precedent to Effective Date. As conditions precedent to the Effective Date, Administrative Agent shall have received on or before the day of such initial Transaction the following, in form and substance satisfactory to Administrative Agent and duly executed by each Seller and each other party thereto:

1. Program Agreements. The Program Agreements duly executed and delivered by the parties thereto and being in full force and effect.

2. Pre-Negotiation Agreement. Administrative Agent, Buyers, Sellers and Guarantor have entered into a pre-negotiation agreement in form and substance mutually agreeable to the parties thereto.

3. Security Interest. Evidence that all other actions necessary to perfect and protect (x) the sale, transfer, conveyance and assignment by each Seller to Administrative Agent on behalf of Buyers or its designee, subject to the terms of this Agreement, of all of such Seller's right, title and interest in and to the Purchased Assets, the Repurchase Assets and other items pledged under Section 8 together with all right, title and interest in and to the proceeds of any related Repurchase Assets have been taken, including, without limitation, ensuring that such Participation Interests are evidenced by certificates in registered form and that such Participation Interests constitute and remain "securities" (as defined in Section 8-102 of the Uniform Commercial Code); (y) the pledge by Transaction Subsidiary to Administrative Agent or its designee, subject to the terms of this Agreement, of all of Transaction Subsidiary's right, title and interest in and to the Contributed Mortgage Loans together with all right, title and interest in and to the proceeds of any related Repurchase Assets; and (z) the pledge by the Guarantor to Administrative Agent or its designee, subject to the terms of this Agreement, of all of Guarantor's right, title and interest in and to the Collateral.

4. Organizational Documents. A certificate of the company secretary of each Seller Party and each Limited Guarantor substantially in form and substance acceptable to Administrative Agent in its sole good faith discretion, attaching certified copies of each Seller Party's and each Limited Guarantor's organizational documents and resolutions approving the Program Agreements and transactions thereunder (either specifically or by general resolution) and all documents evidencing other necessary corporate action or governmental approvals as may be required in connection with the Program Agreements.

5. Good Standing Certificate. A certified copy of a good standing certificate from the jurisdiction of organization or formation of Seller Parties and Limited Guarantors, dated as of no earlier than the date thirty (30) Business Days prior to the Purchase Date with respect to the initial Transaction hereunder.

6. Incumbency Certificate. An incumbency certificate of the company secretary of each of each Seller Party and each Limited Guarantor, certifying the names, true signatures and titles of the representatives duly authorized to request transactions hereunder and to execute the Program Agreements.

7. Opinion of Counsel. On April 13, 2020, an opinion of Seller Parties' counsel, as to such matters as Administrative Agent may request and in form and substance acceptable to Administrative Agent, including, without limitation, with respect to (i) Administrative Agent's lien on the Contributed Mortgage Loans, Participation Interests; (ii) Administrative Agent's perfected security interest in the Repurchase Assets (including without limitation, the Collateral, the BMA Collateral and the BMA Guaranty Collateral); (iii) the non-contravention, enforceability and corporate opinions with respect to Sellers, Guarantor and Transaction Subsidiary; (iv) New York law with respect to Transaction Subsidiary; (vi) the inapplicability of the Investment Company Act of 1940 to Sellers and Guarantor and the inapplicability of the Investment Company Act of 1940 to Transaction Subsidiary, for specified reasons other than the exemption provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act and (vii) the applicability of Bankruptcy Code, "securities contract" and "master netting agreement" safe harbors to this Agreement.

8. Fees. Payment of any fees due to Administrative Agent and Buyers hereunder.

xxxii. Future Transactions. To the extent Administrative Agent, Buyers and Sellers agree to enter into new Transactions, the obligation of Administrative Agent on behalf of Buyers to enter into each such new Transaction pursuant to this Agreement is subject to the following conditions precedent, unless waived in writing by Administrative Agent; provided that upon entry into a Transaction all such conditions shall be deemed satisfied by Sellers or waived by Administrative Agent in writing:

1. Due Diligence Review. Without limiting the generality of Section 34 hereof, Administrative Agent and Buyers shall have completed, to their

satisfaction, their due diligence review of the related Purchased Assets, Contributed Mortgage Loans, Seller Parties, Limited Guarantors and the Servicer.

2. Required Documents. With respect to each Purchased Asset, the Asset File has been delivered to the Custodian in accordance with the Custodial Agreement.

3. Transaction Documents. Administrative Agent or its designee shall have received on or before the day of such Transaction (unless otherwise specified in this Agreement) the following, in form and substance satisfactory to Administrative Agent and (if applicable) duly executed:

a. A Transaction Request and Asset Schedule delivered by a Seller pursuant to Section 3(b) hereof.

b. The Request for Certification and the related Asset Schedule delivered by a Seller, and the Trust Receipt and Custodial Loan Transmission delivered by Custodian.

c. Such certificates, opinions of counsel or other documents as Administrative Agent may reasonably request.

4. No Default. No Default or Event of Default shall have occurred and be continuing.

5. Requirements of Law. Neither Administrative Agent nor Buyers shall have determined that the introduction of or a change in any Requirement of Law or in the interpretation or administration of any Requirement of Law applicable to Administrative Agent or any Buyer has made it unlawful, and no Governmental Authority shall have asserted that it is unlawful, for Administrative Agent or any Buyer to enter into Transactions with a Pricing Rate based on the Reference Rate.

6. Representations and Warranties. Both immediately prior to the related Transaction and also after giving effect thereto and to the intended use thereof, the representations and warranties (except for any representations set forth on Schedule 1-A, Schedule 1-B or Schedule 1-C, as applicable, with respect to a Contributed Mortgage Loan) made by each Seller in each Program Agreement shall be true, correct and complete on and as of such Purchase Date in all material respects with the same force and effect as if made on and as of such date (or, if any such representation or warranty is expressly stated to have been made as of a specific date, as of such specific date).

7. Electronic Tracking Agreement. To the extent any Seller is selling Mortgage Loans which are registered on the MERS® System, an Electronic Tracking Agreement entered into, duly executed and delivered by the parties thereto and being in full force and effect, free of any modification, breach or waiver.

8. Delivery of Certificates. As to the Participation Interests, each Seller shall deliver to the Administrative Agent the originals of the Participation Certificates registered in the name of Administrative Agent.

9. Servicer Notice. Each Seller shall have provided to Administrative Agent a Servicer Notice in a form acceptable to Administrative Agent addressed to, agreed to and executed by the Servicer, Seller Parties and Administrative Agent.

10. Approval of Servicing Agreement. To the extent not previously delivered and approved, Administrative Agent shall have, in its sole discretion, approved the Servicing Agreement pursuant to which any Contributed Mortgage Loan that is subject to the proposed Transaction is serviced.

11. Business Purpose Holdback Mortgage Loans. Solely with respect to Business Purpose Holdback Mortgage Loans:

a. Administrative Agent shall have reviewed and approved the escrow arrangements and documentation therefor;

b. Administrative Agent shall have received the related Holdback Account Control Agreement, the Servicing Agreement and the Custodial Agreement in form and substance acceptable to Administrative Agent, duly executed by the parties thereof; and

c. Administrative Agent shall have received any other documents required by it in its sole good faith discretion.

12. Material Adverse Change. None of the following shall have occurred and/or be continuing:

a. Credit Suisse AG, New York Branch's corporate bond rating as calculated by S&P or Moody's has been lowered or downgraded to a rating below investment grade by S&P or Moody's;

b. an event or events shall have occurred in the good faith determination of a Buyer resulting in the effective absence of a "repo market" or comparable "lending market" for financing debt obligations secured by mortgage loans or securities or an event or events shall have occurred resulting in such Buyer not being able to finance Purchased Assets through the "repo market" or "lending market" with traditional counterparties at rates which would have been reasonable prior to the occurrence of such event or events; or

c. an event or events shall have occurred resulting in the effective absence of a "securities market" for securities backed by mortgage loans or an event or events shall have occurred resulting in such Buyer not being able to

sell securities backed by mortgage loans at prices which would have been reasonable prior to such event or events; or

d. there shall have occurred (i) a material change in financial markets, an outbreak or escalation of hostilities or a material change in national or international political, financial or economic conditions; (ii) a general suspension of trading on major stock exchanges; or (iii) a disruption in or moratorium on commercial banking activities or securities settlement services; or

e. there shall have occurred a material adverse change in the financial condition of a Buyer which affects (or can reasonably be expected to affect) materially and adversely the ability of such Buyer to fund its obligations under this Agreement.

21. Program; Costs

xxxiii. Each Seller and Guarantor shall reimburse Administrative Agent and Buyers for any of Administrative Agent's and Buyers' properly invoiced reasonable out-of-pocket costs, including due diligence review costs and reasonable attorney's fees, incurred by Administrative Agent and Buyers in determining the acceptability to Administrative Agent and Buyers of any Repurchase Assets. Each Seller and Guarantor shall also pay, or reimburse Administrative Agent and Buyers if Administrative Agent or Buyers shall pay, any termination fee, which may be due any Servicer. Each Seller and Guarantor shall pay the fees and expenses of Administrative Agent's and Buyers' counsel in connection with the Program Agreements. Legal fees for any subsequent amendments to this Agreement or related documents shall be borne by Sellers and Guarantor. Each Seller and Guarantor shall pay ongoing custodial fees and expenses as set forth in the Custodial Agreement, and any other ongoing fees and expenses under any other Program Agreement. Without limiting the foregoing, each Seller shall pay all fees as and when required under the Pricing Side Letter.

xxxiv. If any Buyer determines that, due to the introduction of, any change in, or the compliance by such Buyer with (i) any Eurocurrency reserve requirement or (ii) the interpretation of any law, regulation or any guideline or request from any central bank or other Governmental Authority (whether or not having the force of law), there shall be an increase in the cost (but not costs from Excluded Taxes, or Indemnified Taxes) to such Buyer in engaging in the present or any future Transactions, then each of any Seller and Guarantor agrees to pay to such Buyer, from time to time, upon demand by such Buyer (with a copy to Custodian) the actual cost of additional amounts as specified by such Buyer to compensate such Buyer for such increased costs for periods following written notice to Seller Parties of such increased costs; provided that Sellers may immediately repurchase all Purchased Assets then subject to Transactions upon receipt of such notice without incurring any such increased costs. Buyer agrees to invoke this provision using similar methodology that Buyer thereof uses for similarly situated counterparties with similar assets.

xxxv. With respect to any Transaction, Administrative Agent and Buyers may conclusively rely upon, and shall incur no liability to each Seller or Guarantor in acting upon, any request or other communication that Administrative Agent and Buyers reasonably believe to have been given or made by a person authorized to enter into a Transaction on each Seller's behalf, whether or not such person is listed on the certificate delivered pursuant to Section 10(a)(5) hereof.

xxxvi. Notwithstanding the assignment of the Program Agreements with respect to each Repurchase Asset to Administrative Agent for the benefit of Buyers, each of any Seller and Guarantor agrees and covenants with Administrative Agent and Buyers to enforce diligently any Seller's and Guarantor's rights and remedies set forth in the Program Agreements.

xxxvii. (i) Any payments made by any Seller or Guarantor to Administrative Agent or a Buyer or a Buyer assignee or participant hereunder or any Program Agreement shall be made free and clear of and without deduction or withholding for any Taxes, except as required by applicable law. If any Seller or Guarantor shall be required by applicable law (as determined in the good faith discretion of the applicable withholding agent) to deduct or withhold any Tax from any sums payable to Administrative Agent or a Buyer or Buyer assignee or participant, then (i) such Seller or Guarantor shall make such deductions or withholdings and pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law; (ii) to the extent the withheld or deducted Tax is an Indemnified Tax, the sum payable shall be increased as necessary so that after making all required deductions and withholdings (including deductions and withholdings for Indemnified Taxes applicable to additional sums payable under this Section 11(e)) Administrative Agent receives an amount equal to the sum it would have received had no such deductions or withholdings been made; and (iii) such Seller shall notify the Administrative Agent of the amount paid and shall provide the original or a certified copy of a receipt issued by the relevant Governmental Authority evidencing such payment within ten (10) days thereafter. Each Seller and Guarantor shall otherwise indemnify Administrative Agent and such Buyer, within ten (10) days after demand therefor, for any Indemnified Taxes imposed on Administrative Agent or such Buyer (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 11(e)) and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally asserted by the relevant Governmental Authority.

(ii) Administrative Agent shall cause each Buyer and Buyer assignee and participant to deliver to each of Sellers and Guarantor, at the time or times reasonably requested by such Seller or Guarantor, such properly completed and executed documentation reasonably requested by such Seller or Guarantor as will permit payments made hereunder to be made without withholding or at a reduced rate of withholding. In addition, Administrative Agent shall cause each Buyer and Buyer assignee and participant, if reasonably requested by such Seller or Guarantor, to deliver such other documentation prescribed by applicable law or reasonably requested by such Seller or

Guarantor as will enable such Seller or Guarantor to determine whether or not such Buyer or Buyer assignee or participant is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in this Section 11, the completion, execution and submission of such documentation (other than such documentation in Section 11(e)(ii)(A), (B) and (C) below) shall not be required if in the Buyer's or any Buyer's assignee's or participant's judgment such completion, execution or submission would subject such Buyer or Buyer assignee or participant to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Buyer or Buyer assignee or participant. Without limiting the generality of the foregoing, Administrative Agent shall cause a Buyer or Buyer assignee or participant to deliver to each of the Sellers and Guarantor, to the extent legally entitled to do so:

(A) in the case of a Buyer or Buyer assignee or participant which is a "U.S. Person" as defined in section 7701(a)(30) of the Code, a properly completed and executed Internal Revenue Service ("IRS") Form W-9 certifying that it is not subject to U.S. federal backup withholding tax;

(B) in the case of a Buyer or Buyer assignee or participant which is not a "U.S. Person" as defined in Code section 7701(a)(30): (I) a properly completed and executed IRS Form W-8BEN, W-8BENE-E or W-8ECI, as appropriate, evidencing entitlement to a zero percent or reduced rate of U.S. federal income tax withholding on any payments made hereunder, (II) in the case of such non-U.S. Person claiming exemption from the withholding of U.S. federal income tax under Code sections 871(h) or 881(c) with respect to payments of "portfolio interest," a duly executed certificate (a "U.S. Tax Compliance Certificate") to the effect that such non-U.S. Person is not (x) a "bank" within the meaning of Code section 881(c)(3)(A), (y) a "10 percent shareholder" of any Seller, Guarantor or affiliate thereof, within the meaning of Code section 881(c)(3)(B), or (z) a "controlled foreign corporation" described in Code section 881(c)(3)(C), (III) to the extent such non-U.S. person is not the beneficial owner, executed originals of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance Certificate, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if such non-U.S. person is a partnership and one or more direct or indirect partners of such non-U.S. person are claiming the portfolio interest exemption, such non-U.S. person may provide a U.S. Tax Compliance Certificate on behalf of each such direct and indirect partner, and (IV) executed originals of any other form or supplementary documentation prescribed by law as a basis for claiming exemption from or a reduction in United States federal withholding tax together with such supplementary documentation as may be prescribed by law to permit any Seller or Guarantor to determine the withholding or deduction required to be made.

(C) if a payment made to a Buyer or Buyer assignee or participant under this Agreement would be subject to U.S. federal withholding tax imposed by FATCA if such Buyer or assignee or participant were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), Administrative Agent on behalf of such Buyer or assignee or participant shall deliver to each Seller or Guarantor at the time or times prescribed by law and at such time or times reasonably requested by such Seller such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by such Seller as may be necessary for such Seller to comply with their obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 11(e), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

The applicable IRS forms referred to above shall be delivered by Administrative Agent on behalf of each applicable Buyer or Buyer assignee or participant on or prior to the date on which such person becomes a Buyer or Buyer assignee or participant under this Agreement, as the case may be, and upon the obsolescence or invalidity of any IRS form previously delivered by it hereunder.

xxxviii. Any indemnification payable by any Seller or Guarantor to Administrative Agent or a Buyer or Buyer assignee or participant for Indemnified Taxes or Other Taxes that are imposed on such Buyer or Buyer assignee or participant, as described in Section 11(e)(i) hereof, shall be paid by such Seller or Guarantor within ten (10) days after demand therefor from Administrative Agent. A certificate as to the amount of such payment or liability delivered to such Seller or Guarantor by the Administrative Agent on behalf of a Buyer or Buyer assignee or participant shall be conclusive absent manifest error.

xxxix. Each party's obligations under this Section 11 shall survive any assignment of rights by, or the replacement of, a Buyer or a Buyer assignee, and the repayment, satisfaction or discharge of all obligations under any Program Agreement.

h. Each party to this Agreement acknowledges that it is its intent for purposes of U.S. federal, and relevant state and local income and franchise taxes to treat each Transaction as indebtedness of each Seller that is secured by the Purchased Assets and Contributed Mortgage Loans, and the Purchased Assets as owned by such Seller and the Contributed Mortgage Loans as owned by Transaction Subsidiary in the absence of an Event of Default by such Seller. Administrative Agent on behalf of Buyers and each Seller agree that they will treat and report for all tax purposes the Transactions entered into hereunder as one or more loans from a Buyer to a Seller secured by the Purchased Assets and Contributed Mortgage Loans, unless otherwise prohibited by law or upon a final determination by any taxing authority that the Transactions are not loans for tax purposes.

i. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 11 (including by the payment of additional amounts pursuant to this Section 11), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (i) (plus any penalties, interest or other charges imposed by the relevant Government Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary of this paragraph (i), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (i) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the indemnification payments or additional amounts giving rise to such refund had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

22. Servicing

xl. Each Seller, on Administrative Agent's and Buyers' behalf, shall contract with Servicer to, or if such Seller is the Servicer, such Seller shall, service the Mortgage Loans consistent with the degree of skill and care that such Seller customarily requires with respect to similar Mortgage Loans owned or managed by it and in accordance with Accepted Servicing Practices. Each Seller and Servicer shall (i) comply with all applicable federal, state and local laws and regulations, (ii) maintain all state and federal licenses necessary for it to perform its servicing responsibilities hereunder and (iii) not impair the rights of Administrative Agent or Buyers in any Mortgage Loans or any payment thereunder. Administrative Agent may terminate the servicing of any Mortgage Loan with the then existing Servicer in accordance with Section 12(e) hereof.

xli. With respect to Mortgage Loans other than Business Purpose Holdback Mortgage Loans, each Seller shall and shall cause the Servicer to hold or cause to be held all escrow funds collected by such Seller and Servicer with respect to any Contributed Mortgage Loans in trust accounts and shall apply the same for the purposes for which such funds were collected. With respect to Business Purpose Holdback Mortgage Loans, each Seller shall and shall cause the Servicer to hold or cause to be held all Holdback Amounts collected by such Seller or Servicer with respect to any Contributed Mortgage Loans in the Holdback Account and shall apply the same to improve and rehabilitate the related Mortgaged Property in accordance with the related Servicing Agreement.

xlii. On the Remittance Date, each Seller shall and shall cause each Servicer to deposit all Income (net of any servicing fees, advances and expenses then due and owing pursuant to the terms of the applicable Servicing Agreement) received by such Servicer on the Contributed Mortgage Loans in the Participation Account.

xliii. In the event there is a third party Servicer and upon Administrative Agent's request, each Seller shall provide promptly to Administrative Agent a Servicer Notice addressed to and agreed to by such Servicer of the related Contributed Mortgage Loans, advising such Servicer of such matters as Administrative Agent may reasonably request, including, without limitation, recognition by such Servicer of Administrative Agent's and Buyers' interest in such Contributed Mortgage Loans and such Servicer's agreement that upon receipt of notice of an Event of Default from Administrative Agent, it will follow the instructions of Administrative Agent with respect to the Contributed Mortgage Loans and any related Income with respect thereto.

xliv. Except as otherwise provided in the Servicer Notice, upon the occurrence of a Servicer Event of Termination, Administrative Agent shall have the right to immediately terminate the Servicer's right to service the Contributed Mortgage Loans under the Servicing Agreement without payment of any penalty or termination fee. Each Seller and the Servicer shall cooperate in transferring the servicing of the Contributed Mortgage Loans to a successor servicer appointed by (i) if no Event of Default has occurred, Sellers with the written approval of Administrative Agent or (ii) if an Event of Default has occurred, Administrative Agent on behalf of Buyers in its sole discretion. For the avoidance of doubt any termination of the Servicer's rights to service by the Administrative Agent as a result of an Event of Default shall be deemed part of an exercise of the remedies available to Administrative Agent under this Agreement.

xlv. If a Seller should discover that, for any reason whatsoever, such Seller or any entity responsible to such Seller for managing or servicing any such Contributed Mortgage Loans has failed to perform fully such Seller's obligations under the Program Agreements or any of the obligations of such entities with respect to the Contributed Mortgage Loans, such Seller shall promptly notify Administrative Agent.

xlvi. For the avoidance of doubt, no Seller shall retain any economic rights to the servicing of the Contributed Mortgage Loans other than such Seller's rights under the Servicing Agreement. As such, each Seller expressly acknowledge that the Contributed Mortgage Loans are sold to Administrative Agent for the benefit of Buyers on a "servicing released" basis with such servicing retained by the Servicer.

23. Representations and Warranties

xlvii. Each Seller, solely with respect to itself, represents and warrants to Administrative Agent and Buyers as of the date hereof and as of each Purchase Date for any Transaction that:

1. Sellers' Existence. Each Seller has been duly organized and is validly existing as a limited liability company in good standing under the laws of the State of Delaware.

2. Licenses. Each Seller is duly licensed as required by applicable law or is otherwise qualified in each jurisdiction in which it transacts business for the business which it conducts and is not in default of any applicable material federal, state or local laws, rules and regulations. Each Seller has the requisite power and authority and legal right to own, sell and grant a lien on all of its right, title and interest in and to the Mortgage Loans and Participation Interests, and to execute and deliver, engage in the transactions contemplated by, and perform and observe the terms and conditions of, each Program Agreement and any Transaction Request.

3. Power. Each Seller has all requisite corporate or other power, and has all material governmental licenses, authorizations, consents and approvals necessary to own its assets and carry on its business as now being or as proposed to be conducted.

4. Due Authorization. Each Seller has all necessary corporate or other power, authority and legal right to execute, deliver and perform its obligations under each of the Program Agreements, as applicable. Each Program Agreement has been (or, in the case of Program Agreements not yet executed, will be) duly authorized, executed and delivered by each Seller, all requisite or other corporate action having been taken, and each is valid, binding and enforceable against each Seller in accordance with its terms except as such enforcement may be affected by bankruptcy, by other insolvency laws, or by general principles of equity.

5. Reserved.

6. Reserved.

7. Solvency. Each Seller is solvent and will not be rendered insolvent by any Transaction and, after giving effect to such Transaction, will not be left with an unreasonably small amount of capital with which to engage in its business. No Seller intends to incur debts beyond its ability to pay such debts as they mature and is not contemplating the commencement of insolvency, bankruptcy, liquidation or consolidation proceedings or the appointment of a receiver, liquidator, conservator, trustee or similar official in respect of such entity or any of its assets. The amount of consideration being received by each Seller upon the sale of the Purchased Assets to Administrative Agent for the benefit of Buyers constitutes reasonably equivalent value and fair consideration for such Purchased Assets. No Seller is transferring any Purchased Assets to Administrative Agent on behalf of Buyers or Contributed Mortgage Loans to the Transaction Subsidiary with any intent to hinder, delay or defraud any of its creditors. Each transfer of Contributed Mortgage Loans to the Transaction Subsidiary constitutes reasonably equivalent value and fair consideration for such Contributed Mortgage Loans.

8. No Conflicts. The execution, delivery and performance by each Seller of each Program Agreement do not conflict with any term or provision of the formation documents or by-laws of such Seller or any law, rule, regulation, order, judgment, writ, injunction or decree applicable to such Seller of any court, regulatory body, administrative agency or governmental body having jurisdiction over such Seller, which conflict would have a Material Adverse Effect.

9. True and Complete Disclosure. All information, reports, exhibits, schedules, financial statements or certificates of any Seller or any Subsidiary thereof or any of their officers furnished or to be furnished to Administrative Agent or Buyers in connection with the initial or any ongoing due diligence of any Seller or any Subsidiary or officer thereof, and the negotiation, preparation, or delivery of the Program Agreements are true and complete in all material respects and do not omit to disclose any material facts necessary to make the statements herein or therein, in light of the circumstances in which they are made, not materially misleading. All financial statements have been prepared in accordance with GAAP (other than monthly financial statements solely with respect to footnotes, year-end adjustments and cash flow statements).

10. Approvals. No consent, approval, authorization or order of, registration or filing with, or notice to any Governmental Authority (with respect to Sellers) or court is required under applicable law in connection with the execution, delivery and performance by each Seller of each Program Agreement, except for any failure that would not result in a Material Adverse Effect.

11. Litigation. There is no action, proceeding or investigation pending with respect to which each Seller has received service of process or, to the best of each Seller's knowledge threatened in writing against it before any court, administrative agency or other tribunal, which has a reasonable likelihood of success and which (A) is asserting the invalidity of any Program Agreement, (B) is seeking to prevent the consummation of any of the transactions contemplated by any Program Agreement, or (C) might materially and adversely affect the performance by it of its obligations under, or the validity or enforceability of any Program Agreement.

12. Reserved.

13. Reserved.

14. Reserved.

15. Taxes. Each Seller and their Subsidiaries have timely filed all federal, state or local income and other material tax returns that are required to be filed by them and have paid all taxes whether or not shown as due on such returns, except for any such taxes as are being appropriately contested in good faith by appropriate proceedings diligently conducted and with respect to which adequate reserves have been provided.

The charges, accruals and reserves on the books of each Seller in respect of taxes and other governmental charges are, in the opinion of such Seller, adequate.

16. Investment Company. No Seller nor any of their Subsidiaries is an "investment company", or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended, and it is not necessary to register the Transaction Subsidiary under the Investment Company Act, for specified reasons other than the exemption provided by Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act.

17. Chief Executive Office; Jurisdiction of Organization. On the Effective Date, each Seller's chief executive office, is, and has been, located at 245 Park Avenue, New York, NY 10167. On the Effective Date, each Seller's jurisdiction of organization is Delaware. Each Seller shall provide Administrative Agent notice of any change in such Seller's legal name or jurisdiction within thirty (30) days. No Seller has a trade name. During the preceding five years, no Seller has been known by or done business under any other name, corporate or fictitious, and has not filed or had filed against it any bankruptcy receivership or similar petitions nor has it made any assignments for the benefit of creditors.

18. Location of Books and Records. The location where each Seller keeps its books and records, including all computer tapes and records relating to the Purchased Assets, Contributed Mortgage Loans and the related Repurchase Assets on the Effective Date is its chief executive office.

19. ERISA. Each Plan to which each Seller or its Subsidiaries make direct contributions, and, to the knowledge of such Seller, each other Plan and each Multiemployer Plan, is in compliance in all material respects with, and has been administered in all material respects in compliance with, the applicable provisions of ERISA, the Code and any other federal or state law.

20. Reserved.

21. Reserved.

22. Other Indebtedness. All Indebtedness (other than Indebtedness evidenced by this Agreement) of each Seller existing on the date has been disclosed to Administrative Agent in writing.

23. Reserved.

24. Plan Assets. No Seller is an employee benefit plan as defined in Section 3 of Title I of ERISA, or a plan described in Section 4975(e)(1) of the Code, and the Purchased Assets and Contributed Mortgage Loans are not "plan assets" within the meaning of 29 CFR §2510.3 101 as amended by Section 3(42) of ERISA, in each Seller's hands, and transactions by or with such Seller are not subject to any foreign, state or local

statute regulating investments or fiduciary obligations with respect to governmental plans within the meaning of Section 3(32) of ERISA or church plans within the meaning of Section 3(33) of ERISA.

25. No Prohibited Persons. No Seller nor any of its Subsidiaries, officers, directors, partners or members, is an entity or person (i) that is listed in the annex to, or is otherwise subject to the provisions of Executive Order 13224 issued on September 24, 2001 ("EO13224"); (ii) whose name appears on the most current "List of Specially Designated National and Blocked Persons" (https://sanctionssearch.ofac.treas.gov/) maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (or to any Seller's knowledge, 50 percent or greater owned or controlled by such entities or persons); (iii) who commits, threatens to commit or supports "terrorism", as that term is defined in EO13224; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) through (iv) above are herein referred to as a "Prohibited Person").

26. Reserved.

27. Compliance with 1933 Act. Except as contemplated herein, no Seller nor anyone acting on its behalf has offered, transferred, pledged, sold or otherwise disposed of any Participation Certificate, any interest in any Participation Certificate, any Purchased Security or any other similar security to, or solicited any offer to buy or accept a transfer, pledge or other disposition of any Participation Certificate, any interest in any Participation Certificate, any Purchased Security or any other similar security from, or otherwise approached or negotiated with respect to any Participation Certificate, any interest in any Participation Certificate, any Purchased Security or any other similar security with, any person in any manner, or made any general solicitation by means of general advertising or in any other manner, or taken any other action which would constitute a distribution of any Participation Certificate or any Purchased Security under the Securities Act of 1933, as amended (the "1933 Act") or which would render the disposition of any Participation Certificate or any Purchased Security a violation of Section 5 of the 1933 Act or require registration pursuant thereto.

xlviii. With respect to every Purchased Asset or Contributed Mortgage Loan, each Seller represents and warrants to Administrative Agent and Buyers as of the applicable Purchase Date for any Transaction and each date thereafter that each representation and warranty set forth on Schedule 1-A, Schedule 1-B or Schedule 1-C is true and correct. For the avoidance of doubt, any breach of a representation and warranty set forth on Schedule 1-A, Schedule 1-B or Schedule 1-C shall solely result in Administrative Agent and Buyers having rights and claims against the Originator of such Contributed Mortgage Loan and indemnification claims against the Seller Parties under Section 30 hereof.

24. Covenants

Each Seller covenants with Administrative Agent and Buyers that, during the term of this facility:

xlix. Litigation. Each Seller will promptly, and in any event within thirty (30) Business Days after service of process on any of the following, give to Administrative Agent notice of all litigation, actions, suits, arbitrations, investigations (including, without limitation, any of the foregoing which are threatened in writing or pending) or other legal or arbitrable proceedings affecting such Seller or any of its Subsidiaries or affecting any of the Property of any of them before any Governmental Authority (with respect to Sellers) that (A) (i) questions or challenges the validity or enforceability of any of the Program Agreements or any action to be taken in connection with the transactions contemplated hereby and (ii) makes a claim in an aggregate amount greater than $500,000 against Guarantor or $250,000 against any Seller or the Transaction Subsidiary, and (B) (iii) which, individually or in the aggregate, if adversely determined, would be reasonably likely to have a Material Adverse Effect. Each Seller will promptly provide notice of any judgment, which with the passage of time, could cause an Event of Default hereunder.

l. Prohibition of Fundamental Changes. No Seller shall enter into any transaction of merger or consolidation or amalgamation, or liquidate, wind up or dissolve itself (or suffer any liquidation, winding up or dissolution) or sell all or substantially all of its assets (excluding any such action taken in connection with any securitization transaction or whole loan sale).

li. Servicing. No Seller shall cause the Contributed Mortgage Loans to be serviced by any Servicer other than a Servicer expressly approved in writing by Administrative Agent on behalf of Buyers, which approval shall be deemed granted by Administrative Agent on behalf of Buyers with respect to such Seller with the execution of this Agreement.

lii. Reserved.

liii. No Adverse Claims. Each Seller warrants and will defend, and shall cause any Servicer to defend, the right, title and interest of (i) Administrative Agent and Buyers in and to all Purchased Assets and the related Repurchase Assets against all adverse claims and demands and (ii) Transaction Subsidiary in and to all Contributed Mortgage Loans held by it, in each case, against all adverse claims and demands.

liv. Assignment. Except as permitted herein, no Seller nor any Servicer shall sell, assign, transfer or otherwise dispose of, or grant any option with respect to, or pledge, hypothecate or grant a security interest in or lien on or otherwise encumber (except pursuant to the Program Agreements), any of the Purchased Assets, Contributed Mortgage Loans or any interest therein, provided that this Section shall not prevent any transfer of Purchased Assets or Contributed Mortgage Loans in accordance with the Program Agreements.

lv. Security Interest. Each Seller shall do all things necessary to preserve the Purchased Assets, Contributed Mortgage Loans and the related Repurchase Assets so that they remain subject to a first priority perfected security interest hereunder. Without limiting the foregoing, each Seller will comply with all rules, regulations and other laws of any Governmental Authority (with respect to Sellers).

lvi. Records.

1. Each Seller shall collect and maintain or cause to be collected and maintained all Records relating to the Repurchase Assets in accordance with industry custom and practice for assets similar to the Repurchase Assets, and all such Records shall be in Custodian's or Servicer's, as applicable, possession unless Administrative Agent otherwise approves. Except in accordance with the Custodial Agreement, no Seller will allow any such papers, records or files that are an original or an only copy to leave Custodian's possession, except for individual items removed in connection with servicing a specific Contributed Mortgage Loan. Each Seller or any Servicer of the Contributed Mortgage Loans will maintain all such Records not in the possession of Custodian in good and complete condition in accordance with industry practices for assets similar to the Contributed Mortgage Loans and preserve them against loss.

2. For so long as Administrative Agent has an interest in or lien on any Contributed Mortgage Loan, each Seller will hold or cause to be held all related Records in trust for Administrative Agent. Each Seller shall notify, or cause to be notified, every other party holding any such Records of the interests and liens in favor of Administrative Agent granted hereby.

3. Upon reasonable advance notice from Custodian or Administrative Agent, but not more than three (3) times in each calendar year, the cost of which shall be subject to the Due Diligence Cap (provided that in and Event of Default has occurred and is continuing, none of the foregoing restrictions shall apply) each Seller shall, (x) make any and all such Records available to Custodian, Administrative Agent and a Buyer to examine any such Records, either by its own officers or employees, or by agents or contractors, or both, and make copies of all or any portion thereof, and (y) permit Administrative Agent or a Buyer or its authorized agents to discuss the affairs, finances and accounts of each Seller with, its chief operating officer and chief financial officer and to discuss the affairs, finances and accounts of such Seller with its independent certified public accountants.

lvii. Books. Each Seller shall keep or cause to be kept in reasonable detail books and records of account of its assets and business and shall clearly reflect therein the transfer of Purchased Assets and Contributed Mortgage Loans to Administrative Agent for the benefit of Buyers.

lviii. Approvals. Each Seller shall maintain all material licenses, material permits or other material approvals necessary for such Seller to conduct its business and to perform

its obligations under the Program Agreements, and such Seller shall conduct its business strictly in accordance with applicable law in all material respects.

lix. Reserved.

lx. Reserved.

lxi. Distributions. No Seller shall pay any dividends with respect to any capital stock or other equity interests in such entity, whether now or hereafter outstanding, or make any other distribution in respect thereof, either directly or indirectly, whether in cash or property or in obligations of such Seller.

lxii. Applicable Law. Each Seller shall comply with the requirements of all applicable material laws, rules, regulations and orders of any Governmental Authority (with respect to Sellers).

lxiii. Existence. Each Seller shall preserve and maintain its legal existence and all of its material rights, privileges, licenses and franchises necessary to comply with its obligations under the Agreement.

lxiv. Chief Executive Office; Jurisdiction of Organization. No Seller shall change its jurisdiction of formation from the jurisdiction referred to in Section 13(a)(17) or change its name, organizational identification number, identity or corporation structure unless it shall have provided Administrative Agent thirty (30) days' prior written notice of such change.

lxv. Taxes. Each Seller shall timely file all federal, state or local income and other material tax returns that are required to be filed by it and shall timely pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property whether or not shown on such returns prior to the date on which penalties attach thereto, except for any such tax, assessment, charge or levy the payment of which is being contested in good faith and by proper proceedings and against which adequate reserves are being maintained.

lxvi. Transactions with Affiliates. Without the prior written consent of Administrative Agent, no Seller shall nor shall any Seller permit the Transaction Subsidiary to enter into any transaction, including, without limitation, any purchase, sale, lease or exchange of property or the rendering of any service, with any Affiliate thereof or any entity directly or indirectly owned by, controlled by or managed by, a Seller, the Guarantor, a Limited Guarantor, AG Mortgage Investment Trust, Inc. or Angelo, Gordon & Co. L.P.

lxvii. Guarantees. Without the prior written consent of Administrative Agent, no Seller shall create, incur, assume or suffer to exist any Guarantees.

lxviii. Indebtedness. Without the prior written consent of Administrative Agent, no Seller shall incur any additional Indebtedness, including without limitation, any Indebtedness relating to any mortgage servicing rights or corporate or servicing advances.

lxix. Sale of Assets. Subject to the provisions of Section 4(a) hereof, no Seller shall nor shall any Seller permit the Transaction Subsidiary to agree to or effectuate the sale of any Purchased Asset or Contributed Mortgage Loan.

lxx. True and Correct Information. All information, reports, exhibits, schedules, financial statements or certificates of each Seller, any Subsidiary thereof or any of their officers furnished to Administrative Agent and/or Buyers hereunder and during Administrative Agent's and/or Buyers' diligence of such Seller are and will be true and complete and do not omit to disclose any material facts necessary to make the statements herein or therein, in light of the circumstances in which they are made, not misleading in all material respects. All required financial statements, information and reports delivered by each Seller to Administrative Agent and/or Buyers pursuant to this Agreement shall be prepared in accordance with U.S. GAAP, or, if applicable, to SEC filings, the appropriate SEC accounting regulations.

lxxi. Reserved.

lxxii. No Pledge. No Seller Party shall pledge, transfer or convey any security interest in the Holdback Accounts to any Person without the express written consent of Administrative Agent.

lxxiii. Plan Assets. No Seller shall be an employee benefit plan as defined in Section 3 of Title I of ERISA, or a plan described in Section 4975(e)(1) of the Code and such Seller shall not use "plan assets" within the meaning of 29 CFR §2510.3 101, as amended by Section 3(42) of ERISA to engage in this Agreement or any Transaction hereunder. Transactions by or with each Seller shall not be subject to any foreign, state or local statute regulating investments of or fiduciary obligations with respect to governmental plans within the meaning of Section 3(32) of ERISA or church plans within the meaning of Section 3(33) of ERISA.

lxxiv. Reserved.

lxxv. No Prohibited Persons. No Seller nor any of its officers, directors or members, shall be an entity or person: (i) whose name appears on the most current "List of Specially Designated National and Blocked Persons" (https://sanctionssearch.ofac.treas.gov/) maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (or to any Seller's knowledge, 50 percent or greater owned or controlled by such entities or persons); or (ii) who is otherwise subject to sanctions administered by OFAC (any and all parties or persons described in clauses (i) and (ii) above are herein referred to as a "Prohibited Person").

lxxvi. Reserved.

lxxvii. Reserved.

lxxviii. Reserved.

lxxix. SPE Covenant; Separateness. MAT Seller shall ensure that Transaction Subsidiary shall (i) own no assets other than the assets and transactions specifically contemplated by this Agreement and shall not engage in any business or activity other than as set forth in this Agreement or the Program Agreements; (ii) not enter into transactions with Subsidiaries unless such transactions are on an arm's-length basis, on commercially reasonable terms and on terms no less favorable than would be obtained in a comparable arm's-length transaction with an unrelated third-party; (iii) except as otherwise provided in Transaction Subsidiary Agreement, not dissolve or liquidate, in whole or in part; (iv) not consolidate or merge with or into any other entity or sell, lease, assign, convey or otherwise transfer all or substantially all of its properties and assets to any Person; (v) not take any action that knowingly shall cause Transaction Subsidiary to become insolvent; (vi) not guarantee or become obligated for the debts of any other Person; (vii) not hold out its credit as being available to satisfy the obligations of any other Person; (viii) not incur or assume any indebtedness except as contemplated by this Agreement or the Program Agreements; (ix) not pledge its assets for the benefit of any other Person or make any loans or advances to any entity except as contemplated by this Agreement or the Program Agreements; (x) not acquire the obligations or securities of its Subsidiaries or the depositor, except as contemplated by this Agreement or the Program Agreements; (xi) not identify itself as a division of any other person or entity; (xii) maintain books, records, resolutions and agreements as official records and separate from each other Person; (xiii) maintain its bank accounts separate from each other Person; (xiv) not commingle its funds or other assets with those of any other Person and hold all of its assets in its own name; (xv) conduct its own business in its own name; (xvi) not have its assets listed on the financial statements of another Person, except as required by U.S. generally accepted accounting principles consistently applied; (xvii) other than as contemplated by this Agreement or the Program Agreements, pay its own liabilities and expenses only out of its own funds; (xviii) allocate fairly and reasonably any overhead expenses that are shared with a Subsidiary (including, without limitation, telephone and other utility charges, the services of shared employees, consultants and agents, and reasonable legal and auditing expenses), and other items of cost and expense shared between the Transaction Subsidiary and any of its Subsidiaries, on the basis of actual use to the extent practicable, and to the extent such allocation is not practicable, on a basis reasonably related to actual use or the value of services rendered; (xvix) use separate stationery, invoices, and checks bearing its own name (or under any name licensed pursuant to any trademark license or similar agreement); (xx) hold itself out as a separate entity from the depositor and not conduct any business in the name of the depositor; (xxi) correct any known misunderstanding regarding its separate identity; (xxii) comply with the provisions of any organizational or governing documents; (xxiii) do all things necessary to observe organizational formalities and to preserve its existence, and shall not amend, modify, waive provisions of or otherwise change any of its organizational or

governing documents without the Administrative Agent's prior written consent; or (xxiv) maintain adequate capital for the normal obligations.

lxxx. Beneficial Ownership Certification. Each Seller shall at all times either (i) ensure that such Seller has delivered to Administrative Agent a Beneficial Ownership Certification, if applicable, and that the information contained therein is true and correct in all respects or (ii) deliver to Administrative Agent an updated Beneficial Ownership Certification within one (1) Business Day following the date on which the information contained in any previously delivered Beneficial Ownership Certification ceases to be true and correct in all respects.

25. Events of Default

Each of the following shall constitute an "Event of Default" hereunder:

lxxxi. [redacted].

lxxxii. Cross Default. Any Seller Party or any of their Subsidiaries shall be in default under any Indebtedness (including any hedge or swap agreement or Interest Rate Protection Agreement but excluding any securitization transaction), in the aggregate, in excess of (x) $250,000 of any Seller, Transaction Subsidiary or of such Subsidiary or (y) $500,000 of Guarantor or of such Subsidiary, in each case, which default (i) involves the failure to pay a matured obligation, or (ii) permits the acceleration of the maturity of obligations by any other party to or beneficiary with respect to such Indebtedness.

lxxxiii. Assignment. Assignment or attempted assignment by any Seller or the Transaction Subsidiary of this Agreement or the Transaction Subsidiary Pledge Agreement or any rights hereunder or thereunder, as applicable, without first obtaining the specific written consent of Administrative Agent, or the granting by any Seller or the Transaction Subsidiary of any security interest, lien or other encumbrances on any Purchased Assets or Contributed Mortgage Loans to any person other than Administrative Agent.

lxxxiv. Insolvency. An Act of Insolvency shall have occurred with respect to any Seller Party or any Subsidiary thereof.

lxxxv. Investment Manager. Angelo, Gordon & Co. L.P. or any Affiliate thereof ceases to be the investment manager of the majority members of the member of MAT Seller.

lxxxvi. Breach of Financial Representation or Covenant or Obligation. A breach by:

(i) any Seller of any of the representations, warranties or covenants or obligations set forth in Sections 13(a)(1) (Sellers' Existence), 13(a)(7) (Solvency), 14(b) (Prohibition of Fundamental Changes), 14(o) (Existence), 14(r) (Transactions with Affiliates), 14(t) (Indebtedness), 14(u) (Sale of Assets), 14(x) (No Pledge) or 14(y) (Plan Assets) of this Agreement;

(ii) Transaction Subsidiary of any of the representations, warranties or covenants or obligations set forth in Sections 7(a) (Solvency), 7(c) (Existence), 8(a) (Existence) and 8(g) (Separateness) of the Transaction Subsidiary Pledge Agreement; or

(iii) Guarantor of any of the representations, warranties or covenants or obligations set forth in Sections 10(a) (Guarantor Existence), 10(e) (Solvency), 11(b) (Prohibition of Fundamental Changes) and 11(k) (Plan Assets) of the Guaranty and Pledge.

lxxxvii. Breach of Non‑Financial Representation or Covenant. A breach by any Seller Party of any other material representation, warranty or covenant set forth in this Agreement, the Guaranty and Pledge or the Transaction Subsidiary Pledge Agreement or any other Program Agreement, as applicable (and not otherwise specified in Section 15(f) above), if such breach is not cured within ten (10) Business Days of such Seller Party's knowledge thereof.

lxxxviii. Change of Control. The occurrence of a Change in Control.

lxxxix. Failure to Transfer. Any Seller or Transaction Subsidiary, as applicable, fails to (i) transfer the Purchased Assets or pledge the Contributed Mortgage Loans, as applicable to Administrative Agent for the benefit of the applicable Buyer or (ii) transfer the Contributed Mortgage Loans to the Transaction Subsidiary on the applicable Purchase Date (provided the Administrative Agent, on behalf of the applicable Buyer, has tendered the related Purchase Price).

xc. Judgment. A final judgment or judgments for the payment of money that is not covered by insurance in excess of (i) $500,000 in the aggregate with respect to Guarantor or any Seller or (ii) $250,000 in the aggregate with respect to Transaction Subsidiary, in each case, shall be rendered against such party by one or more courts, administrative tribunals or other bodies having jurisdiction and the same shall not be satisfied, discharged (or provision shall not be made for such discharge) or bonded, or a stay of execution thereof shall not be procured, within forty-five (45) days from the date of entry thereof.

xci. Government Action. Any Governmental Authority (with respect to Sellers) or any person, agency or entity acting or purporting to act under governmental authority shall have taken any action to condemn, seize or appropriate, or to assume custody or control of, all or any substantial part of the Property of any Seller Party or any Subsidiary thereof, or shall have taken any action to displace the management of such Seller Party or any Subsidiary thereof or to curtail its authority in the conduct of the business of such Seller Party or any Subsidiary thereof, or takes any action in the nature of enforcement to remove, limit or restrict the approval of such Seller Party or Subsidiary as an issuer, buyer or a seller/servicer of Mortgage Loans or securities backed thereby, and such action provided for in this Section 15(k) shall not have been discontinued or stayed within fifteen (15) Business Days.

xcii. Inability to Perform. A Responsible Officer of any Seller Party shall admit in writing its inability to, or its intention not to, perform any of Sellers' Obligations

hereunder or the Transaction Subsidiary's obligations under the Transaction Subsidiary Pledge Agreement.

xciii. Security Interest. This Agreement, the Guaranty and Pledge or the Transaction Subsidiary Pledge Agreement, as applicable, shall for any reason cease to create a valid, first priority security interest in any material portion of the Purchased Assets, Contributed Mortgage Loans, other Repurchase Assets or Collateral, as applicable, purported to be covered hereby.

xciv. Purchased Asset. Any Seller fails to own one hundred percent (100%) of the applicable Purchased Assets.

xcv. Servicer Default. A Servicer Event of Termination shall have occurred and a successor Servicer is not identified within thirty (30) days and servicing is not transferred to a successor servicer reasonably acceptable to Administrative Agent and such successor servicer does not deliver a fully executed Servicing Agreement and Servicer Notice which are acceptable to Administrative Agent in its sole good faith discretion within ninety (90) days, as such period may be extended by Administrative Agent if Administrative Agent determines in its good faith discretion that Sellers are diligently pursuing the transfer of servicing; provided that the foregoing shall not apply if the Servicer Termination Event is solely the result of an Act of Insolvency with respect to Servicer.

xcvi. Guarantor Breach. Any written repudiation of the Guaranty and Pledge by the Guarantor or if the Guaranty and Pledge is found to be not enforceable against Guarantor by a court of competent jurisdiction or other Governmental Authority.

xcvii. REIT Status. MAT Seller shall fail to (i) maintain its status as a real estate investment trust under Section 856 of the Code or (ii) be entitled to claim dividend paid deductions pursuant to Section 857 of the Code and therefore fail the requirements of Section 857(a)(1) of the Code (after giving effect to any cure or corrective provisions, including pursuant to Section 860 of the Code).

xcviii. Participation Certificate and Purchased Security. Any Participation Certificate or Purchased Security is sold, pledged or otherwise transferred to any Person other than Administrative Agent or Buyers.

An Event of Default shall be deemed to be continuing unless expressly waived by Administrative Agent in writing.

26. Remedies Upon Default

In the event that an Event of Default shall have occurred and is continuing:

xcix. Administrative Agent may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency of any Seller or any Subsidiary of such Seller), declare an Event of Default to have occurred hereunder

and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). Administrative Agent shall (except upon the occurrence of an Act of Insolvency of any Seller or any Subsidiary of such Seller) give notice to each Seller of the exercise of such option as promptly as practicable.

c. If Administrative Agent exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Section, (i) each Seller's obligations in such Transactions to repurchase all Purchased Assets and Repurchase Assets at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Section, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by Administrative Agent and applied to the aggregate unpaid Repurchase Prices for all outstanding Transactions and any other amounts owing by any Seller hereunder in accordance with Section 7(i) and in accordance with the Administration Agreement, and (iii) each Seller shall immediately deliver to Administrative Agent the Asset Files relating to any Purchased Assets and Repurchase Assets subject to such Transactions then in such Seller's possession or control.

ci. Administrative Agent also shall have the right to obtain physical possession, and to commence an action to obtain physical possession, of all Records and files of any Seller relating to the Purchased Assets, Contributed Mortgage Loans and Repurchase Assets and all documents relating to the Purchased Assets and Repurchase Assets (including, without limitation, any legal, credit or servicing files with respect to the Purchased Assets and Repurchase Assets) which are then or may thereafter come in to the possession of such Seller or any third party acting for such Seller. To obtain physical possession of any Purchased Assets or Repurchase Assets held by Custodian, Administrative Agent shall present to Custodian a Trust Receipt. Without limiting the rights of Administrative Agent hereto to pursue all other legal and equitable rights available to Administrative Agent for each Seller's failure to perform its obligations under this Agreement, each Seller acknowledges and agrees that the remedy at law for any failure to perform obligations hereunder would be inadequate and Administrative Agent shall be entitled to specific performance, injunctive relief or other equitable remedies in the event of any such failure. The availability of these remedies shall not prohibit Administrative Agent from pursuing any other remedies for such breach, including the recovery of monetary damages.

cii. Administrative Agent shall have the right to direct all servicers then servicing any Contributed Mortgage Loans to remit all collections thereon to Administrative Agent, and if any such payments are received by a Seller, such Seller shall not commingle the amounts received with other funds of such Seller and shall promptly pay them over to Administrative Agent. Administrative Agent shall also have the right to terminate any one or all of the servicers then servicing any Purchased Assets and Contributed Mortgage Loans with or without cause in accordance with the applicable servicing agreement. In

addition, Administrative Agent shall have the right to immediately sell the Purchased Assets and Contributed Mortgage Loans and liquidate all Repurchase Assets. Such disposition of Purchased Assets, Contributed Mortgage Loans and Repurchase Assets may be, at Administrative Agent's option, on either a servicing-released or a servicing-retained basis. Administrative Agent shall not be required to give any warranties as to the Purchased Assets, Contributed Mortgage Loans or Repurchase Assets with respect to any such disposition thereof. Administrative Agent may specifically disclaim or modify any warranties of title or the like relating to the Purchased Assets, Contributed Mortgage Loans or Repurchase Assets. The foregoing procedure for disposition of the Purchased Assets, Contributed Mortgage Loans or Repurchase Assets and liquidation of the Repurchase Assets shall not be considered to adversely affect the commercial reasonableness of any sale thereof. Each Seller agrees that it would not be commercially unreasonable for Administrative Agent to dispose of the Purchased Assets, Contributed Mortgage Loans or the Repurchase Assets or any portion thereof by using internet sites that provide for the auction of assets similar to the Purchased Assets, Contributed Mortgage Loans or the Repurchase Assets, or that have the reasonable capability of doing so, or that match buyers and sellers of assets. Administrative Agent shall be entitled to place the Contributed Mortgage Loans in a pool for issuance of mortgage-backed securities at the then-prevailing price for such securities and to sell such securities for such prevailing price in the open market. Administrative Agent shall also be entitled to sell any or all of such Purchased Assets or Repurchase Assets individually for the prevailing price. Administrative Agent shall also be entitled, in its sole discretion to elect, in lieu of selling all or a portion of such Purchased Assets and Repurchase Assets, to give each Seller credit for such Purchased Assets and the Repurchase Assets in an amount equal to the Market Value of the Purchased Assets and Repurchase Assets against the aggregate unpaid Repurchase Price and any other amounts owing by such Seller hereunder.

ciii. Upon the happening of one or more Events of Default, Administrative Agent may apply any proceeds from the liquidation of the Purchased Assets and Repurchase Assets to the Repurchase Price hereunder and all other Obligations in the manner Administrative Agent deems appropriate in its sole discretion and subject to the Administration Agreement, but in all cases in accordance with Section 7(i) of this Agreement.

civ. Each Seller shall be liable to Administrative Agent and each Buyer for (i) the amount of all reasonable out-of-pocket legal or other expenses (including, without limitation, all costs and expenses of Administrative Agent and each Buyer in connection with the enforcement of this Agreement or any other agreement evidencing a Transaction, whether in action, suit or litigation or bankruptcy, insolvency or other similar proceeding affecting creditors' rights generally, further including, without limitation, the reasonable fees and expenses of outside counsel) incurred in connection with or as a result of an Event of Default, and (ii) any other actual loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

cv. Each Seller further recognizes that Administrative Agent may be unable to effect a public sale of any or all of the Participation Interests or Purchased Securities by reason

of certain prohibitions contained in the 1934 Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not a view to the distribution or resale thereof. In view of the nature of the Participation Interests or Purchased Securities, each Seller agrees that liquidation of any Participation Interests or any Purchased Securities may be conducted in a private sale and at such price as Administrative Agent may deem commercially reasonable. Administrative Agent shall be under no obligation to delay a sale of any of the Participation Interests or Purchased Securities for the period of time necessary to permit the Administrative Agent to register the Participation Interests or Purchased Securities for public sale under the 1934 Act, or under applicable state securities laws, even if Administrative Agent would agree to do so.

cvi. To the extent permitted by applicable law, each Seller shall be liable to Administrative Agent and each Buyer for interest on any amounts owing by such Seller hereunder, from the date such Seller becomes liable for such amounts hereunder until such amounts are (i) paid in full by such Seller or (ii) satisfied in full by the exercise of Administrative Agent's and Buyers' rights hereunder. Interest on any sum payable by any Seller under this Section 16(h) shall accrue at a rate equal to the Post Default Rate.

cvii. Administrative Agent shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

cviii. Administrative Agent may exercise one or more of the remedies available to Administrative Agent immediately upon the occurrence of an Event of Default and, except to the extent provided in subsections (a) and (d) of this Section, at any time thereafter without notice to Sellers; provided that Administrative Agent shall use good faith efforts to provide Sellers with such notice. All rights and remedies arising under this Agreement as amended from time to time hereunder are cumulative and not exclusive of any other rights or remedies which Administrative Agent may have.

cix. Administrative Agent may enforce its rights and remedies hereunder without prior judicial process or hearing, and each Seller hereby expressly waives any defenses such Seller might otherwise have to require Administrative Agent to enforce its rights by judicial process. Each Seller also waives any defense (other than a defense of payment or performance) such Seller might otherwise have arising from the use of nonjudicial process, enforcement and sale of all or any portion of the Repurchase Assets, or from any other election of remedies. Each Seller recognizes that nonjudicial remedies are consistent with the usages of the trade, are responsive to commercial necessity and are the result of a bargain at arm's length.

cx. Administrative Agent shall have the right to perform reasonable due diligence with respect to any Seller Party, the Purchased Assets and the Repurchase Assets, which review shall be at the expense of Sellers.

27. Reports

cxi. Default Notices. Each Seller shall and shall cause Guarantor to furnish to Administrative Agent (i) promptly, copies of any material and adverse notices (including, without limitation, notices of defaults, termination events, breaches, potential defaults or potential breaches) and (ii) immediately, notice of the occurrence of any (A) Event of Default hereunder, (B) default or breach by a Seller Party of any material obligation under any Program Agreement or any material contract or agreement of any Seller Party or (C) event or circumstance that such party reasonably expects has resulted in, or will, with the passage of time, result in, a Material Adverse Effect or an Event of Default or such a default or breach by such party.

cxii. Financial Notices. MAT Seller shall furnish to Administrative Agent:

1. [reserved];

2. as soon as available and in any event within forty-five (45) calendar days after the end of each calendar quarter, the unaudited combined consolidated balance sheets of the MAT Seller as of the end of such period and the related unaudited combined consolidated statements of income and changes in net assets for the MAT Seller and their consolidated Subsidiaries for such period and the portion of the fiscal year through the end of such period, accompanied by a certificate of a Responsible Officer of the MAT Seller, which certificate shall state that said consolidated financial statements fairly present in all material respects the combined consolidated financial condition and results of operations of the MAT Seller and its consolidated Subsidiaries in accordance with GAAP (other than solely with respect to footnotes and year-end adjustments) consistently applied, as at the end of, and for, such period;

3. as soon as available and in any event within one hundred and twenty (120) days after the end of each fiscal year of the MAT Seller the combined consolidated balance sheets of the MAT Seller and their consolidated Subsidiaries as at the end of such fiscal year and the related combined consolidated statements of income and retained earnings and of cash flows for the MAT Seller and their consolidated Subsidiaries for such year;

4. at the time such party furnishes each set of financial statements pursuant to Section 17(b)(2) or (3) above, an Officer's Compliance Certificate of a Responsible Officer of such party in the form attached as Exhibit A to the Pricing Side Letter;

5. as soon as available and in any event within thirty (30) days of receipt thereof:

a. if applicable, copies of any 10-Ks, 10-Qs, registration statements and other "corporate finance" SEC filings by each Seller and Guarantor, within five (5) Business Days of their filing with the SEC; provided, that, each Seller and Guarantor will provide Administrative Agent with a copy of

the annual 10-K filed with the SEC by such Seller and such Guarantor, no later than ninety (90) days after the end of the year;

b. such other information regarding the financial condition, operations, or business of each Seller Party as Administrative Agent may reasonably request; and

c. the particulars of any Event of Termination in reasonable detail.

cxiii. [Reserved].

cxiv. Notices of Certain Events. As soon as possible and in any event within five (5) Business Days of knowledge thereof, each Seller shall furnish to Administrative Agent notice of the following events:

1. any material change in accounting policies or financial reporting practices of any Seller Party;

2. any material issues raised upon examination of any Seller Party or such Seller Party's or such Guarantor's facilities, operations, servicing, origination or correspondent activities by any Governmental Authority; and

3. any other event, circumstance or condition that has resulted, or has a possibility of resulting, in a Material Adverse Effect with respect to each Seller Party.

cxv. Portfolio Performance Data. Unless previously provided to Administrative Agent by Servicer, on the Reporting Date of each calendar month, each Seller will furnish to Administrative Agent (i) in the event the Contributed Mortgage Loans are serviced on a "retained" basis, an electronic Mortgage Loan performance data, including, without limitation, delinquency reports and volume information, broken down by product (i.e., delinquency, foreclosure and net charge-off reports) and (ii) electronically, in a format mutually acceptable to Administrative Agent and Sellers, servicing information, including, without limitation, those fields reasonably requested by Administrative Agent from time to time, on a loan-by-loan basis and in the aggregate, with respect to the Contributed Mortgage Loans serviced by each Seller or the Servicer for the month (or any portion thereof) prior to the Reporting Date. In addition to the foregoing information on each Reporting Date, each Seller will furnish to Administrative Agent such information upon the occurrence and continuation of an Event of Default.

cxvi. Other Reports. Each Seller shall deliver to Administrative Agent any other reports or information reasonably requested by Administrative Agent or as otherwise required pursuant to this Agreement or as set forth in the Officer's Compliance Certificate delivered pursuant to Section 17(b)(4) above, the cost of which paid by any Seller Party shall be subject to the Due Diligence Cap.

28. Repurchase Transactions

A Buyer may, in its sole election, engage in repurchase transactions (as "seller" thereunder) with any or all

of the Purchased Assets, Contributed Mortgage Loans and/or Repurchase Assets or pledge, hypothecate, assign, transfer or otherwise convey any or all of the Purchased Assets, Contributed Mortgage Loans and/or Repurchase Assets with a counterparty of Buyers' choice (such transaction, a "Repledge Transaction") with the prior written consent of Sellers (such consent not to be unreasonably withheld); provided, that no such consent shall be required if such Repledge Transaction is (i) with an Affiliate of a Buyer or an Affiliate of Administrative Agent; (ii) with a Qualified Transferee or (iii) is entered into during the occurrence and continuance of an Event of Default. Any Repledge Transaction shall be effected by notice to the Administrative Agent, and shall be reflected on the books and records of the Administrative Agent. No such Repledge Transaction shall relieve such Buyer of its obligations to transfer Purchased Assets, Contributed Mortgage Loans and Repurchase Assets to any Seller (and not substitutions thereof) pursuant to the terms hereof, and no Seller Party shall be liable for any increased costs to the extent due solely to any Repledge Transaction. In furtherance, and not by limitation of, the foregoing, it is acknowledged that each counterparty under a Repledge Transaction (a "Repledgee"), is a repledgee as contemplated by Sections 9-207 and 9-623 of the UCC (and the relevant Official Comments thereunder). Administrative Agent and Buyers are each hereby authorized to share any information delivered hereunder with the Repledgee.

29. Single Agreement

Administrative Agent, Buyers and each Seller acknowledge they have and will enter into each Transaction hereunder, in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Administrative Agent, Buyers and each Seller agree (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder and (ii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

30. Notices and Other Communications

Any and all notices (with the exception of Transaction Requests, which shall be delivered via electronic mail or other electronic medium agreed to by the Administrative Agent and the Sellers), statements, demands or other communications hereunder may be given by a party to the other by mail, email, facsimile, messenger or otherwise to the address specified below, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the

preceding sentence. In all cases, to the extent that the related individual set forth in the respective "Attention" line is no longer employed by the respective Person, such notice may be given to the attention of a Responsible Officer of the respective Person or to the attention of such individual or individuals as subsequently notified in writing by a Responsible Officer of the respective Person.

If to Sellers:

Mortgage Acquisition Trust I LLC
c/o GCAT Management LLC
245 Park Avenue, 26th Floor
New York, New York 10167
Attn: Chief Risk Officer
Tel: 212-692-200
Fax: 212-867-9328
Email: aparks@angelogordon.com

If to Guarantor:

Mortgage Acquisition Holding I LLC
c/o GCAT Management LLC
245 Park Avenue, 26th Floor
New York, New York 10167

If to Administrative Agent:

For Transaction Requests:CSFBMC LLCc/o Credit Suisse Securities (USA) LLCOne Madison Avenue, 2nd floorNew York, New York 10010Attention: Christopher Bergs, Resi Mortgage Warehouse OpsPhone: 212 538 5087E mail: christopher.bergs@credit suisse.com

with a copy to: Credit Suisse First Boston Mortgage Capital LLCc/o Credit Suisse Securities (USA) LLCEleven Madison Avenue, 4th FloorNew York, NY 10010Attention: Robert DurdenE mail: robert.durden@credit suisse.com

For all other Notices:Credit Suisse First Boston Mortgage Capital LLCc/o Credit Suisse Securities (USA) LLCEleven Madison Avenue, 4th FloorNew York, New York 10010Attention: Robert DurdenPhone Number: 212 538 6625E mail: robert.durden@credit suisse.com

with a copy to:Credit Suisse First Boston Mortgage Capital LLCc/o Credit Suisse Securities (USA) LLCOne Madison Avenue, 9th FloorNew York, NY 10010Attention: Legal Department—RMBS Warehouse LendingFax Number: (212) 322 2376

31. Entire Agreement; Severability

This Agreement and the Administration Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

32. Non assignability

cxvii.Assignments. The Program Agreements are not assignable by any Seller or Guarantor. Subject to Section 36 (Acknowledgement of Assignment and Administration of Repurchase Agreement) hereof, Administrative Agent and Buyers may from time to time assign all or a portion of their rights and obligations under this Agreement and the Program Agreements pursuant to the Administration Agreement with the prior written consent of Sellers (such consent not to be unreasonably withheld); provided, that no such consent shall be required if such assignment is (i) to an Affiliate of a Buyer or an Affiliate of Administrative Agent; or (ii) during the occurrence and continuance of an Event of Default; provided, however that Administrative Agent shall maintain, solely for this purpose as a non-fiduciary agent of each Seller, for review by such Seller upon written request, a register of assignees and participants (the "Register") and a copy of an executed assignment and acceptance by Administrative Agent and assignee ("Assignment and Acceptance"), specifying the percentage or portion of such rights and obligations assigned. The entries in the Register shall be conclusive absent manifest error, and the Sellers, Guarantor, Administrative Agent and Buyers shall treat each Person whose name is recorded in the Register pursuant to the preceding sentence as a Buyer hereunder. Upon such assignment and recordation in the Register, (a) such assignee shall be a party hereto and to each Program Agreement to the extent of the percentage or portion set forth in the Assignment and

Acceptance, and shall succeed to the applicable rights and obligations of Administrative Agent and Buyers hereunder, as applicable, and (b) Administrative Agent and Buyers, as applicable, shall be released from its obligations hereunder and under the Program Agreements. Any assignment hereunder shall be deemed a joinder of such assignee as a Buyer hereto. Unless otherwise stated in the Assignment and Acceptance, each Seller shall continue to take directions solely from Administrative Agent unless otherwise notified by Administrative Agent in writing. Administrative Agent and Buyers may distribute to any prospective or actual assignee this Agreement, the other Program Agreements, any document or other information delivered to Administrative Agent and/or Buyers by any Seller.

cxviii. Participations. Any Buyer may sell participations to one or more Persons in or to all or a portion of its rights and obligations under this Agreement and under the Program Agreements with the prior written consent of Sellers (such consent not to be unreasonably withheld); provided, that no such consent shall be required if such participation is (i) to an Affiliate of a Buyer or an Affiliate of Administrative Agent; (ii) to a Qualified Transferee or (iii) during the occurrence and continuance of an Event of Default; provided, however, that (i) such Buyer's obligations under this Agreement and the other Program Agreements shall remain unchanged, (ii) such Buyer shall remain solely responsible to the other parties hereto for the performance of such obligations; and (iii) each Seller shall continue to deal solely and directly with Administrative Agent and/or Buyers in connection with such Buyer's rights and obligations under this Agreement and the other Program Agreements except as provided in Section 11. Administrative Agent and Buyers may distribute to any prospective or actual participant this Agreement, the other Program Agreements any document or other information delivered to Administrative Agent and/or Buyers by any Seller.

33. Set□off

In addition to any rights and remedies of the Administrative Agent and Buyers hereunder and by law, the Administrative Agent and Buyers shall have the right, without prior notice to the Sellers or Guarantor, any such notice being expressly waived by the Sellers and Guarantor to the extent permitted by applicable law to set-off and appropriate and apply against any Obligation from any Seller, Guarantor thereof to a Buyer or any of its Subsidiaries any and all deposits (general or special, time or demand, provisional or final), in any currency, and any other obligation (including to return excess margin), credits, indebtedness or claims, in any currency, in each case whether direct or indirect, absolute or contingent, matured or unmatured, at any time held or owing by or due from a Buyer or any Subsidiary thereof to or for the credit or the account of the Sellers or Guarantor. All such set-offs shall be subject to the priorities set forth in the Administration Agreement.

34. Binding Effect; Governing Law; Jurisdiction

cxix. This Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Each Seller acknowledges that the obligations of Administrative Agent and Buyers hereunder or otherwise are not the subject of any guaranty by, or recourse to, any direct or indirect parent or other Subsidiary of Administrative Agent and Buyers. THIS AGREEMENT SHALL BE CONSTRUED IN

ACCORDANCE WITH, AND GOVERNED BY, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

cxx. EACH SELLER HEREBY WAIVES TRIAL BY JURY. EACH SELLER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY COURT OF THE STATE OF NEW YORK, OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, ARISING OUT OF OR RELATING TO THE PROGRAM AGREEMENTS IN ANY ACTION OR PROCEEDING. EACH SELLER HEREBY SUBMITS TO, AND WAIVES ANY OBJECTION IT MAY HAVE TO, EXCLUSIVE PERSONAL JURISDICTION AND VENUE IN THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WITH RESPECT TO ANY DISPUTES ARISING OUT OF OR RELATING TO THE PROGRAM AGREEMENTS.

35. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Section 6(a), 16(a) or otherwise, will not constitute a waiver of any right to do so at a later date.

36. Intent

cxxi. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended, a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended, and a "master netting agreement" as that term is defined in Section 101(38A)(A) of the Bankruptcy Code, that all payments hereunder are deemed "margin payments" or "settlement payments" as defined in Title 11 of the United States Code, and that the pledge of the Repurchase Assets constitutes "a security agreement or other arrangement or other credit enhancement" that is "related to" the Agreement and Transactions hereunder within the meaning of Sections 101(38A)(A), 101(47)(A)(v) and 741(7)(A)(xi) of the Bankruptcy Code. Each Seller, Administrative Agent and Buyers further recognize and intend that this Agreement is an agreement to provide financial accommodations and is not subject to assumption pursuant to Bankruptcy Code Section 365(a).

cxxii.Administrative Agent's or a Buyer's right to liquidate the Purchased Assets, Contributed Mortgage Loans and Repurchase Assets delivered to it in connection with the Transactions hereunder or to accelerate or terminate this Agreement or otherwise

exercise any other remedies pursuant to Section 16 hereof is a contractual right to liquidate, accelerate or terminate such Transaction as described in Bankruptcy Code Sections 555, 559 and 561; any payments or transfers of property made with respect to this Agreement shall be considered a "margin payment" as such term is defined in Bankruptcy Code Section 741(5).

cxxiii. The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

cxxiv. It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

cxxv. This Agreement is intended to be a "repurchase agreement", "master netting agreement" and a "securities contract," within the meaning of Section 101(38A)(A), Section 101(47), Section 555, Section 559, Section 561 and Section 741 under the Bankruptcy Code.

cxxvi. Each party agrees that this Agreement is intended to create mutuality of obligations among the parties, and as such, the Agreement constitutes a contract which (i) is between all of the parties and (ii) places each party in the same right and capacity.

37. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

cxxvii. in the case of Transactions in which one of the parties is a broker or dealer registered with the SEC under Section 15 of the 1934 Act, the Securities Investor Protection Corporation has taken the position that the provisions of the SIPA do not protect the other party with respect to any Transaction hereunder;

cxxviii. in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

cxxix. in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a

deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

38. Power of Attorney

Each Seller hereby authorizes Administrative Agent to file such financing statement or statements relating to the Repurchase Assets as Administrative Agent, at its option, may deem appropriate. Each Seller hereby appoints Administrative Agent as such Seller's agent and attorney-in-fact to execute any such financing statement or statements in such Seller's name and to perform all other acts which Administrative Agent deems appropriate to perfect and continue its ownership interest in and/or the security interest granted hereby, if applicable, and to protect, preserve and realize upon the Repurchase Assets, including, but not limited to, the right to endorse notes, complete blanks in documents, transfer servicing, and sign assignments on behalf of such Seller as its agent and attorney-in-fact. This agency and power of attorney is coupled with an interest and is irrevocable without Administrative Agent's consent. Notwithstanding the foregoing, the power of attorney hereby granted may be exercised only during the occurrence and continuance of any Event of Default hereunder. Sellers shall pay the filing costs for any financing statement or statements prepared pursuant to this Section 28. In addition to the foregoing, each Seller agrees to execute a Power of Attorney, in the form of Exhibit A hereto, to be delivered on the date hereof; provided that, Administrative Agent shall not exercise such Power of Attorney unless an Event of Default has occurred and is continuing.

39. Buyers May Act Through Administrative Agent and Transaction Subsidiary May Act Through Sellers

Each Buyer has designated the Administrative Agent under the Administration Agreement for the purpose of performing any action hereunder. Pursuant to the Transaction Subsidiary Agreement, Transaction Subsidiary has appointed each Seller as its agent with respect to the execution, delivery and/or performance of any Program Agreement, including, without limitation, the Custodial Agreement, the Servicing Agreement and the Servicer Notice.

40. Indemnification; Obligations

cxxx. Each Seller agrees to hold Administrative Agent, Buyers and each of their respective Affiliates and their officers, directors, employees, agents and advisors (each, an "Indemnified Party") harmless from and indemnify each Indemnified Party (and will reimburse each Indemnified Party as the same is incurred) against all liabilities, losses, damages, judgments, costs and expenses (including, without limitation, reasonable fees and expenses of counsel) of any kind which may be imposed on, incurred by, or asserted against any Indemnified Party relating to or arising out of this Agreement, any Transaction Request, any Program Agreement or any transaction contemplated hereby or thereby resulting from anything other than the Indemnified Party's gross negligence or willful misconduct. Each Seller also agrees to reimburse each Indemnified Party for all reasonable out-of-pocket expenses in connection with the enforcement of this Agreement and the exercise of any right or remedy provided for herein, any Transaction Request and any Program Agreement, including, without limitation, the reasonable out-of-pocket fees

and disbursements of counsel. Each Seller's agreements in this Section 30 shall survive the payment in full of the Repurchase Price and the expiration or termination of this Agreement. Each Seller hereby acknowledges that its obligations hereunder are recourse obligations of such Seller and are not limited to recoveries each Indemnified Party may have with respect to the Purchased Assets and Repurchase Assets.

cxxxi. This Section 30 shall not apply to Taxes other than Taxes representing losses, claims or damages arising from a non-Tax claim.

cxxxii. Without limiting the provisions of Section 30(a) hereof, if any Seller fails to pay when due any costs, expenses or other amounts payable by it under this Agreement, including, without limitation, fees and expenses of counsel and indemnities, such amount may be paid on behalf of such Seller by Administrative Agent (subject to reimbursement by such Seller) in its sole discretion.

41. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement in a Portable Document Format (PDF) or by facsimile shall be effective as delivery of a manually executed original counterpart of this Agreement.

42. Confidentiality

cxxxiii. This Agreement and its terms, provisions, supplements and amendments, and notices hereunder, are proprietary to Administrative Agent and Buyers and shall be held by each Seller, Administrative Agent and Buyers in strict confidence and shall not be disclosed to any third party without the written consent of non-disclosing party except for (i) disclosure to the disclosing party's direct and indirect Affiliates and Subsidiaries, attorneys, accountants, but only to the extent such disclosure is necessary and such parties agree to hold all information in strict confidence, (ii) disclosure required by law, rule, regulation or order of a court or other regulatory body ("Governmental Order") or rating agency in connection with any securities issued by Buyer or an Affiliate of a Buyer, (iii) disclosure as Administrative Agent and Buyers deem appropriate in connection with the enforcement of Administrative Agent's or Buyers' rights hereunder or under any Transaction or in connection with working with Administrative Agent's and Buyer's affiliates, Subsidiaries and representatives in connection with the management and/or review of the Transactions (iv) disclosure of any confidential terms that are in the public domain other than due to a breach of this covenant, (v) (subject to the restrictions set forth in Section 22 hereof) disclosure made to an assignee, participant, repledgee or any of their direct and indirect affiliates and Subsidiaries, representatives, attorneys or accountants, but only to the extent such disclosure is necessary in connection with the transactions or performing rights or obligations hereunder. Notwithstanding the foregoing or anything to the contrary contained herein or in any other Program Agreement, the parties hereto may disclose to any and all Persons, without limitation of any kind, the federal, state and local

tax treatment of the Transactions, any fact relevant to understanding the federal, state and local tax treatment of the Transactions, and all materials of any kind (including opinions or other tax analyses) relating to such federal, state and local tax treatment and that may be relevant to understanding such tax treatment; provided that no Seller may disclose the name of or identifying information with respect to Administrative Agent and Buyers or any pricing terms (including, without limitation, [redacted], the Pricing Rate, Purchase Price and any other fees specified in the Pricing Side Letter) or other nonpublic business or financial information (including any sublimits and financial covenants) that is unrelated to the federal, state and local tax treatment of the Transactions and is not relevant to understanding the federal, state and local tax treatment of the Transactions, without the prior written consent of the Administrative Agent.

cxxxiv. Notwithstanding anything in this Agreement to the contrary, each Seller shall comply with all applicable local, state and federal laws, including, without limitation, all privacy and data protection law, rules and regulations that are applicable to the Purchased Assets and the Repurchase Assets and/or any applicable terms of this Agreement (the "Confidential Information"). Each Seller understands that the Confidential Information may contain "nonpublic personal information", as that term is defined in Section 509(4) of the Gramm Leach Bliley Act (the "Act"), and each Seller agrees to maintain such nonpublic personal information that it receives hereunder in accordance with the Act and other applicable federal and state privacy laws. Each Seller shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the "nonpublic personal information" of the "customers" and "consumers" (as those terms are defined in the Act) of Administrative Agent and Buyers or any Affiliate of Administrative Agent or Buyers which each Seller holds, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information. Each Seller represents and warrants that it has implemented appropriate measures to meet the objectives of Section 501(b) of the Act and of the applicable standards adopted pursuant thereto, as now or hereafter in effect. Upon request, each Seller will provide evidence reasonably satisfactory to allow Administrative Agent and/or Buyers to confirm that the providing party has satisfied its obligations as required under this Section. Without limitation, this may include Administrative Agent's or Buyers' review of audits, summaries of test results, and other equivalent evaluations of each Seller. Each Seller shall notify Administrative Agent immediately following discovery of any breach or compromise of the security, confidentiality, or integrity of nonpublic personal information of the customers and consumers of Administrative Agent, Buyers or any Affiliate of Buyers provided directly to such Seller by Administrative Agent, Buyers or such Affiliate. Each Seller shall provide such notice to Administrative Agent by personal delivery, by facsimile with confirmation of receipt, or by overnight courier with confirmation of receipt to the applicable requesting individual.

cxxxv. Notwithstanding the foregoing and solely for the period commencing on the Effective Date through and including the date that is six (6) months thereafter, Administrative Agent and Buyers, hereby agree:

(i) to treat the identity of each Originator as confidential information subject to this Section 32, which for the avoidance of doubt, shall be subject to the exceptions to disclosures set forth in Section 32(a) above (the "Originator Confidential Information");

(ii) to use the Originator Confidential Information solely for the purpose of the evaluation and administration of the Contributed Mortgage Loans hereunder; and

(iii) not to use the Originator Confidential Information, to solicit the purchase of Similar Mortgage Loans from any Originator, to bid for the purchase of Similar Mortgage Loans from any Originator or to out-bid the Sellers for the purchase of Similar Mortgage Loans from any Originator, without first providing prior written notice to the Sellers and permitting the Sellers a reasonable period of time to bid or purchase such mortgage loans.

For the avoidance of doubt, Originator Confidential Information shall not include circumstances in which the Administrative Agent, Buyers, or their residential mortgage whole loan trading desk located in the United States have independent knowledge of the identity of the applicable Originator and in such circumstances, the restrictions set forth in this Section 32(c) shall not be applicable.

43. Recording of Communications

Administrative Agent, Buyers and Sellers shall have the right (but not the obligation) from time to time to make or cause to be made tape recordings of communications between its employees and those of the other party with respect to Transactions. Administrative Agent, Buyers and Sellers consent to the admissibility of such tape recordings in any court, arbitration, or other proceedings. The parties agree that a duly authenticated transcript of such a tape recording shall be deemed to be a writing conclusively evidencing the parties' agreement.

44. Periodic Due Diligence Review

Each Seller and Guarantor acknowledges that Administrative Agent and Buyers have the right to perform continuing due diligence reviews with respect to the Sellers, the Transaction Subsidiary, the Guarantor and the Contributed Mortgage Loans and Purchased Assets, for purposes of verifying compliance with the representations, warranties and specifications made hereunder, for the purpose of performing quality control review of the Contributed Mortgage Loans and Purchased Assets or otherwise, and each Seller agrees that upon reasonable (but no less than one (1) Business Day's) prior notice unless an Event of Default shall have occurred, in which case no notice is required, to Sellers, Administrative Agent, Buyers or their authorized representatives will be permitted no more than three (3) times per calendar year (unless an Event of Default has occurred and is continuing) during normal business hours to examine, inspect, and make copies and extracts of, the Asset Files and any and all documents, data, records, agreements, instruments or information relating to such Contributed Mortgage Loans and Purchased Assets (including, without limitation, quality control review) in the possession or under the control of a Seller, the Transaction Subsidiary, the Guarantor and/or the Custodian, the cost of which if paid by any Seller Party shall be subject to the Due Diligence Cap. Each Seller also shall make available to Administrative Agent and Buyers a knowledgeable

financial or accounting officer for the purpose of answering questions respecting the Asset Files and the Contributed Mortgage Loans and Purchased Assets. Without limiting the generality of the foregoing, each Seller acknowledges that Administrative Agent and Buyers may purchase the Contributed Mortgage Loans and Purchased Assets from such Seller based solely upon the information provided by such Seller to Administrative Agent and Buyers in the Asset Schedule and the representations, warranties and covenants contained herein, and that Administrative Agent or Buyers, at their option, have the right at any time to conduct a partial or complete due diligence review on some or all of the Contributed Mortgage Loans and Purchased Assets purchased in a Transaction, including, without limitation, ordering Broker's price opinions, new credit reports and new appraisals on the related Mortgaged Properties and otherwise re-generating the information used to originate such Contributed Mortgage Loan. Administrative Agent or Buyers may underwrite such Contributed Mortgage Loans itself or engage a mutually agreed upon third party underwriter to perform such underwriting. Each Seller agrees to cooperate with Administrative Agent, Buyers and any third party underwriter in connection with such underwriting, including, but not limited to, providing Administrative Agent, Buyers and any third party underwriter with access to any and all documents, records, agreements, instruments or information relating to such Contributed Mortgage Loans in the possession, or under the control, of such Seller. Each Seller further agrees that each Seller shall pay all out-of-pocket costs and expenses incurred by Administrative Agent and Buyers in connection with Administrative Agent's and Buyers' activities pursuant to this Section 34 in an amount not to exceed the Due Diligence Cap; provided that the Due Diligence Cap shall not apply upon the occurrence of an Event of Default.

45. Authorizations

Any of the persons whose signatures and titles appear on Schedule 2 are authorized, acting singly, to act for Sellers or Administrative Agent to the extent set forth therein, as the case may be, under this Agreement. The Sellers may amend Schedule 2 from time to time by delivering a revised Schedule 2 to Administrative Agent and expressly stating that such revised Schedule 2 shall replace the existing Schedule 2.

46. Acknowledgment of Assignment and Administration of Repurchase Agreement

Pursuant to Section 22 (Non assignability) of this Agreement, Administrative Agent may sell, transfer and convey or allocate certain Purchased Assets, Contributed Mortgage Loans and the related Repurchase Assets and related Transactions to certain affiliates of Administrative Agent and/or one or more CP Conduits (the "Additional Buyers"). Each Seller hereby acknowledges and agrees to the joinder of such Additional Buyers and the assignments and the terms and provisions set forth in the Administration Agreement. The Administrative Agent shall administer the provisions of this Agreement, subject to the terms of the Administration Agreement for the benefit of the Buyers and any Repledgees, as applicable. For the avoidance of doubt, all payments, notices, communications and agreements pursuant to this Agreement shall be delivered to, and entered into by, the Administrative Agent for the benefit of the Buyers and/or the Repledgees, as applicable. Furthermore, to the extent that the

Administrative Agent exercises remedies pursuant to this Agreement, any of the Administrative Agent and/or any Buyer will have the right to bid on and/or purchase any of the Repurchase Assets pursuant to Section 16 (Remedies Upon Default). The benefit of all representations, rights, remedies and covenants set forth in the Agreement shall inure to the benefit of the Administrative Agent on behalf of each Buyer and Repledgees, as applicable. All provisions of the Agreement shall survive the transfers contemplated herein (including any Repledge Transactions) and in the Administration Agreement, except to the extent such provisions are modified by the Administration Agreement. In the event of a conflict between the Administration Agreement and this Agreement, the terms of the Administration Agreement shall control. Notwithstanding that multiple Buyers may purchase individual Mortgage Loans subject to Transactions entered into under this Agreement, all Transactions shall continue to be deemed a single Transaction and all of the Repurchase Assets shall be security for all of the Obligations hereunder, subject to the priority of payments provisions set forth in the Administration Agreement.

47. No Reliance

Each Seller has made its own independent decisions to enter into the Program Agreements and each Transaction and as to whether such Transaction is appropriate and proper for it based upon its own judgment and upon advice from such advisors (including without limitation, legal counsel and accountants) as it has deemed necessary. No Seller is relying upon any advice from Administrative Agent or Buyers as to any aspect of the Transactions, including without limitation, the legal, accounting or tax treatment of such Transactions.

48. Acknowledgement of Anti-Predatory Lending Policies

Administrative Agent has in place internal policies and procedures that expressly prohibit its purchase of any High Cost Mortgage Loan.

49. Documents Mutually Drafted

The Sellers, the Administrative Agent and the Buyers agree that this Agreement and each other Program Agreement prepared in connection with the Transactions set forth herein have been mutually drafted and negotiated by each party, and consequently such documents shall not be construed against either party as the drafter thereof.

50. General Interpretive Principles

For purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

cxxxvi. the terms defined in this Agreement have the meanings assigned to them in this Agreement and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other gender;

cxxxvii. accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP;

cxxxviii. references herein to "Articles", "Sections", "Subsections", "Paragraphs", and other subdivisions without reference to a document are to designated Articles, Sections, Subsections, Paragraphs and other subdivisions of this Agreement;

cxxxix. a reference to a Subsection without further reference to a Section is a reference to such Subsection as contained in the same Section in which the reference appears, and this rule shall also apply to Paragraphs and other subdivisions;

cxl. the words "herein", "hereof", "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular provision;

cxli. the term "include" or "including" shall mean without limitation by reason of enumeration;

cxlii. all times specified herein or in any other Program Agreement (unless expressly specified otherwise) are local times in New York, New York unless otherwise stated;

cxliii. all references herein or in any Program Agreement to "good faith" means good faith as defined in Section 1201(b)(20) of the UCC as in effect in the State of New York; and

cxliv. an Event of Default shall be deemed continuing unless such Event of Default has been waived in writing.

51. Conflicts

In the event of any conflict between the terms of this Agreement and any other Program Agreement, the documents shall control in the following order of priority: first, the terms of the Pricing Side Letter shall prevail, then the terms of the Administration Agreement, then the terms of this Agreement shall prevail, and then the terms of the other Program Agreements shall prevail.

52. Bankruptcy Non-Petition

The parties hereby agree that they shall not institute against, or join any other person in instituting against, any Buyer that is a CP Conduit any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or other proceeding under any federal or state bankruptcy or similar law, for one year and one day after the latest maturing commercial paper note issued by the applicable CP Conduit is paid in full.

53. Limited Recourse

The obligations of each Buyer under this Agreement or any other Program Agreement are solely the corporate obligations of such Buyer. No recourse shall be had for

the payment of any amount owing by any Buyer under this Agreement, or for the payment by any Buyer of any fee in respect hereof or any other obligation or claim of or against such Buyer arising out of or based on this Agreement, against any stockholder, partner, member, employee, officer, director or incorporator or other authorized person of such Buyer. In addition, notwithstanding any other provision of this Agreement, the Parties agree that all payment obligations of any Buyer that is a CP Conduit under this Agreement shall be limited recourse obligations of such Buyer, payable solely from the funds of such Buyer available for such purpose in accordance with its commercial paper program documents. Each party waives payment of any amount which such Buyer does not pay pursuant to the operation of the preceding sentence until the day which is at least one year and one day after the payment in full of the latest maturing commercial paper note (and waives any "claim" against such Buyer within the meaning of Section 101(5) of the Bankruptcy Code or any other Debtor Relief Law for any such insufficiency until such date).

54. Joint and Several

Sellers, Administrative Agent and Buyers hereby acknowledge and agree that Sellers are each jointly and severally liable to Administrative Agent and Buyers for all of their respective obligations hereunder. Accordingly, each Seller waives any and all notice of creation, renewal, extension or accrual of any of the Obligations and notice of or proof of reliance by Administrative Agent upon such Seller's joint and several liability. Each Seller waives diligence, presentment, protest, demand for payment and notice of default or nonpayment to or upon such Seller with respect to the Obligations. When pursuing its rights and remedies hereunder against any Seller, Administrative Agent may, but shall be under no obligation to, pursue such rights and remedies hereunder against any Seller or against any collateral security for the Obligations or any right of offset with respect thereto, and any failure by Administrative Agent to pursue such other rights or remedies or to collect any payments from such Seller to realize upon any such collateral security or to exercise any such right of offset, or any release of such Seller or any such collateral security, or right of offset, shall not relieve such Seller of any liability hereunder, and shall not impair or affect the rights and remedies, whether express, implied or available as a matter of law, of Administrative Agent against such Seller.

55. Amendment and Restatement

Administrative Agent, Buyers and Sellers previously entered into the Existing Facility. Administrative Agent, Buyers and Sellers desire to enter into this Agreement in order to amend and restate the Existing Facility in its entirety. The amendment and restatement of the Existing Facility shall become effective on the Effective Date, and each of Administrative Agent, Buyers and Sellers shall hereafter be bound by the terms and conditions of this Agreement and the other Program Agreements. This Agreement amends and restates the terms and conditions of the Existing Facility and is not a novation of any of the agreements or obligations incurred pursuant to the terms thereof. Accordingly, all of the agreements and obligations incurred pursuant to the terms of the

Existing Facility are hereby ratified and affirmed by the parties hereto and remain in full force and effect. For the avoidance of doubt, it is the intent of Administrative Agent, Buyers and Sellers that the security interests and liens granted in the Purchased Assets pursuant to Section 8 of the Existing Facility shall continue in full force and effect. All references to the Existing Facility in any Program Agreement or other document or instrument delivered in connection therewith shall be deemed to refer to this Agreement and the provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first above written.

Credit Suisse First Boston Mortgage Capital LLC,
as Administrative Agent

By: /s/ Ernest Calabrese Name: Ernest Calabrese Title: Vice President

Credit Suisse AG, Cayman Islands Branch,
as a Buyer

By: /s/ Ernest Calabrese Name: Ernest Calabrese Title: Authorized Signatory

By: /s/ Kevin Quinn Name: Kevin Quinn Title: Authorized Signatory

Alpine Securitization LTD, as a Buyer, by Credit Suisse
AG, NEW YORK BRANCH as Attorney-in-fact

By: /s/ Kevin Quinn Name: Kevin Quinn Title: Vice President

By: /s/ Jason Ruchelsman Name: Jason Ruchelsman Title: Director

MORTGAGE ACQUISITION TRUST I LLC, as a Seller

By: /s/ Raul E Moreno Name: Raul E. MorenoTitle: Secretary

Master Repurchase Agreement

September 1996 Version

Dated as of June 6, 2019

Between: and

Credit Suisse AG, Cayman Islands Branch Mortgage Acquisition Trust I, LLC

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratori- um, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commence- ment of any such case or proceeding against such party, or another seeking such an appoint- ment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appoint- ment or election, the issuance of such a protective decree or the entry of an order having a sim- ilar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) “Additional Purchased Securities”, Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;
(c)

a. “Buyer’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of the Buyer’s Margin Percentage to the Repurchase Price for such Transaction as of such date;

b. “Buyer’s Margin Percentage”, with respect to any Transaction as of any date, a percentage (which may be equal to the Seller’s Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

c. “Confirmation”, the meaning specified in Paragraph 3(b) hereof;

d. “Income”, with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

e. “Margin Deficit”, the meaning specified in Paragraph 4(a) hereof;

f. “Margin Excess”, the meaning specified in Paragraph 4(b) hereof;

g. “Margin Notice Deadline”, the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfac- tion of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

h. “Market Value”, with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

i. “Price Differential”, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days dur- ing the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

j. “Pricing Rate”, the per annum percentage rate for determination of the Price Differential;

k. “Prime Rate”, the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

l. “Purchase Date”, the date on which Purchased Securities are to be transferred by Seller to Buyer;

m.

a. “Purchase Price”, (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree oth- erwise, such price increased by the amount of any cash transferred by Buyer to Seller pur- suant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller’s obligations under clause (ii) of Paragraph 5 hereof;

b. “Purchased Securities”, the Securities transferred by Seller to Buyer in a Transaction here- under, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term “Purchased Securities” with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

c. “Repurchase Date”, the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

d. “Repurchase Price”, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

e. “Seller’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of the Seller’s Margin Percentage to the Repurchase Price for such Transaction as of such date;

f. “Seller’s Margin Percentage”, with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer’s Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

1. Initiation; Confirmation; Termination

a. An agreement to enter into a Transaction may be made orally or in writing at the initia- tion of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

b. Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a “Confirmation”). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with

c.

respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

a. In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market prac- tice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termina- tion in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

1. Margin Maintenance

a. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggre- gate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

b. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

c. If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subpara- graph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

d. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

e.

a. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

b. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respec t to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

1. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the cre- ation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

2. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

3. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

1. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subjec t to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corpo- ration. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall pre- clude Buyer from engaging in repurchase transactions with the Purchased Securities or other- wise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pur- suant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* **X**[m**XX**ay**X**]**X***X* be subject to liens granted by Seller to [its clearing bank]* [**X**th**X**i**X**rd**XX**p**X**ar**X**t**X**ie**X**s**X**]***X** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [**X**a**X**ny**X**]**X***X* lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. ß403.4(e) if Seller is a government securities broker or dealer other than a financial institution.
** Language to be used under 17 C.F.R. ß403.5(d) if Seller is a financial institution.

2. Substitution

a. Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

b. In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the P urchased Securities for which they are substituted.

c.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly author ized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to author ize such exe- cution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and s uch autho- rizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by- law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails t o transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to com- ply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its oblig- ations hereunder (each an "Event of Default"):

(a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not alr eady occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date deter- mined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's posses- sion or control.

a. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

b. If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, withou t prior notice to the defaulting party, may:

   i. as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretio n elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

   ii. as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable man- ner) at such price or prices as the nondefaulting party may reasonably deem satisfac- tory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefault- ing party as required hereunder or (B) in its sole discretio n elect, in lieu of purchas- ing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

   Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quo- tations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determine d together with accrued Income (except to the extent contrary to market practice with respect to the rel- evant Securities).

c. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

d. For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the

e.

amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in sub- paragraph (a) of this Paragraph.

a. The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

b. To the extent permitted by applicable law, the defaulting party shall be liable to the non- defaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the default- ing party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

c. The nondefaulting party shall have, in addition to its rights hereunder, any rights other- wise available to it under any other agreement or applicable law.

1. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the perfor- mance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

2. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereun- der may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

1. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing gen- eral terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

2. Non-assignability; Termination

a. The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

b. Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charg- ing or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

3. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

4. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure here- from shall be effective unless and unt il such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pur- suant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

5. Use of Employee Plan Assets

a. If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 (“ERISA”) are intended to be used by either party hereto (the “Plan Party”) in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

b.

a. Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

b. By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not dis- closed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any out- standing Transaction involving a Plan Party.

19. Intent

(a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplica- ble).

(b) It is understood that either party's right to liquidate Securities delivered to it in connec- tion with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(c) The parties agree and acknowledge that if a party hereto is an "insured depository insti- tution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplica- ble).

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDI- CIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has

(b)

taken the position that the provisions of the Securities Investor Protection Act of 1970 (“SIPA”) do not protect the other party with respect to any Transaction hereunder;

a. in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

b.

[Name of Party]

[Name of Party]
in the case of Transactions in which one of the parties is a financial institutio n, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

By:_____ By:_____

Title: _____ Title: _____ Date: _____ Date: _____

/s/ Barry Dixon /s/ Carole Villoresi

EXECUTION

AMENDMENT NO. 1 TO MASTER REPURCHASE AGREEMENT

This Amendment No. 1 to Master Repurchase Agreement (this "Amendment"), dated as of April 3, 2020, by and between Credit Suisse, AG, a company incorporated in Switzerland, acting through its Cayman Islands Branch ("Buyer"), Mortgage Acquisition Trust I LLC ("Seller") and Mortgage Acquisition Holding I LLC (the "Guarantor").

RECITALS

The Buyers and Seller are parties to that certain Master Repurchase Agreement, dated as June 6, 2019 (the "Existing Repurchase Agreement"; and as amended by this Amendment, the "Repurchase Agreement"). Guarantor delivered that certain Guaranty, dated as of June 6, 2019 in favor of Buyer (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Existing Repurchase Agreement or the Guaranty, as applicable.

The Buyer, Seller, and Guarantor have agreed, subject to the terms and conditions of this Amendment, that the Existing Repurchase Agreement be amended to reflect certain agreed upon revisions to the terms of the Existing Repurchase Agreement. As a condition precedent to amending the Existing Repurchase Agreement, the Buyer has required the Guarantor to ratify and affirm the Guaranty on the date hereof.

Accordingly, the Buyer, Seller, and Guarantor hereby agree, in consideration of the mutual promises and mutual obligations set forth herein, that the Existing Repurchase Agreement is hereby amended as follows:

SECTION 1. Definitions. Section 2 of the Existing Repurchase Agreement is hereby amended by adding the following definitions in their proper alphabetical order:

"Administrative Agent" means Credit Suisse First Boston Mortgage Capital LLC in its capacity as administrative agent under the Whole Loan Repurchase Agreement.

"MIT Obligations" means all obligations and liabilities of AG Mortgage Investment Trust, Inc. and its affiliates and Subsidiaries listed on Schedule 3 to the Whole Loan Repurchase Agreement to the Buyer and its respective affiliates and Subsidiaries, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, or out of or in connection with the agreements listed on Schedule 3 the Whole Loan Repurchase Agreement (provided, however, that the agreements identified as "JV Agreements" on Schedule 3 shall be a MIT Obligation only to the extent of the ownership interests of AG Mortgage Investment Trust, Inc. in the seller under such JV Agreement), whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses (including, without limitation, all fees and disbursements of counsel) or otherwise.

"Whole Loan MRA Obligations" means all obligations and liabilities of the Seller Parties to the Administrative Agent and Buyers under and all as defined in the Whole Loan Repurchase Agreement.

"Whole Loan Repurchase Agreement" means that certain amended and restated master repurchase agreement, dated as of April 3, 2020, by and among, Seller, the Administrative Agent, Buyer and the other parties thereto, as the same may be amended, restated, modified or otherwise modified from time to time.

SECTION 2. Income Payments. Section 5 of the Existing Repurchase Agreement is hereby amended by adding the following second paragraph thereto:

Seller and Buyer hereby agree that all Income with respect to each Purchased Security shall be remitted to the Administrative Agent to be applied in accordance with Section 7 of the Whole Loan Repurchase Agreement.

SECTION 3. Security Interest. Section 6 of the Existing Repurchase Agreement is hereby amended by deleting in its entirety and replacing it with the following:

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder, the MIT Obligations, the Whole Loan MRA Obligations and all Income thereon and other proceeds thereof (the "BMA Collateral").

SECTION 4. Repurchase Date. Notwithstanding anything set forth in the Repurchase Agreement or any Confirmation, any repurchase of a Purchased Security shall be subject to Section 4 of the Whole Loan Repurchase Agreement.

SECTION 5. Conditions Precedent. This Amendment shall become effective as of the date hereof subject to Buyer's receipt of this Amendment, executed and delivered by the duly authorized officers of the Buyer, Seller and Guarantor.

SECTION 6. Representations and Warranties. Seller and Guarantor hereby represent and warrant to the Buyer that they are each in compliance with all the terms and provisions to be observed or performed as set forth in the Repurchase Agreement, and that no Event of Default has occurred or is continuing, and Seller and Guarantor hereby confirm and reaffirm the representations and warranties contained in the Repurchase Agreement or Guaranty, as applicable, as of the date hereof are true and correct in all material respects, except to the extent such representations relate to a date prior to the date hereof, in which case the representations and warranties are true and correct in all material respects as of such date.

SECTION 7. Limited Effect. Except as expressly amended and modified by this Amendment, the Existing Repurchase Agreement shall continue to be, and shall remain, in full force and effect in accordance with its terms.

SECTION 8. Severability. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

SECTION 9. Counterparts. This Amendment may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument, and each party hereto may execute this Amendment by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Amendment in Portable Document Format (PDF) or by facsimile shall be effective as delivery of a manually executed original counterpart of this Amendment.

SECTION 10. GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO THE CHOICE OF LAW PROVISIONS THEREOF.

SECTION 11. Reaffirmation of Guaranty. The Guarantor hereby ratifies and affirms all of the terms, covenants, conditions and obligations of the Guaranty and acknowledges and agrees that the term “Guaranteed Obligations” as used in the Guaranty shall apply to all of the obligations of Seller to Buyer under the Repurchase Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Buyer

By: /s/ Ernest Calabrese Name: Ernest Calabrese
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the day and year first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Buyer

By: /s/ Kevin Quinn
Name: Kevin Quinn
Title: Authorized Signatory

MORTGAGE ACQUISITION TRUST I LLC,
as Seller

By: /s/ Raul E. Moreno Name: Raul E. Moreno
Title: Authorized Signatory

MORTGAGE ACQUISITION HOLDING I
LLC, as Guarantor

By: /s/ Raul E. Moreno Name: Raul E. Moreno
Title: Authorized Signatory

Master **Repurchase** Agreement

Septem ber 1996 Version

Dated as of February 21, 2018

Between: Credit Suisse AG, Cayman Islands Branch

and

GCAT Depositor 2017-19, LLC

1. Applicability

From ti me to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") agai nst the transfer of funds by Buyer, wi th a simultaneous agreement by Buyer to transfer to Seller such Securities at a da te certain or on demand, against the transfer of funds by Seller. Each such transaction shall *be* referred to herein as a "Transaction" and , unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and i n any other annexes identified herei n or therein as applicable hereunder.

2 . Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any casr. or proceedi ng u nder any bankruptcy, insolvency, reorganization, liquidation, moratori um, dissolution. delinq uency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substa ntial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appoi ntment or election, (ii) the commence ment of any such case or proceeding against such party, or another seeking such an appoint ment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appoint- ment or election, the issuance of such a protective decree or the entry of an order having a sim ilar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "Additional Pu rchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4 (a) hereof ;

(c) "Buyer 's Margin Amou nt", with respect to any Transact.ion as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(d) "Buyer's Margin Percentage", with respect to any Transact.ion as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any su ch agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

(e) "Confirmation", the meani ng specified in Paragraph 3(b) hereof;

(f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

(g) "Margin Deficit", the meaning specified in Paragraph 4 (a) hereof;

(h) "Margin Excess", the meaning specified in Paragraph 4 (b) hereof;

(i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfac tion of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreernent, the deadline for such purposes established in accordance with market practice) ;

Q) "Market Value", wi th respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income cred ited or transferred to, or applied to the obligations of , Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities) ;

(k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days dur ing the period commencing on (and including) the Pu rchase Date for such Transaction and ending on (but excludi ng) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer wi th respect to such Transaction) ;

(i) "Pricing Rate", the per annu m percentage rate for determination of the Price Differential;

(m) "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more tha n one such rate is published, the average of such rates) ;

(n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer:

a. "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (i i) thereafter, except where Buyer and Seller agree oth erwise, such price i ncreased by the amou nt of any cash transferred by Buyer to Seller pur suant to Paragraph 4 (b) hereof and decreased by the amou n t of any cash transferred by Seller to Buyer pursuant to Paragraph 4 (a) hereof or applied to reduce Seller's obligations u nder clause (ii) of Paragra ph 5 hereof;

b. " Purchased Secu rities", the Securities transferred by Seller to Buyer in a Transaction here under, and any Securities substituted therefor i n accordance with Paragraph 9 hereof. The term '; Purchased Securities" with respect to any Transaction at any time also shall include Add i tional Purchased Securities delivered pursuant to Paragraph 4 (a) hereof and shall exclude Securities returned pursuant to Paragraph 4 (b) hereof;

(q) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, i ncluding any date determined by application of the provisions of Paragraph 3 (c) or 11 hereof;

(r) " Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller u pon termination of a Transaction, which will be determ i ned in each case (including Transactions terminable upon dema nd) as the sum of the Purchase Price and the Price Differential as of the date of such determina tion;

(s) "Seller's Margin Amou nt", wi th respect to any Transaction as of any date, the amount obtained by application of the Seller's Margi n Percentage to the Repurchase Price for such Transaction as of such date;

(t) "Seller's Margi n Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margi n Percen tage) agreed to by Buyer and Seller or, i n the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination

(a) An agreement to enter into a Transaction may be made ora lly or i n writing at the initia tion of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securi ties shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

(b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both) , as shall be agreed , shall promptly deliver to the other party a wri tten confirmation of each Transaction (a "Confirma tion") . The Confirmation shall describe the Purchased Securities (including CUSIP nurnber, if any) , identify Buyer and Seller and set forth (i) the Pu rchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller wi th respect to the Transaction to which the Confirmation relates, unless with

respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirma tion and this Agreement, this Agreement shall prevail.

a. In the case of Transactions termina ble u pon demand, such demand shall be made by Buyer or Seller. no later than such time as is customary in accordance with market prac tice, by telephone or otherwise on or prior to the business day on which such termination wtil *be* effective. On the date specified i n such demand, or on the date fixed for termina tion i n the case of Transa cti ons havi ng a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income i n respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

1. . Ma rgi n Main tenance

a. If at any tirne the aggregate Market Value of all Pu rchased Securities subject to all Transactions in wh ich a particular party hereto is acting as Buyer is less than the aggre gate Buyer's Margin Amount for all such Transactions (a "Margin Deficit") , then Buyer may by notice to Seller requi re Seller in such Transactions , at Seller's option, to transfer to Buyer cash or additional Securities reasona bly acceptable to Buyer ("Additional Purchased Securities") , so tha t the cash and aggregate Market Value of the Purchased Securities, including any such Additional Pu rchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amoun t (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Sel ler) .

b. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions i n which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margi n Excess") , then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after ded uction of any such cash or any Purchased Securities so transferred , will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Tra nsactions in which such Seller is acting as Buyer) .

c. If a ny notice is given by Buyer or Seller und er subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadlin e on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subpara graph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

d. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed u pon by Buyer and Seller

(e) Seiler and Buyer may agree, with respect to any or all Transactions hereu nder, that the respective righ ts of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be. exceeds a specified dollar amount or a specified percentage of the Repu rchase Prices for such Transactions (which amou nt or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

(f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective righ ts of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to requ ire the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Defici t or Margin Excess exists with respect to any single Transaction hereunder (calcula ted without regard to any other Transaction
ou tstanding under this Agreement) .

5. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Secu rities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been *sol d* to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall rea sonably determine i n its discretion) , on the date such Income is paid or distributed either (i) tra nsfer to or credit to the account of Seller such Income with respect to any Purchased Secur i ties subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller u pon termination of such Tra nsaction. Buyer shall not be obligated to take any action pu rsuan t to the preceding sentence (A) to the extent that such action would result in the cre ation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Add i tional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the ti me such Income is paid or distributed.

6. Security Interest

Al t hough the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations u nder each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7 . Payment and Transfer

Unless otherwise mu tually agreed, all tra nsfers of funds hereunder shall be in immediately availa ble funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by du1y executed instruments of transfer or assignrnent i n blan k and such other documentation as the party receiving possession may reasona bly request, (ii) shall be transferred on the book- entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other met.hod mutually acceptable to Seller and Buyer

8. Segregation of Purchased Securities

To the extent req uired by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other secu rities in its possession and shall be identified as subject to this Agreement. Segregation rnay be accomplished by appropriate identification on the books and records of the holder, incl uding a financial or securities intermediary or a clearing corpo ra tion. All of Seller's in terest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothi ng in this Agreement shall pre-

el ude Buyer from engaging in repurchase transactions with the Purchased Securities or other wise selling, transferring, pledging or hypothecati ng the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pur· suant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or
apply Income to the obligations of , Seller pursuant to Paragraph 5 hereof

Req uired Disclosure for Transactiit? Which the Seller 1 **Retains Custody** of the Purchased Securities

Seller is not. permitted to substitute other secut:ities for those sulject to this Agreement and therefore must keep Buyer's securities segregated at *all* ti mes, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading clay that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to hens granted by Seller to [its clearing bank]* [third parties]** and rnay be used by Seller for deliveries on other securities transactions . Whenever the securities are commingled, Seller's ability to resegregate substitu te securi ties for Buyer will be subject to Seller's ability to satisfy [the clear ing]* [anyJ * ' lien or to obtai n substitute securities.

L * Language to be used under 17 C.F.R f3403.4 (e) if Seller is a government secu rities broke
l or de ● a l er ot ● h e r t: h an a financial institu tion .

9. Substituti on

used u nd er 17 C.F. R. f3403.5 (d) if Seller is a financial institu tion. J

a. Seller may. subject to agreement with and acceptance by Buyer, substitu te other Securities for a ny Pu rchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitu tion, the substitu ted Securities shall be deemed to be Purchased Securi ties.

b. In Transactions i n which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragra ph, to have agreed to and accepted i n this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted .

10. Representat ions

Each of Buyer and Seller represents and warran ts to the other that (i) it is duly authorized to execu te and deliver this Agreement, to enter into Transactions contemplated hereunder and

to perfor m its obligations hereu nder and has taken all necessary action to authorize such exe cution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed i n writing, i n the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed pri ncipal) , (iii) the person signing this Agreemen t on its behalf is d uly authorized to do so on its behalf (or on behalf of any such disclosed principal) , (iv) it has obtained all authorizations of any governmental body

requ ired i n connection with this Agreement and the Transactions hereunder and such autho ri zations are in full *force* and effect and (v) the execu tion, delivery and performance of this Agreemen t and the Transactions hereunder will not violate any law, ordinance, charter, by law or rule applicable to it or any agreement: by which it is bound or by which any of i ts

assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be

deemed to repeat all the foregoing representations made by it.

11. :Even ts of Defa ult

In the event tha t (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities u pon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer

Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to com ply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Pa ragra ph 5 hereof, (v) an Acl of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall ad mit to the other i ts i nability to, or its intention not to, perform any of its oblig ations hereunder (each an "Event of Defaul t"):

(a) The nondefault.i ng party may, at its option (which option shall be deemed to have been exercised im mediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option . the Repu rchase Date for each Transaction hereunder shall, if it has not already occu rred, be deemed im mediately to occur (except tha t, i n the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of a n Act of Insolvency) give notice to the
defaul ting party of the exercise of su ch option as promptly as practicable.

(b) In all Transactions i n which the defaulting party i.s acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations i n such Transactions to repurchase all Pu rchased Securities, at the Repurchase Price therefor oh the Repurchase Da te deter mined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefa ulting party a nd applied *to* the aggregate unpaid Repurchase Prices and any other am ounts owing by the defaulting party hereu nder, and
(iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's posses sion or control.

a. In all Transactions in which the defaulting party is acting as Buyer, u pon tender by the nondefaulti ng party of payment of the aggregate Repurchase Prices for all such
Tra nsactions, all right, ti tle and interest in and entitlement to all Purchased Securities
subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

b. If the nond efa ulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

i. as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable man ner) at such price or prices as the nondefa ulting party may reasona bly deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaul ting party hereunder or (B) in its sole discretion elect, in lieu of selli ng all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recogni zed source or the most recent closing bid quotation from
such a source, against the aggregate unpaid Repurchase Prices and any other amou nts owing by *the* defaulting party hereunder; and

ii. as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable man ner) at such price or prices as the nondefaulting party may reasonably deem satisfac·· tory. securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefault ing party as req uired hereunder or (B) i n its sole discretion elect. in lieu of purchas ing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recen t closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded i n a recognized market, (2) i n the absence of a generally recognized source for prices or bid or offer quo tations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with
accr ued Income (except to the extent contrary to market practice with respect to the rel ··· evant Securities) .

c. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be lia ble to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securi ties over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaul ting party under Paragraph 5 hereof or otherwise hereunder.

d. For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the

amou nt of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in sub paragra ph (a) of this Paragraph.

a. The defaulti ng par ty shall be liable to the nondefaulti ng party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulti ng party in connection with or as a result of an Even t of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions i n connection with or as a result of an Event of Default, and (iii) any other loss. damage. cost or expense directly arising or resulting from the occu rrence of an Event of Default l n respect of a Transaction.

(h) 'fo the extent permitted by appl icabl e law, the defaulting party shall be liable to the non defaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulti ng party becomes liable for such amou nts hereunder u n til such amou nts are (i) paid i n full by the defaulting party or (ii) satisfied in full by the exercise of the nondefa ulting party's rights hereu nder. In terest on any sum payable by the default
i ng par ty to the nondefaulting party u nder this Paragraph 11(h) shall be at a rate equal to the greater of thf: Prici ng Rate for the relevant Transaction or the Prime Rate.

(i) The nondefaulting party shall have, i n addition to its righ ts hereunder, any rights other wise available to it under any other agreement or applicable law.

1. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transacti.ons hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of i ts obligations in respect of each Transaction hereu nder, and that a default in the perfor mance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them i n respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

2. Not ices and Other Com munica t ions

Any and al l notices, statements, demands or other communications hereu nder may be given by a par ty to the other by mail, facsimile. telegraph. messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at. any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereun der may be made orally, to be confirmed promptly in writing, or by other commu nication as specified i n the precedi ng sentence .

1. Entir e Agreemen t; Severabili ty

This Agreemen t shall supersede any existi ng agreements between the parties containing gen eral terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

2. Non-assig na bility ; Termination

a. The rights and obligations of *the* pa rties u nder this Agreement and under any Transaction shall not be assigned by either party without. the prior written co,nsent of the other party, and any such assignment withou t the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inu re to the bene.fit of the parties and their respective successors and assigns. This Agreement may be termi na ted by either party u pon giving written notice to the other, except that this Agreement shall, notwithstanding su ch notice, remain applicable to any Transactions then outstanding.

b. Subparagra ph (a) of this Paragraph 15 shall not precl ude a party from assigning, charg ing or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

3. Governing Law

This Ag reement: shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or im plied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Defa ult and no exercise of any remedy hereu nder by a ny party shall constitu te a waiver of its right to exercise any other remedy hereu nder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure here from shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Withou t limitation on any of the foregoing, the failure to give a notice pur suant to Paragraph 4 (a) or 4 (b) hereof will not constitute a waiver of any right to do so at a la ter date.

18. Use of Employee Pian Assets

(a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") i n a Transaction, the Plan Party *shall* so notify the other party prior to the Tra nsaction. The Plan Pa rty shall represent in writing to the other party that the Transaction does not constitute a prohi bited transaction under ERISA or is otherwise exempt therefrom, and *the* other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to t.he last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furn ishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its fina ncial condition .

(c) By entering into a Transaction pursuant to this Paragra ph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no ma terial adverse change in Seller's financial condition which Seller has not dis closed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statemen ts of its financial condition as they are issued , so long as it is a Seller in any out standing Transaction involving a Plan Party.

19.Intent

(a) The parties recognize tha t each Transaction is a "repurchase agreement" as that term *is* defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable) , and a "securities contract" as that term is defi ned i n Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplica ble) .

(b) It is understood that either party's right to liquidate Securities delivered to it in connec tion wi th Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Secti ons 555 and 559 of Title 11 of the United States Code, as amended .

(c) The parties agree and acknowledge that if a party hereto is an "i nsured depository insti tu tion," as such term is defined i n the Federal Deposit Insurance Act, as amended (" FDIA") , then each Transaction hereu nder is a "qualified financial contract," as that term is d efined in FDIA and any rules, orders or policy statemen ts thereu nder (except insofar as the type of assets subject to such Transaction would render such definition inapplica ble) .

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and suqject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation". respectively, as defined in and subject to FDI CIA (except insofar as one or both of the parties is not a "financial institution" as that term is defi ned in FDICIA) .

20. Disclosure Relat ing to Certain Federal Protections

The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered \Vith the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 (" 1934 Act"), the Securities Investor Protection Corporation has

/s/ Bik wan Chung Authorized Signatory

taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

(b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section lSC of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Credit Suisse AG, Cayman Islands Branch

GCAT Depositor 2017-19 LLC

By: _____

Title: ----------

Date: ---------- | ,…,.

By:_

Title: ----------

Da te: ----------

GUARANTY

This **GUARANTY** (the "Guaranty"), dated as of February 21, 2018, made by AG Mortgage Investment Trust, Inc., a Maryland corporation, with principal offices at c/o Angelo, Gordon & Co., L.P., 245 Park Avenue, 26th Floor, New York, NY 10167 (the "Guarantor") is made in favor of Credit Suisse AG, Cayman Islands Branch (the "Beneficiary").

RECITALS

1. Guarantor is an indirect beneficial owner of GCAT Depositor 2017-19 LLC, a Delaware limited liability company ("Counterparty").

2. Counterparty and Beneficiary have entered into a Master Repurchase Agreement, dated as of February 21, 2018 (as amended, supplemented or modified from time to time, the "Agreement").

3. The Counterparty is required to provide the Beneficiary with a guaranty duly executed by the Guarantor and this Guaranty is being delivered in satisfaction of such requirement.

As an inducement to the Beneficiary to enter into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. Definitions. Unless otherwise defined herein, terms defined in the Agreement and used herein shall have the meanings assigned to them in the Agreement.

"Counterparty's Obligations" means, Counterparty's obligations under the Agreement to (i) make any payment of Repurchase Price when due pursuant to the terms of the Agreement or otherwise repurchase the Purchased Securities on the applicable Repurchase Date, (ii) comply with Paragraph 4 of the Agreement or (iii) make any payment of any sum (other than Repurchase Price and Margin Deficit) when due under the terms of the Agreement and such failure continues beyond the expiration of any applicable grace periods.

"Guaranteed Obligations" means, (i) if Guarantor is not a defaulting Guarantor, Guarantor's Pro Rata Share of Counterparty's Obligations or (ii) if Guarantor is a defaulting Guarantor, Counterparty's obligation to pay the Allocated Repurchase Price attributable to Guarantor.

"Pro Rata Share" means the relative percentage units owned by Guarantor in Counterparty, which, as of the date hereof, shall be 50.00%; provided that after a Partial Event of Default, if the Guarantor is not the defaulting guarantor, the Pro Rata Share of Guarantor with respect to the remaining Purchased Securities (excluding the applicable Partial Security of the applicable defaulting guarantor) shall be adjusted to exclude such defaulting guarantor's interest.

2. Guaranty. The Guarantor hereby irrevocably and unconditionally guarantees (as primary obligor and not merely as surety) to the Beneficiary, its successors and permitted assigns the prompt and complete payment and performance of its present and future Guaranteed Obligations, whether due on a scheduled payment date or earlier by reason of early termination thereof or otherwise (as to which this Guaranty shall be of payment and not of collection).

3. Guaranty Absolute and Unconditional. The Guarantor hereby agrees that its obligations hereunder shall be absolute, irrevocable and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

1. any failure to enforce the provisions of the Agreement, including without limitation any lack of action to demand or obtain any amount in respect of the Guaranteed Obligations from the Counterparty, the obtaining of, or the failure to obtain, any judgment against the Counterparty, or any attempt, or failure to attempt, to enforce any such judgment (and the Beneficiary shall be under no obligation whatsoever to proceed against the Counterparty before proceeding against the Guarantor hereunder);

2. any failure to realize on any collateral or margin or any other action or inaction with respect to any collateral provided by any party (including any other guaranty);

3. any waiver, modification or consent to departure from, or amendment of the Agreement or any Transaction;

4. the invalidity, illegality or unenforceability of the Agreement or any Transaction (whether wholly or in part) on any ground whatsoever, including without limitation any defect in or want of powers of the Counterparty or irregular exercise thereof, any lack of authority by any person purporting to act on behalf of the Counterparty, any imposition of foreign exchange controls which may prevent or hinder the Counterparty from paying its obligations guaranteed hereunder, any order of any governmental entity purporting to reduce, amend or restructure any of the Guaranteed Obligations or any legal or other limitation, disability or incapacity, or any change in the constituting documents of or the bankruptcy, liquidation or insolvency of the Counterparty;

5. any change in the corporate existence, structure or ownership of the Counterparty or the Guarantor;

6. any stay, injunction or other prohibition (whether as a result of the insolvency, bankruptcy or reorganization of the Counterparty or otherwise) which may delay or prevent any payment (or any declaration that payment is due) by the Counterparty; or

7. any other circumstances which may otherwise constitute a defense available to the Counterparty or a legal or equitable discharge of a surety or guarantor.

4. Waiver by Guarantor. The Guarantor hereby waives notice of acceptance of this Guaranty, diligence, promptness, acceleration, presentment, demand of payment, filing of claims with a court in the event of merger or bankruptcy of the Counterparty, any right to proceed first against the Counterparty, any protest or notice with respect to any Transaction or the Agreement or the obligations created or evidenced thereby and all demands whatsoever, any exchange, sale or surrender of, or realization on, any other guaranty or any collateral, and any and all other notices and demands whatsoever. Subject to the immediately following paragraph, this Guaranty shall remain in full force and effect until such time as when (i) there are no Transactions and no Agreement outstanding and all Guaranteed Obligations shall have been satisfied in full and (ii) the Beneficiary shall have terminated in whole any and all internal trading lines with the Counterparty (it being understood that the existence of any trading lines shall not constitute any commitment or obligation of the Beneficiary to enter into any Transaction).

5. Reinstatement in Certain Instances. The Guarantor further agrees that if any payment or delivery of any of the Guaranteed Obligations is subsequently rescinded or is subsequently recovered from or repaid by the recipient thereof, in whole or in part, in any bankruptcy, reorganization, insolvency or similar proceedings instituted by or against the Counterparty, or otherwise, the Guarantor's obligations hereunder with respect to such Guaranteed Obligations shall be reinstated at such time to the same extent as though the payment or delivery so recovered or repaid had not been originally made.

6. Consents and Renewals. The Guarantor agrees that the Beneficiary, may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of the Guarantor, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Guaranteed Obligations, and may also make any agreement with the Counterparty or with any other party to or person liable on any of the Guaranteed Obligations, or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Beneficiary and Counterparty or any such other party or person, without in any way impairing or affecting this Guaranty. The Guarantor agrees that the Beneficiary may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not the Beneficiary shall have resorted to any collateral security, or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Guaranteed Obligations.

7. Representations and Warranties. The Guarantor hereby represents and warrants to the Beneficiary (which representations and warranties shall survive the delivery of this Guaranty and for so long as any Guaranteed Obligations are outstanding) that:

(a) Guarantor (i) is a corporation duly organized, validly existing and in good standing under the laws of Maryland, (ii) has full power and authority to own its properties and assets and to carry on its business as now being conducted and as presently contemplated, and (iii) has full power and authority to execute, deliver and perform its obligations under this Guaranty to which it is a party or signatory;

(b) The execution, delivery and performance by the Guarantor of its obligations under this Guaranty will not (i) violate or conflict with (x) any provision of law, order, judgment or decree of any court or other agency or government, (y) any provision of its constitutional documents, or (z) any indenture, agreement or other instrument

to which the Guarantor is a party or is bound; (ii) result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contractual provision to which it is bound; or (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Guarantor pursuant to any indenture, agreement or instrument.

(c) The Guarantor is not required to obtain any consent, approval or authorization from or to file any declaration or statement with, any governmental instrumentality or other agency, or any other person or entity, in connection with or as a condition to the execution, delivery or performance of this Guaranty other than such as have already been obtained and are in full force and effect.

(d) There are no actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency, including any arbitration board or tribunal, now pending, or to the knowledge of the Guarantor, threatened (i) which is likely to affect the validity or enforceability of this Guaranty or the Guarantor's ability to perform its obligations hereunder, or (ii) against or affecting the Guarantor which, if adversely determined, individually or in the aggregate, would have a materially adverse effect on the condition (financial or otherwise), business, results of operations, prospects or properties of the Guarantor or the Counterparty.

(e) The Guarantor is currently solvent and the Guarantor's obligations hereunder will not render the Guarantor insolvent; the Guarantor is not contemplating either a filing of a petition under any state or federal bankruptcy law, or, the liquidating of all or a major portion of its property; and the Guarantor has no knowledge of any person contemplating the filing of such petition against it.

(f) Guarantor represents and warrants, in its individual capacity, that Party B is not and will not be a Benefit Plan which, for the purposes of this Agreement, means (1) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to any provision of Title I of ERISA, (2) a "Plan" within the meaning of Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code"), to which Section 4975 of the Code applies, (3) an entity the underlying assets of which constitute "plan assets" pursuant to U.S. Department of Labor regulation section 2510.3-101 as modified by Section 3(42) of ERISA or (4) an entity the underlying assets of which include assets of a governmental plan or other plan subject to restrictions similar to Section 406 of ERISA or Section 4975 of the Code.

8. <u>Covenants</u>. Guarantor hereby covenants and agrees, as to itself, that:

(a) Guarantor shall provide to Beneficiary each of the following:

(i) a copy of the monthly SE Report and monthly trading performance of Guarantor within 20 days of the end of the relevant month.

(ii) [Intentionally Omitted].

(iii) to the extent not already publically available, a copy of the audited or certified balance sheet for the most recently ended financial year of Guarantor within 140 days after the end of the relevant fiscal year.

(iv) [Intentionally Omitted].

(b) As of the last day of each month, the total shareholders' equity shall, as reported on the report of shareholder's equity prepared in accordance with generally accepted accounting principles in the United States of America (the "***SE Report***") decline by fifty percent (50%) or more from the level as disclosed in the SE Report on any of the preceding twelve (12) months.

9. <u>Subrogation</u>. The Guarantor will not exercise any rights that it may acquire by way of subrogation until all of the Guaranteed Obligations to the Beneficiary shall have been paid in full. If any amount shall be paid to the Guarantor in violation of the preceding sentence, such amount shall be held for the benefit of the Beneficiary and shall forthwith be paid to the Beneficiary to be credited and applied to the Guaranteed Obligations, whether matured or unmatured. Subject to the foregoing, upon payment of all the Guaranteed Obligations, the Guarantor shall be subrogated to the rights of the Beneficiary against Counterparty and the Beneficiary agrees to take at the Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation.

10. No Set-off or Counterclaim by Guarantor; Taxes. All payments and deliveries hereunder shall be made by the Guarantor without set-off, counterclaim or deduction or withholding for any tax. If the Guarantor is required by law to deduct or withhold any taxes, Guarantor shall pay to Beneficiary such additional amounts as necessary to ensure that the amount received by Beneficiary equals the full amount Beneficiary would have received had no such deduction or withholding been required. The Guarantor agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Guaranty or the Guaranteed Obligations. Without prejudice to the survival of any other agreement contained herein, the Guarantor's agreements and obligations contained in this paragraph shall survive the payment in full of the obligations and any termination of this Guaranty.

11. Expenses of Enforcement. The Guarantor further agrees to pay on demand all costs and expenses, including reasonable attorneys' fees, which may be incurred by the Beneficiary in any effort to collect or enforce any provision of this Guaranty.

12. Cumulative Rights. No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Beneficiary of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Beneficiary or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Beneficiary from time to time.

13. Governing Law; Submission to Jurisdiction. THIS GUARANTY AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY TO THIS GUARANTY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. With respect to any suit, action or proceedings relating to this Guaranty ("Proceedings"), the Guarantor irrevocably: (a) submits 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 New York City and irrevocably agrees to designate any Proceedings brought in the courts of the State of New York as "commercial" on the Request for Judicial Intervention seeking assignment to the Commercial Division of the Supreme Court; and (b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings that such court does not have any jurisdiction over the Guarantor. Nothing in this Guaranty precludes the Beneficiary from bringing Proceedings in any other jurisdiction in order to enforce any judgment obtained in any Proceedings referred to in the preceding sentence.

14. Service of Process. The Guarantor irrevocably appoints the Process Agent specified below to receive, for it and on its behalf, service of process in any Proceedings.

Address for notices and service of process:

Address: AG Mortgage Investment Trust, Inc.
c/o Angelo Gordon & Co., L.P.
245 Park Avenue, 26th Floor
New York, New York 10167
Attention: Chief Risk Officer

The Guarantor agrees that service upon itself or this Process Agent by registered first class mail or air courier constitutes effective service as if personally served pursuant to Section 311 of the New York Civil Practice Law and Rules or Rule 4 of the U.S. Federal Rules of Civil Procedure, or any successor section or rule thereof. Guarantor waives any right to contest the effectiveness of the service if done in accordance with the previous sentence.

15. Waiver of Jury Trial. The Guarantor waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Guaranty.

16. Successor and Assigns. This Guaranty shall continue in full force and effect and be binding upon the Guarantor and the successors and permitted assigns of the Guarantor until all of the Guaranteed Obligations have been satisfied in full; provided, however, that the Guarantor may not assign or otherwise transfer this Guaranty or any obligations hereunder without the prior written consent of the Beneficiary and any such assignment or transfer without such consent shall be void. The Beneficiary may assign this Guaranty or any rights or powers hereunder, with any or all of the underlying liabilities or obligations, the payment of which is guaranteed hereunder.

17. Entire Agreement; Amendments and Waivers. This Guaranty supersedes any prior negotiations, discussions, or communications between the Beneficiary and the Guarantor and constitutes the entire agreement between the Beneficiary and the Guarantor with respect to the Transactions and this Guaranty. No provision of this Guaranty may be amended, modified or waived without the prior written consent of the Beneficiary.

18. Waiver of Immunities. Guarantor irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

19. Currency Indemnification. If for the purpose of obtaining judgment in any court or an arbitral award it is necessary to convert a sum due hereunder (the "Agreement Currency"), into another currency (the "Judgment Currency"), the Guarantor agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Beneficiary could purchase the Agreement Currency with such Judgment Currency on the business day preceding the day on which final judgment or award is given. The obligations of the Guarantor in respect of any sum due from it hereunder in the Agreement Currency shall, notwithstanding any judgment or award in the Judgment Currency, be discharged only to the extent that, on the New York Banking Day following receipt thereof by the Beneficiary, the Beneficiary may in accordance with normal banking procedures purchase the Agreement Currency with such Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due (determined in accordance with the first sentence of this paragraph) to the Beneficiary in the Agreement Currency, the Guarantor agrees, as a separate and independent obligation and notwithstanding any such judgment, to indemnify the Beneficiary against such loss, and if the amount is the Agreement **C**urrency so purchased exceeds the sum originally due to the Beneficiary in the Agreement Currency, the Beneficiary agrees promptly to remit to the Guarantor the excess. "New York Banking Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed by one of its duly authorized representatives or officers as of this 21st day of February, 2018.

AG Mortgage Investment Trust, Inc.

By: _____
Name:/s/ Raul Moreno
Title: General Counsel
Date: February 21, 2018

Master Repurchase Agreement

September 1996 Version

Dated as of Between: and

November 25, 2019

Credit Suisse AG, Cayman Islands Branch

GCAT Depositor 2019-4 LLC

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratori- um, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commence- ment of any such case or proceeding against such party, or another seeking such an appoint- ment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appoint- ment or election, the issuance of such a protective decree or the entry of an order having a sim- ilar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

a. “Buyer’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of the Buyer’s Margin Percentage to the Repurchase Price for such Transaction as of such date;

b. “Buyer’s Margin Percentage”, with respect to any Transaction as of any date, a percentage (which may be equal to the Seller’s Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

c. “Confirmation”, the meaning specified in Paragraph 3(b) hereof;

d. “Income”, with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

e. “Margin Deficit”, the meaning specified in Paragraph 4(a) hereof;

f. “Margin Excess”, the meaning specified in Paragraph 4(b) hereof;

g. “Margin Notice Deadline”, the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfac- tion of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

h. “Market Value”, with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

i. “Price Differential”, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days dur- ing the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

j. “Pricing Rate”, the per annum percentage rate for determination of the Price Differential;

k. “Prime Rate”, the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

l. “Purchase Date”, the date on which Purchased Securities are to be transferred by Seller to Buyer;

a. “Purchase Price”, (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree oth- erwise, such price increased by the amount of any cash transferred by Buyer to Seller pur- suant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller’s obligations under clause (ii) of Paragraph 5 hereof;

b. “Purchased Securities”, the Securities transferred by Seller to Buyer in a Transaction here- under, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term “Purchased Securities” with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

c. “Repurchase Date”, the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

d. “Repurchase Price”, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

e. “Seller’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of the Seller’s Margin Percentage to the Repurchase Price for such Transaction as of such date;

f. “Seller’s Margin Percentage”, with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer’s Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

1. Initiation; Confirmation; Termination

a. An agreement to enter into a Transaction may be made orally or in writing at the initia- tion of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

b. Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a “Confirmation”). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with

respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

a. In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market prac- tice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termina- tion in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

1. Margin Maintenance

a. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggre- gate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

b. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

c. If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subpara- graph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

d. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

a. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

b. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

1. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall rea- sonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the cre- ation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or
(B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

2. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

3. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

1. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subjec t to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corpo- ration. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall pre- clude Buyer from engaging in repurchase transactions with the Purchased Securities or other- wise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pur- suant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clear- ing]* [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. ß403.4(e) if Seller is a government securities broker or dealer other than a financial institution.
** Language to be used under 17 C.F.R. ß403.5(d) if Seller is a financial institution.

2. Substitution

a. Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

b. In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the P urchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such exe- cution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such autho- rizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by- law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to com- ply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its oblig- ations hereunder (each an "Event of Default"):

(a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date deter- mined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's posses- sion or control.

a. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

b. If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

   i. as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

   ii. as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable man- ner) at such price or prices as the nondefaulting party may reasonably deem satisfac- tory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefault- ing party as required hereunder or (B) in its sole discretion elect, in lieu of purchas- ing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

   Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quo- tations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the rel- evant Securities).

c. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

d. For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the

amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in sub- paragraph (a) of this Paragraph.

a. The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

b. To the extent permitted by applicable law, the defaulting party shall be liable to the non- defaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the default- ing party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

c. The nondefaulting party shall have, in addition to its rights hereunder, any rights other- wise available to it under any other agreement or applicable law.

1. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the perfor- mance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

2. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereun- der may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

1. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing gen- eral terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

2. Non-assignability; Termination

a. The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

b. Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charg- ing or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

3. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

4. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure here- from shall be effective unless and unt il such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pur- suant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

5. Use of Employee Plan Assets

a. If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 (“ERISA”) are intended to be used by either party hereto (the “Plan Party”) in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

a. Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

b. By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not dis- closed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any out- standing Transaction involving a Plan Party.

19. Intent

(a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplica- ble).

(b) It is understood that either party's right to liquidate Securities delivered to it in connec- tion with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(c) The parties agree and acknowledge that if a party hereto is an "insured depository insti- tution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplica- ble).

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDI- CIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has

taken the position that the provisions of the Securities Investor Protection Act of 1970 (“SIPA”) do not protect the other party with respect to any Transaction hereunder;

a. in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

b. **Branch**

By:_/s/Barry Dixon_____ By:_____ Title: _____ Title: _____ Date: _____ Date: _____

in the case of Transactions in which one of the parties is a financial institutio n, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Master Repurchase Agreement

September 1996 Version

Dated as of **February 18, 2015** Between: **Credit Suisse Securities (USA) LLC**

and **AG MIT CMO EC LLC**

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratori um, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commence ment of any such case or proceeding against such party, or another seeking such an appoint ment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appoint ment or election, the issuance of such a protective decree or the entry of an order having a sim ilar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph **4** (a) hereof;

a. "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

b. "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

c. "Confirmation", the meaning specified in Paragraph 3(b) hereof;

d.) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

e. "Margin Deficit", the meaning specified in Paragraph 4 (a) hereof;

f. "Margin Excess", the meaning specified in Paragraph 4 (b) hereof;

g. "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfac tion of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

0) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities) ;

(k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction) ;

(i) "Pricing Rate", the per annum percentage rate for determination of the Price Differential;

(m)"Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates) ;

(n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;

a. "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree oth erwise, such price increased by the amount of any cash transferred by Buyer to Seller pur suant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4 (a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

b. "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction here under, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4 (a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

c. "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

d. "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

e. "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;

f. "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

1. Initiation; Confirmation; Termination

i. An agreement to enter into a Transaction may be made orally or in writing at the initia tion of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

ii. Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation") . The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with

respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

i. Inthe case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market prac tice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termina tion in the case of Transactions having a fixed term, termination of the Transaction will
be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or
applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

1. Margin Maintenance

ii. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggre gate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional
Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller) .

iii. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer) .

iv. If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

v. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

i. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

(f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

1. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall rea sonably determine in its discretion) , on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the cre ation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or
(B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

2. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

3. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer
or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

1. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corpo ration. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall pre clude Buyer from engaging in repurchase transactions with the Purchased Securities or other wise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pur suant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

2. Substitution

i. Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

ii. In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and
to perform its obligations hereunder and has taken all necessary action to authorize such exe cution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal) , (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body
required in connection with this Agreement and the Transactions hereunder and such autho rizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to com ply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its oblig ations hereunder (each an "Event of Default"):

(a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency) , declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date deter mined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and
(iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's posses sion or control.

a. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

b. If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

i. as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

ii. as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable man ner) at such price or prices as the nondefaulting party may reasonably deem satisfac tory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefault ing party as required hereunder or (B) in its sole discretion elect, in lieu of purchas ing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I,the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the rel evant Securities) .

c. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

(f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the

amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in sub paragraph (a) of this Paragraph.

(g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

(h) To the extent permitted by applicable law, the defaulting party shall be liable to the non defaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the default
ing party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

(i) The nondefaulting party shall have, in addition to its rights hereunder, any rights other wise available to it under any other agreement or applicable law.

11. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the perfor mance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

12. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereun der may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

1. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing gen eral terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

2. Non-assignability; Termination

i. The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

ii. Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charg ing or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

3. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

4. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure here from shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pur suant to Paragraph 4(a) or 4 (b) hereof will not constitute a waiver of any right to do so at a later date.

5. Use of Employee Plan Assets

iii. If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

i. Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

ii. By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not dis closed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any out standing Transaction involving a Plan Party.

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iii. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplica ble) .

iv. It is understood that either party's right to liquidate Securities delivered to it in connec tion with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

v. The parties agree and acknowledge that if a party hereto is an "insured depository insti tution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA") , then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplica ble) .

vi. It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDI CIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

2. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

vii. in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 (" 1934 Act"), the Securities Investor Protection Corporation has

taken the position that the
("SIPA") do not protect the other par
Securities Investor Protection Act of 1970
respect to any Transaction hereunder;
nrovisions of the
with

in the case of Transactions in which one of the is a financial funds held the financial institution to a Transaction hereunder are not a ae1Jostt and therefore are not insured the Federal or the National Credit Union Share Insurance Fund, as applicab

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By: AG MIT RES LLC, its member

AG MIT CMO EC LLC

Title: **Authorized Signatory**

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Execution Copy

ANNEX I

Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of February 18, 2015 (the "Agreement") between Credit Suisse Securities (USA) LLC, a limited liability company incorporated under the. laws of the State of Delaware **("Party A")** and AG MIT CMO EC LLC, a Delaware limited liability company **("Party B").** Capitalized terms used but not defined in this Annex I shall have the meaning ascribed to them in the Agreement. The obligations of Party B shall be guaranteed by AG Mortgage Investment Trust, Inc., a Maryland corporation, (the **"Guarantor")** pursuant to a guarantee executed and dated as of the date of this Agreement (the **"Guarantee").**

1. **Other Applicable Annexes.** In addition to this Annex I and Annex II, the following Annexes and any Schedules thereto shall form part of the Agreement and shall be applicable thereunder: None

2. **Additional Definitions.** The following additional subparagraphs shall be added after Paragraph 2(t) of the Agreement:

"(u) "business day", any day on which the Federal Reserve System is open to transact business and in no event shall include a Saturday or a Sunday.

(v) "Event of Termination" shall occur in the event of the following:

(1) The Guarantor at any time does not qualify as a real estate investment trust (a "REIT") under Section 856 of the Internal Revenue Code of 1986, as amended (the "Code") or fails to notify Party A in accordance with Paragraph ?(iii) of this Annex I.

(ii) (A) The Guarantor's common stock shall at any time not be duly listed on the New York Stock Exchange, or (B) Guarantor shall fail to timely file any report required to be filed in connection with such listing and, in the reasonable discretion of Party A, either such event shall have a material adverse impact on Party B's ability to perform or satisfy its obligations or on Party A's rights, in each case in respect of this Agreement or any Transactions.

(iii) Guarantor shall have incurred, or shall have received notice that it will incur the tax imposed under Section 857(b)(6) of the Code on the net income derived from prohibited transactions and, in the reasonable discretion of Party A, the incurrence of such tax has or shall have a material adverse impact on Party B ability to perform any obligations hereunder, or Guarantor's ability to perform any obligations in respect of the Guarantee.

(iv) The total shareholders' equity of Guarantor shall, as of the end of any month, as reported on the Guarantor's report of shareholder's equity prepared in accordance with generally accept-ed accounting principles in the United States of America (the "SE Report"), decline by fifty percent (50%) or more from the level as disclosed on the SE Report for any of the preceding 12 months.

(w) "Guarantee Default" means:

(i) Failure by Party B or the Guarantor to comply with or perform any agreement or obligation to be complied with or performed by it in accordance with the Guarantee if such failure is continuing after any applicable grace period has elapsed;

i. the expiration or termination of the Guarantee or the failing or ceasing of such Guarantee to be in full force and effect for the purpose of this Agreement (in either case other than in accordance with its terms) prior to the satisfaction of all obligations of such party under each Transaction to which such Guarantee relates without the written consent of the other party;

ii. the party or such Guarantor disaffirms, disclaims, repudiates or rejects, in whole or in part, or challenges the validity of, such Guarantee;

iii. an Act of Insolvency occurs with respect to Guarantor; or

iv. any representation made by the Guarantor in the Guarantee shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated.

a. "Investment Manager" means Angelo, Gordon & Co., LP."

1. **Market Value.** Paragraph 20) of the Agreement is hereby amended by adding the following at the end thereof:

"provided that, where there is no generally recognized pricing source reasonably acceptable to Party A, Party A shall determine the Market Value for the Securities acting in a commercially reasonable manner and in good faith, and such valuation shall be binding on Party B; *provided that* upon request of Party B, Party A shall provide a statement in reasonable detail setting forth Party A's determination of the Market Value, including the sources, if any (it being understood that Party A shall be under no obligation to obtain market prices from outside sources) contacted for market prices."

2. **Events of Default.** Paragraph 11 of the Agreement is hereby amended by deleting the word "or" before "(vii)" in the first paragraph thereof and by adding the following additional Events of Default before the words "(each an "Event of Default")":

"(viii) as a result of sovereign action or inaction (directly or indirectly), Buyer or Seller becomes unable to perform any absolute or contingent obligation to make a payment or transfer or to receive a payment or transfer in respect of any Transaction under the Agreement or to comply with any other material provision of the Agreement relating to such Transaction, (ix) an Event of Termination occurs, (ix) a Guarantee Default occurs, or (xi) Seller or Buyer, as the case may be, fails to comply with or perform any agreement or obligation (other than those agreements or obligations under Paragraphs 11(i) to 11(viii) above) to be complied with or performed by such party in accordance with this Agreement if such failure is not remedied on or before the thirtieth (30tn) day after notice of such failure is given to such party."

3. **Single Agreement.** Paragraph 12 of the Agreement shall be deleted in its entirety and the following paragraph shall be inserted in lieu thereof:

"12. Single Agreement

Buyer and Seller hereby acknowledge that they consider all transactions and agreements between them to constitute a single business and contractual relationship and to have been made in consideration of each other and this Agreement. Therefore, (a) each party hereby agrees (i) to perform all of its obligations to the other party with respect to all transactions or agreements between them, (ii) that a default in the performance of any such obligations ("Obligations") shall constitute an Event of Default hereunder and (iii) that any Event of Default hereunder shall constitute a default in respect of all such other transactions and agreements between them, (b) each party shall have a right of setoff against the other party for amounts owing hereunder and

any other Obligations owing in respect of any other agreement or transaction whatsoever, and
(c) payments, deliveries, and other transfers made by either party hereunder shall be considered to have been made in consideration of payments, deliveries, and other transfers made by the other party with respect to all other agreements or transactions between them, and the Obligations to make any such payments, deliveries, and other transfers may be applied against each other and netted. As security for the performance by each party of all of its Obligations, each party hereby grants to the other a security interest in all securities, instruments, money, and other property (and all proceeds thereof) transferred by such party to the other pursuant to this Agreement or otherwise. With respect to defaulted Obligations which did not arise under this Agreement, such security interest may be enforced in accordance with the provisions of applicable law or Paragraph 11(d)(i) hereof (applying such Paragraph as if such defaulted Obligations were owed hereunder in respect of a Transaction in which the defaulting party is acting as Seller)."

1. **Relationship Between Parties.** Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(a) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(b) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is also capable of assuming, and assumes, the risks of that Transaction.

(c) Status of Parties. The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

(d) No Agency. It is entering into this Agreement, including each Transaction, as principal and not as agent of any person or entity.

2. **Financial Information.** Party 8 agrees to deliver to Party A at the address set forth in Annex II:

1. A certificate of an officer of Guarantor: (1) to the effect that based upon a review of Guarantor's activities and Guarantor's financial statements during the period covered thereby, there exists no Event of Termination or Event of Default, or event which, with the giving of notice or lapse of time or both, would constitute an Event of Termination or an Event of Default; (2) certifying that none of the Events of Termination have occurred and are continuing; (3) only in such event that common stock of the Guarantor ceases to be duly listed on the New York Stock Exchange, setting forth the calculation and bases for the calculation of total shareholders' equity referred to in Paragraph 2(v)(iv) of the Agreement and certifying as to the accuracy and completeness of such calculation (a "Certificate"). Party B shall deliver the Certificate within 90 calendar days following the end of Guarantor's fiscal year for each year during the term of this Agreement.

2. A monthly SE Report delivered to Party A within 20 days of the end of each relevant month.

1. Any notice or other communication from the United States Internal Revenue Service relating to the status of the Guarantor's qualification as a REIT under the Code or the Guarantor's failure to maintain such status, not later than two (2) business days after receipt of such notice.

1. JURISDICTION. EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY SUCH COURT, SOLELY FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDING BROUGHT TO ENFORCE ITS OBLIGATIONS HEREUNDER OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER AND (B) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF ITS PLACE OF RESIDENCE OR DOMICILE.

2. WAIVER OF RIGHT TO TRIAL BY JURY. EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT THAT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

3. LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT AND EXCEPT AS PROVIDED IN PARAGRAPH 11(g) OF THE AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES SUFFERED OR INCURRED BY THE OTHER, OR ANY OTHER PARTY, IN EACH CASE ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

◦ 11. Investment Manager as Agent. Party B represents and warrants (and such representation and warranty shall be deemed to have been repeated on each date that a Transaction is entered into) that the Investment Manager has the full power and authority to commit Party B to Transactions and conclude such Transactions on Party B's behalf on such terms and conditions as the Investment Manager may determine in its absolute discretion. Unless previously notified in writing by Party B, Party A may rely on all representations and warranties of and actions by the Investment Manager in relation to any such Transactions. For these purposes, Party B agrees to fully and unconditionally indemnify Party A for any and all losses, damages, costs and expenses directly sustained by Party A (including those incurred in unwinding any relevant hedging transactions) by reason of (i) its *bona fide* reliance on the appointment by Party B of the Investment Manager as Party B's agent to enter into Transactions on its behalf, irrespective of the invalidity, unenforceability, termination or revocation of such appointment (unless previously notified in writing by Party B) or breach by the Investment Manager of its terms or (ii) as a direct result of Party A's *bona fide* reliance upon the instructions, actions or ostensible authority of the Investment Manager.

12. Additional Agreements. Within twenty (20) days of the entry into or other effectuation by Party B or Guarantor of any material amendment, alteration, modification or other material change to any of its Core Documents reasonably expected to have a material impact on Party B's or Guarantor's ability to perform its obligations under this Agreement or Guarantor's ability to perform its obligations in respect of the Guarantee, Party B shall provide Party A with a copy of the current version of such Core Document marked to show all changes from the prior version. For the purposes of this provision, "Core Documents" shall include, without limitation, organizational documents of Party B and/or the Guarantor (including, without limitation, articles of incorporation, partnership agreements, limited partnership agreements, and limited liability company agreements), investment management agreements, investor agreements, shareholder agreements, subscription agreements and disclosure documents (including, without limitation, offering circulars, private placement memoranda and prospectuses).

1. **ERISA.** Paragraph 18 of the Agreement shall be deleted in its entirety and the following paragraph shall be inserted in lieu thereof:

"18. **ERISA Representations and Agreements by Party B.** Party B represents that Party B and Guarantor are not and will not be a Benefit Plan which, for the purposes of this Agreement, means
(1) an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to any provision of Title I of ERISA, (2) a "Plan" within the meaning of Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended (the "Code") to which Section 4975 of the Code applies, (3) an entity the underlying assets of which constitute "plan assets" pursuant to U.S. Department of Labor regulation section 2510.3-101 as modified by Section 3(42) of ERISA or (4) an entity the underlying assets of which include assets of a governmental plan or other plan subject to restrictions similar to Section 406 of ERISA or Section 4975 of the Code.

2. **Limited Recourse.** Excepting Party A's recourse as against the Guarantor pursuant to the terms of the Guarantee, no recourse shall be had for any payment or delivery obligation under the Agreement, or for any claim based on the Agreement, or otherwise in respect of the Agreement, to or against any Other AG Entity (as defined below) or any incorporator, subscriber, promoter, stockholder, partner, member, director, officer or employee, past, present or future, as such, of Party B or any Other AG Entity or of any predecessor or successor to any of the foregoing, either directly or through Party B or any Other AG Entity or any such predecessor or successor, under and by virtue of any constitution or statute or rule of law or by the enforcement of any assessment or penalty, or otherwise, all such liability of any Other AG Entity or any such incorporator, subscriber, promoter, stockholder, partner, member, director, officer or employee being waived and released by Party A. As used in this paragraph, "Other AG Entity" means (i) Angelo Gordon & Co., L.P. and any Affiliate thereof, in each case, together with its successors, and (ii) any corporation, limited liability company, trust, joint venture, association, company, partnership or other entity, and any fund, whose investment activities are conducted based on investment advice or management services provided by any entity referred to in the foregoing clause (i); provided that in no event shall Party B be an "Other AG Entity".

"Affiliate" for purposes of the foregoing shall mean, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person. For this purpose, "control" of any entity or person means ownership of a majority of the voting power of the entity or person. Affiliate for these purposes shall not include the Guarantor relative to Guarantor's obligations to Party A in respect of the Guarantee.

For the avoidance of doubt, this Paragraph 14 shall in no way limit or impair Party A's rights or Guarantor's obligations in respect of the Guarantee.

3. **Process Agent.** Party B irrevocably appoints Angelo, Gordon & Co., L.P. with offices on

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the date hereof at 245 Park Avenue, 26[1]
Floor, New York, NY 10167 to receive for it and on its behalf

service of process in New York City with respect to any matter arising out of the Agreement.

Party B agrees that service upon itself by certified mail or air courier constitutes effective service as if personally served pursuant to Section 311 of the New York Civil Practice Law and Rules or Rule 4 of the
U.S. Federal Rules of Civil Procedure, or any successor section or rule thereof. Party B waives any right to contest the effectiveness of the service if done in accordance with the previous sentence.

1. **Taxes.** (a) Each party agrees to be liable to the relevant taxing authority for the full amount of any Taxes (as defined herein) imposed, levied, collected, withheld or assessed by such taxing authority as required by governing law to be deducted or withheld from payments or distributions of income that the party receives from the issuer of the Securities ("Income Payments").

(b) All payments made by one party to the other party in respect of any Transaction pursuant to this Agreement, including any Income Payments payable by the Buyer to the Seller, shall be made free and clear of, and without any withholding or deduction for or on account of any, Taxes,

unless such withholding or deduction is required by any applicable law, as modified by the practice of any relevant governmental revenue authority; provided that if such withholding or deduction is so required, then the payor shall (i) promptly notify the payee of such requirement, (ii) pay to the relevant authorities the full amount required to be deducted or withheld promptly upon learning that such deduction or withholding is required, (iii) promptly forward to the payee an official receipt (or certified copy), or other such documentation, evidencing such payment to such authorities, and (iv) in the case of Indemnified Taxes pay to the payee such additional amounts as are necessary to yield and remit to the payee an amount which, after deduction or withholding of all Indemnified Taxes (including any deductions applicable to the additional amounts) payable under thie clause (iv)) equals the full amount that the payee would have received had no such withholding or deduction been required; provided, however, that in no event shall Seller be entitled to receive any amount in respect of any Income Payment greater than Seller would have received had it not entered into the relevant Transaction.

a. Upon execution of each Transaction and at such time or times reasonably requested by Party A Party B and Guarantor hereby agree to deliver to Party A such properly completed and executed documentation and forms (including but not limited to IRS Form W-9) as are reasonably required by Party A, which would result in an exemption from or reduction of withholding Tax with respect to any payments made to Party B or Guarantor under any Transaction. Upon execution of the Agreement and at such time or times reasonably requested by Party B or Guarantor, Party A hereby agrees to deliver to Party B or Guarantor such properly completed and executed documentation and forms (including but not limited to IRS Form W-9) as are reasonably required by Party B or Guarantor, which would result in an exemption from or reduction of withholding Tax with respect to any payments made to Party A under any Transaction. Each party further agrees that if any Tax-related form or certification it previously delivered is about to expire or become inaccurate in any respect, it shall either update such form or certification or promptly notify the other party in writing of its legal inability to do so, as applicable.

b. If one party (X) is required to make any deduction or withholding in respect of a Tax for which X would not be required to pay an additional amount to the other party (Y) under subparagraph (b)(iv) above; and X does not so deduct or withhold, and a liability resulting from such Tax is assessed directly against X, then, except to the extent Y has satisfied or then satisfies the liability resulting from such Tax, Y will promptly pay to X the amount of such liability, including any related liability for interest and penalties. This clause shall survive termination of the Agreement and any Transaction.

c. If (i) one party (X) is required to make a deduction or withholding in respect of any Taxes pursuant to subparagraph (a), (ii) such Taxes are Indemnified Taxes, (iii) X fails to so deduct or withhold such Indemnified Taxes, (iv) a claim is asserted by a governmental authority against the other party (Y) for such Indemnified Taxes, then X shall indemnify Y, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes paid by Y arising in connection with any Transaction and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant governmental authority. This clause shall survive termination of the Agreement and any Transaction.

"Tax" or "Taxes" shall mean any and all present or future taxes, levies, imposts, duties, deductions, liabilities, withholdings assessments, fees or other charges imposed by any governmental authority, including stamp, court, recording or documentary taxes or any other excise or property taxes, charges or similar levies and any applicable interest, additions to tax or penalties, arising from any payment made under any Transaction or from the execution, delivery or enforcement of, or otherwise with respect to, any document relating to any Transaction.

"Indemnified Taxes" shall mean Taxes, other than (i) income or franchise taxes imposed on (or measured by) its net income by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located, (ii) any branch profits taxes imposed by the

United States of America or any similar tax imposed by any other jurisdiction, (iii) Taxes attributable to either party's failure to comply with paragraph 16(c), and (iv) any Tax imposed by FATCA.

"FATCA" shall mean Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), as of the date of this Agreement (or any amended or successor version that is substantively comparable thereto and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, and any fiscal or regulatory rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections.

Party B hereby agrees to complete and file all documents and forms reasonably required by Party A, including IRS Form W-9 or other appropriate tax forms.

12. **Additional Representations.** Party B represents and warrants to Party A that (i) the Guarantor is duly authorized to execute and deliver the Guarantee and to perform its obligations under the Guarantee and has taken all necessary action to authorize such execution, delivery and performance,
(ii) the person executing the Guarantee on its behalf is duly authorized to do so, (iii) the Guarantor has obtained all authorizations of any governmental body required in connection with the Guarantee and such authorizations are in full force and effect, (iv) the execution, delivery and performance by Party B of this Agreement and Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected and (v) there exists no Event of Termination or Event of Default with respect to the Guarantor. On the Purchase Date for any Transaction Party B shall be deemed to repeat all the foregoing representations made by it.

13. **Additional Representations, Warranties and Covenants.**

(i) In addition to the representations contained in Paragraph 10 of the Agreement and those set forth above in this Annex I, Party B represents and warrants to Party A, at all times until the termination of the Agreement and in accordance with Paragraph 10 thereof, that:

(1) since March 1, 2011, which is the date from which Guarantor first qualified as a REIT under the Code, Guarantor has at all times maintained its qualification as a REIT under the Code; and

(2) the execution of the Agreement by Party B, the entry by Party B into each Transaction and the performance by Party B of its obligations under the Agreement and each Transaction do not and will not result in Guarantor failing to maintain its status as a REIT under the Code.

(ii) Party B agrees that it will not take any action, directly or indirectly, during the term of any Transaction that would render untrue any of the representations and warranties in Paragraph 18 of this Annex I. Party B further agrees that if any event should occur or circumstance should exist that would render any of such representations and warranties in Paragraph 18 untrue it shall immediately give notice thereof to Party A.

Execution Copy

12. Governing Law. This Agreement and all Transactions hereunder shall be governed by the laws of the State of New York.

CREDIT SUISSE SECURITIES (USA) LLC AG MIT CMO EC LLC

By: /s/ Shui Wong
Title: Vice President By: AG MIT RES LLC, its member

By: /s/ D. Forest Wolfe
Title: Authorized Signatory
Date: 7.11.15

Execution Copy

ANNEX II

Names and Addresses for Communications Between Parties

FOR ALL NOTICES (OTHER THAN LEGAL NOTICES):

CREDIT SUISSE SECURITIES (USA) LLC
Eleven Madison Avenue New York, NY 10010-3629

Attn: Head of Credit Risk Management Fax: (212) 325-8170

FOR LEGAL NOTICES ONLY:

CREDIT SUISSE SECURITIES (USA) LLC

h
Eleven Madison Avenue, 26l
Floor

New York, NY 10010-3629

Attn: Head of Documentation Group Fax: (917) 326-7930

COUNTERPARTY:

AG MIT CMO EC LLC
c/o Angelo, Gordon & Co., L.P. 245 Park Avenue, 26TH Floor New York,
New York 10167 Attn: Chief Risk Officer

Tel: 212-692-2000
Fax: 212-867-9328
Email: aparks@angelogordon.com
With a copy of any notices concerning Margin to marginnotice@angelogordon.com

Exhibit 10.53
EXECUTION

GUARANTEE

GUARANTEE, dated as of December 19, 2018, made by AG Mortgage Investment Trust, Inc. ("Guarantor"), a Maryland corporation, in favor of Barclays Bank PLC ("Barclays"), a public limited company organized under the laws of England and Wales (as amended, restated, supplemented and otherwise modified from time to time, this "Guarantee").

WHEREAS Barclays and AG MIT, LLC (the "Company"), an Delaware limited liability company, have entered into a TBMA/ISMA Master Repurchase Agreement, dated as of the date of this Guarantee (that agreement, as amended, modified or supplemented from time to time after its date, being referred to herein as the "Agreement") and it is a requirement of the Agreement that the Company cause this Guarantee to be delivered;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor, intending to be legally bound, agrees as follows.

1. **Guarantee.** (a) Guarantor irrevocably guarantees (as primary obligor and not merely as surety) (i) payment in full of all amounts payable to Barclays by the Company, as and when those amounts become payable (whether at their scheduled due dates, upon early termination or otherwise, including without limitation amounts which, but for the operation of any stay or injunction, would be due) and (ii) the due and punctual performance of all other obligations of the Company arising from any agreements with Barclays. This is a continuing Guarantee and a guarantee of payment (not merely of collection), and it shall remain in full force and effect until all amounts payable by the Company to Barclays have been validly, finally and irrevocably paid in full.

(b) Guarantor's obligations under this Guarantee shall be unconditional, irrespective of (i) any lack of capacity of the Company, (ii) any counterclaim, setoff, deduction or defense of any kind which the Company or Guarantor may have or assert and (iii) any variation, extension, waiver, compromise or release of any or all of the obligations of the Company (including, without limitation, entry into or modification or termination of any Transaction (as defined in the Agreement)) or of any security from time to time therefor or of the obligations of any other guarantor or surety.

(c) This Guarantee shall not be affected by the occurrence of any event of default, potential event of default or termination event, by the existence of any bankruptcy, insolvency, reorganization or similar proceedings involving the Company, by any change in the laws, rules or regulations of any jurisdiction or by any present or future action of any governmental authority or court or other person or entity amending, varying, reducing or otherwise affecting, or purporting to amend, vary, reduce or otherwise affect, any of the obligations of the Company or the obligations of Guarantor under this Guarantee or by any other circumstance (other than complete, irrevocable payment) that might vary the risk of or otherwise constitute a legal or equitable discharge or defense of the Company or Guarantor or of a surety or a guarantor.

(d) This Guarantee shall be reinstated if at any time (including any time after its termination or expiration) any payment by the Company, in whole or in part, is rescinded or is otherwise returned by Barclays, whether voluntarily or involuntarily, upon the insolvency, bankruptcy or reorganization of the Company or otherwise, all as though that payment had not been made.

(e) If the Company merges or consolidates with or into another entity, loses its separate legal identity or ceases to exist, Guarantor shall nonetheless continue to be liable for the payment of all

amounts payable by the Company.

a. So long as any amount payable by the Company is overdue and unpaid, Guarantor shall not (i) exercise any right of subrogation or indemnity, or similar right or remedy, against the Company or any other assets or property in respect of any amount paid by Guarantor under this Guarantee or (ii) file a proof of claim in competition with Barclays for any amount owing to Guarantor by the Company on any account whatsoever in the event of bankruptcy, insolvency or liquidation of the Company. If at any time when any such amount is overdue and unpaid Guarantor receives any amount as a result of any action against the Company or any of its property or assets or otherwise for or on account of any payment made by Guarantor under this Guarantee, Guarantor shall forthwith pay that amount received by it to Barclays, to be credited and applied against the amount so payable by the Company.

b. Guarantor waives (i) all requirements as to promptness, diligence, presentment, demand on the Company for payment, performance or otherwise, filing of claims, protest and notice of any kind with respect to this Guarantee and (ii) any requirement that Barclays exhaust any right or take any action against the Company, any collateral security or any other person or entity, or perfect its security interest in any collateral security.

1. **Financial Covenants; Status Covenants**. (a) Guarantor shall, at all times, comply with the following financial covenants:

   1. the Shareholder Equity of the Guarantor shall not at any month end:

      i. decline by thirty percent (30%) or more from the Shareholder Equity of the Guarantor as of the third preceding month end, or

      ii. decline by forty percent (40%) or more from the Shareholder Equity of the Guarantor from the same month end in the previous calendar year;

   2. as of the last day of each calendar month, permit the ratio of (A) Specific Indebtedness to (B) Shareholder Equity to be greater than the maximum ratio as set forth in the applicable row in the table below ("Maximum Ratio"); provided that Guarantor's failure to comply with such Maximum Ratio as required under this clause will not constitute an Event of Default (as defined in the Agreement) unless it has been continuing for five (5) Business Days (as defined in the Agreement) from last day of the applicable calendar month.

Total Investment Percentage	**Maximum Ratio**
≥ 85%	10:1
≥ 75% to < 85%	9:1
≥ 62.5% to < 75%	8:1
≥ 50% to < 62.5%	7:1
< 50%	5:1

For purposes of this Section 2:

"Agency Securities" means any securities issued by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Government National Mortgage Association (or, in each case, any successor thereto). Agency Securities shall not include any securities issued by the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or Government National Mortgage Association (or any of their successors) as part of their respective credit risk transfer or credit risk sharing programs.

"Shareholder Equity" means, on any date of determination, the most recent figure published in the firm's financials, as determined in accordance with GAAP.

"Specific Indebtedness" means the sum of Guarantor's (i) total liabilities per its consolidated balance sheet less (ii) all non-recourse indebtedness less (iii) the aggregate net value of its derivative liabilities less (iv) non-mandatory redeemable stock less (v) accrued expenses less (vi) borrowings under repurchase agreements secured by U.S. Treasuries plus (vii) the aggregate of the net economic positions of U.S. Treasuries that collateralize the associated reverse repurchase agreements (netting the receivable under reverse repurchase agreements with the obligation to return securities borrowed under reverse repurchase agreements, at fair value) plus (viii) the total debt outstanding and related accrued interest payable pursuant to any repurchase agreement that is not separately presented on the consolidated balance sheet.

"Total Investment Percentage" means the sum of Guarantor's Agency Securities, at fair value (as stated on Guarantor's balance sheet as of such date), expressed as a percentage of the sum of Guarantor's Total Investment Portfolio as of such date.

"Total Investment Portfolio" means all real estate securities, loans and real estate mortgage servicing rights of Guarantor that would, in each case, generally be classified as a real estate investment in accordance with GAAP, but excluding any assets tied to non-recourse indebtedness.

ii. Guarantor shall maintain (i) its status as a real estate investment trust under the Code and (ii) its status as a listed company with the New York Stock Exchange.

iii. Guarantor is not an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

1. **Remedies.** (a) The rights and remedies provided for in this Guarantee are in addition to and not exclusive of any rights and remedies available to Barclays by law in respect of this Guarantee. If any amount payable by Guarantor under this Guarantee is not paid when due, Barclays may, without notice or demand of any kind, appropriate and apply toward the payment of any such amount any property, balance, credit, deposit account or money of Guarantor (in any currency) that for any purpose is in the possession or control of Barclays or any of its affiliates (or any of its or their respective branches or offices). Barclays shall be entitled to apply any amount received by it from any source, including Guarantor, in respect of the Company's obligations to the discharge of those obligations in such order as Barclays may from time to time elect in its sole discretion.

(b) Guarantor shall pay or reimburse Barclays on demand for all costs and expenses

(including fees and expenses of counsel) incurred in connection with the enforcement of Barclays' rights under this Guarantee.

1. **Representations and Warranties.** The Guarantor represents to the Barclays (which representations will be deemed to be represented by the Guarantor on each date that a Transaction is entered into) that:

(a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guarantee.

(b) The execution, delivery and performance of this Guarantee have been and remain duly authorized by all necessary corporate action and do not contravene any provision of law or of the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.

(c) All consents, authorizations and approvals of, and registrations and declarations with, any governmental authority necessary for the due execution, delivery and performance of this Guarantee have been obtained and remain in full force and effect and all conditions thereof have been duly complied with, and no other action by, and no notice to or filing with, any governmental authority is required in connection with the execution, delivery or performance of this Guarantee.

(d) This Guarantee constitutes the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, subject as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.

4. **Amendments, Waivers, Notices.** All amendments, waivers and modifications of or to any provision of this Guarantee and any consent to departure by Guarantor from the terms of this Guarantee shall be in writing and signed and delivered by Barclays and, in the case of any such amendment or modification, by Guarantor, and shall not otherwise be effective. Any such waiver or consent shall be effective only in the specific instance and for the purpose for which it is given. No failure or delay by Barclays in exercising any right, power or privilege in respect of this Guarantee will be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege. Any notice or communication to Barclays or Guarantor in connection with this Guarantee shall be addressed (i) to Barclays at its address specified in the Appendix 1 to this Guarantee, or such other address as may be specified by Barclays by notice to Guarantor, and (ii) to Guarantor at its address specified in the Appendix 1 to this Guarantee, or such other address as may be specified by Guarantor by notice to Barclays. The giving of notice to Guarantor in any instance shall not entitle Guarantor to any other or further notice in similar or other circumstances.

5. **Binding Effect.** This Guarantee shall be binding on Guarantor and its successors and assigns. However, Guarantor shall not transfer any of its obligations under this Guarantee without the prior written consent of Barclays, and any purported transfer without that consent shall be void. This Guarantee shall inure to the benefit of Barclays and its successors and assigns.

6. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL. THIS

GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO THE CHOICE OF LAW DOCTRINE). GUARANTOR HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTEE.

1. **Severability.** Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall remain effective.

8. **Headings.** The section headings in this Guarantee are for convenience of reference only and shall not affect the meaning or construction of any provision of this Guarantee.

9. Contractual Recognition of Bail-In.

(a) Each party acknowledges and accepts that liabilities arising under this agreement (other than Excluded Liabilities) may be subject to the exercise of the UK Bail-in Power by the relevant resolution authority and acknowledges and accepts to be bound by any Bail-in Action and the effects thereof (including any variation, modification and/or amendment to the terms of this agreement as may be necessary to give effect to any such Bail-in Action), which if the Bail-in Termination Amount is payable by Barclay to the Guarantor may include, without limitation:

(i) a reduction, in full or in part, of the Bail-in Termination Amount; and/or

(ii) a conversion of all, or a portion of, the Bail-in Termination Amount into shares or other instruments of ownership, in which case the Guarantor acknowledges and accepts that any such shares or other instruments of ownership may be issued to or conferred upon it as a result of the Bail-in Action.

(b) Each party acknowledges and accepts that this provision is exhaustive on the matters described herein to the exclusion of any other agreements, arrangements or understanding between the parties relating to the subject matter of this agreement and that no further notice shall be required between the parties pursuant to the agreement in to order to give effect to the matters described herein.

(c) The acknowledgements and acceptances contained in paragraphs (a) and (b) above will not apply if:

(i) the relevant resolution authority determines that the liabilities arising under this agreement may be subject to the exercise of the UK Bail-in Power pursuant to the law of the third country governing such liabilities or a binding agreement concluded with such third country and in either case the UK Regulations have been amended to reflect such determination; and/or

(ii) the UK Regulations have been repealed or amended in such a way as to remove the requirement for the acknowledgements and acceptances contained in paragraphs (a) and (b).

For purposes of this Section 9 and Section 10:

"Bail-in Action" means the exercise of the UK Bail-in Power by the relevant resolution authority in respect of all transactions (or all transactions relating to one or more netting sets, as applicable) under this agreement.

"Bail-in Termination Amount" means the early termination amount or early termination amounts (howsoever described), together with any accrued but unpaid interest thereon, in respect of all transactions (or all transactions relating to one or more netting sets, as applicable) under this agreement (before, for the avoidance of doubt, any such amount is written down or converted by the relevant resolution authority).

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"Excluded Liabilities" means liabilities excluded from the scope of the contractual recognition of bail-in requirement pursuant to the UK Regulations.

"UK Bail-in Power" means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with, any laws, regulations, rules or requirements (together, the "UK Regulations") in effect in the United Kingdom relating to the transposition of the BRRD as amended from time to time, including but not limited to, the Banking Act 2009 as amended from time to time, and the instruments, rules and standards created thereunder, pursuant to which the obligations of a regulated entity (or other affiliate of a regulated entity) can be reduced (including to zero), cancelled or converted into shares, other securities, or other obligations of such regulated entity or any other person.

A reference to a "regulated entity" is to any BRRD Undertaking as such term is defined under the PRA Rulebook promulgated by the United Kingdom Prudential Regulation Authority or to any person falling within IFPRU 11.6, of the FCA Handbook promulgated by the United Kingdom Financial Conduct Authority, both as amended from time to time, which includes, certain credit institutions, investment firms, and certain of their parent or holding companies.

8. **Contractual Recognition of UK Stay in Resolution.** Where a resolution measure is taken in relation to any BRRD Undertaking or any member of the same group as that BRRD Undertaking and that BRRD Undertaking or any member of the same group as that BRRD Undertaking is a party to this Agreement (any such party to this Agreement being an "Affected Party"), each other party to this Agreement agrees that it shall only be entitled to exercise any termination rights under or rights to enforce a security interest in connection with this Agreement against the Affected Party to the extent that it would be entitled to do so under the Special Resolution Regime if this Agreement were governed by the laws of any part of the United Kingdom.

For the purpose of this Section 10, "resolution measure" means a 'crisis prevention measure', 'crisis management measure' or 'recognised third-country resolution action', each with the meaning given in the "PRA Rulebook: CRR Firms and Non-Authorised Persons: Stay in Resolution Instrument 2015", as may be amended from time to time (the "PRA Contractual Stay Rules"), provided, however, that 'crisis

prevention measure' shall be interpreted in the manner outlined in Rule 2.3 of the PRA Contractual Stay Rules; "BRRD undertaking", "group", "Special Resolution Regime" and "termination right" have the respective meanings given in the PRA Contractual Stay Rules.

The terms of the ISDA UK (PRA Rule) Jurisdictional Module and the ISDA Resolution Stay Jurisdictional Modular Protocol (together, the "UK Module") are incorporated into and form part of this Agreement, and, for purposes thereof: (a) this Agreement shall be deemed a Covered Agreement, (b) Guarantor shall be deemed a Module Adhering Party and (c) Barclays Bank PLC be deemed a Regulated Entity Counterparty with respect to Guarantor. In the event of any inconsistencies between this Agreement and the UK Module, the UK Module will prevail.

1. **Notice Regarding Client Money Rules**. Barclays, as a CRD credit institution (as such term is defined in the rules of the FCA), holds all money received and held by it hereunder as banker and not as trustee. Accordingly, money that is received and held by Barclays from you will not be held in accordance with the provisions of the FCA's Client Asset Sourcebook relating to client money (the "Client Money Rules") and will not be subject to the statutory trust provided for under the Client Money Rules. In particular, Barclays shall not segregate money received by it from you from Barclays money and Barclays shall not be liable to account to you for any profits made by Barclays use as banker of such cash and upon failure of Barclays, the client money distribution rules within the Client Asset Sourcebook (the "Client Money Distribution Rules") will not apply to these sums and so you will not be entitled to share in any distribution under the Client Money Distribution Rules.

[Signature Page Follows]

IN WITNESS WHEREOF, Guarantor has duly executed this Guarantee with effect from the date first written above, on the date specified below.

AG MORTGAGE INVESTMENT TRUST, INC.,

as Guarantor By: /s/ Raul E. Moreno Name: Raul E. Moreno
Title: General Counsel
Date: December _, 2018

Exhibit 10.54
EXECUTION COPY

AMENDMENT NO. 1 TO GUARANTEE

This Amendment No. 1 to Guarantee (this "Amendment") dated as of May 28, 2020, amends that certain Guarantee, dated as of December 19, 2018 (the "Guarantee") by AG Mortgage Investment Trust, Inc., a Maryland corporation (the "Guarantor"), in favor of Barclays Bank PLC ("Buyer"), a public limited company organized under the laws of England and Wales. Capitalized terms not otherwise defined herein are used herein with the same meanings given to such terms in the Guarantee.

WHEREAS, the Guarantee states that amendments, waivers and modifications of or to any provision of the Guarantee shall be in writing and signed and delivered by the Buyer and, in the case of any such amendment or modification, by Guarantor, and shall not otherwise be effective;

WHEREAS, the parties hereto desire to amend the Guarantee as described below;

NOW, THEREFORE, pursuant to the provisions of the Guarantee concerning modification and amendment thereof, and in consideration of the amendments, agreements and other provisions herein contained and of certain other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the parties hereto, it is hereby agreed between the Guarantor and Buyer as follows:

SECTION 1. Amendments of Guarantee.

(a) Sections 2(a)(i) and (ii) of the Guarantee are hereby amended by deleting such Sections 2(a)(i) and (ii) in their entirety and replacing them with the following:

(i) the Shareholder Equity of the Guarantor shall not:

(1) with respect to the fiscal quarter ended June 30, 2020, decline by thirty percent (30%) or more from the Shareholder Equity of the Guarantor as of April 30, 2020 and, with respect to the fiscal quarter ended September 30, 2020 and each fiscal quarter thereafter, decline by thirty percent (30%) or more from the Shareholder Equity of the Guarantor as of the preceding fiscal quarter end, or

(2) with respect to the fiscal quarter ended March 31, 2021, decline by forty percent (40%) or more from the Shareholder Equity of the Guarantor as of April 30, 2020 and, with respect to the fiscal quarter ended June 30, 2021 and each fiscal quarter thereafter, decline by forty percent (40%) or more from the Shareholder Equity of the Guarantor as of the same fiscal quarter in the previous fiscal year;

(ii) as of the last day of each fiscal quarter, permit the ratio of (A) Specific Indebtedness to (B) Shareholder Equity to be greater than 3:1 (the "Maximum Ratio"); provided that Guarantor's failure to comply with such Maximum Ratio as required under this clause will not constitute an Event of Default (as defined in the Agreement) unless it has been continuing for five (5) Business Days (as defined in the Agreement) from last day of the applicable fiscal quarter.

a. Section 2 of the Guarantee is hereby amended to add the following as a new subsection (d) in its proper alphabetical order:

(d) Beginning in July 2020, promptly following the end of each month, Guarantor shall report to Barclays (i) the Shareholder Equity of the Guarantor as of the end of such month and (ii) the ratio of (A) Specific Indebtedness to (B) Shareholder Equity of the Guarantor as of the end of such month.

SECTION 2. Effective Date. This Amendment shall become effective on the day a copy of this Amendment duly executed by each of the parties hereto has been delivered to the Buyer.

SECTION 3. Effect of Amendment. Except as expressly amended and modified by this Amendment, all provisions of the Guarantee shall remain in full force and effect and all such provisions shall apply equally to the terms and conditions set forth herein. After this Amendment becomes effective, all references in the Guarantee (or in any other document relating to the Mortgage Loans) to "this Guarantee," "hereof," "herein" or words of similar effect referring to such Guarantee shall be deemed to be references to such Guarantee as amended by this Amendment. This Amendment shall not be deemed to expressly or impliedly waive, amend or supplement any provision of the Guarantee other than as set forth herein.

SECTION 4. Successors and Assigns. This Amendment shall be binding upon the parties hereto and their respective successors and assigns.

SECTION 5. Section Headings. The various headings and sub-headings of this Amendment are inserted for convenience only and shall not affect the meaning or interpretation of this Amendment or the Guarantee or any provision hereof or thereof

SECTION 6. GOVERNING LAW. THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS EXCEPT SECTIONS 5-1401 AND 5-1402 OF NEW YORK GENERAL OBLIGATIONS LAW, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

SECTION 7. Counterparts. This Amendment may be executed in one or more counterparts and by the different parties hereto on separate counterparts, including without limitation counterparts transmitted by facsimile, each of which, when so executed, shall be deemed to be an original and such counterparts, together, shall constitute one and the same agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Guarantor has caused this Amendment to be executed by its duly authorized officer as of the date first written above

AG MORTGAGE INVESTMENT TRUST, INC.,as GuarantorBy: /s/ Raul E. Moreno
Name: Raul E. Moreno Title: General Counsel

[Signature Page to Amendment No. 1 to Guarantee (BBPLC)]

Acknowledged and Agreed By:

BARCLAYS BANK PLC,

as Buyer
By: /s/ Grace Park
Name: Grace Park
Title; Director

[Signature Page to Amendment No. I to Guarantee (BBPLC)]

Exhibit 10.55

EXECUTION VERSION

Third Amended and Restated Annex I.A
Amended and Restated Additional Supplemental Terms and Conditions

This Third Amended and Restated Annex I.A (this "Annex"), dated as of May 28, 2020, (i) amends and restates that Second Amended and Restated Annex I.A, dated as of December 19, 2019 (the "Prior Annex"), which amended and restated that Amended and Restated Annex I.A, dated as of July 31, 2019 and (ii) forms a part of the TBMA/ISMA Master Repurchase Agreement (September 1996 Version), dated as of December 19, 2018 (together with each other annex, the "Agreement") between BARCLAYS BANK PLC ("Barclays" or "Buyer") and AG MIT, LLC ("Seller"), but shall only apply to Transactions between Buyer and Seller (as defined herein) as contemplated by the terms hereof. For purposes of this Annex, "Margin Deficit" and "Margin Excess" mean any Margin Deficit or Margin Excess, as applicable, arising solely with respect to Transactions between Buyer and Seller as contemplated by the terms of this Annex. The Facility shall be full recourse as to Seller and Guarantor. Capitalized terms used but not defined in this Annex shall have the meanings ascribed to them in the Agreement.

1. Inconsistency. In the event of any inconsistency between the terms of the Agreement and this Annex, this Annex shall govern.

2. Definitions. Paragraph 2 of the Agreement is hereby amended to add the following definitions and, in any case where the definition already exists in Paragraph 2, the definition is deleted in Paragraph 2 in its entirety and replaced with the following:

"<12 Re-Performing Loan": With respect to any date of determination, a First Lien Re-Performing Loan with respect to which (a) the scheduled monthly payment due thereon is contractually current (using the MBA methodology) as of the Applicable Cut-Off Date and (b) the scheduled monthly payment due thereon have been contractually current (using the MBA methodology) during each of the two (2) to ten (10) monthly periods immediately preceding such Applicable Cut-Off Date.

"12+ Re-Performing Loan": With respect to any date of determination, a First Lien Re-Performing Loan with respect to which (a) the scheduled monthly payment due thereon is contractually current (using the MBA methodology) as of the Applicable Cut-Off Date and (b) the scheduled monthly payment due thereon have been contractually current (using the MBA methodology) during each of the eleven (11) to twenty-two (22) monthly periods immediately preceding such Applicable Cut-Off Date.

"24+ Re-Performing Loan": With respect to any date of determination, a First Lien Re-Performing Loan with respect to which (a) the scheduled monthly payment due thereon is contractually current (using the MBA methodology) as of the Applicable Cut-Off Date and (b) the scheduled monthly payment due thereon have been contractually current (using the MBA methodology) during each of the twenty-three (23) or more monthly periods immediately preceding such Applicable Cut-Off Date.

"Affiliate": With respect to Barclays, means another entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such party. For purposes of this definition, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise. Without limiting the generality of the foregoing, an entity shall be deemed to be controlled by another entity if such other entity possesses, directly or indirectly, the power to elect a majority of the board of directors or equivalent body of the first entity. Notwithstanding the foregoing, "Affiliate" with respect to Seller or Guarantor as used in this Annex shall only include Guarantor and its Subsidiaries (including, for the avoidance of doubt, the Legal Title Trust, any Pass-Through Trust and the Trust).

"Applicable Cut-Off Date": With respect to the determination of a Re-Performing Loan's Product Type, the last day of the month immediately preceding the date of determination of such Re-Performing Loan's Product Type.

"Asset Sale Notice": The written notice delivered by the Program Manager via email to the Trustee of the Legal Title Trust, the Participation Agent and Buyer not less than two (2) Business Days prior to the settlement of the related sale or disposition, instructing such Trustee to effect the sale of the Underlying Assets identified therein and

the Participation Agent to promptly deposit the related sale proceeds into the related Sub-Participation Interest Account (as defined in the Participation Agreement) in accordance with the Participation Agreement.

"Bankruptcy Code" shall mean Title 11 of the United States Code, 11 U.S.C. § 101 *et seq*, as amended.

"BCAT 2018-20PT Pass-Through Trust Agreement": The Trust Agreement with respect to BCAT 2018- 20PT, dated as of December 21, 2018, by and among the Program Manager, the Depositor, the Trustee and the Securities Administrator, as amended, restated, supplemented or otherwise modified from time to time.

"BCAT 2019-RPL20PT Pass-Through Trust Agreement": The Trust Agreement with respect to BCAT 2019-RPL20PT, dated as of July 31, 2019, by and among the Program Manager, the Depositor, the Trustee and the Securities Administrator, as amended, restated, supplemented or otherwise modified from time to time.

"Business Day" or "business day": With respect to any Transaction under this Annex, a day on which regular trading may occur in the principal market for the Purchased Securities subject to such Transactions, which includes shortened trading days, days on which trades are permitted to occur but do not in fact occur and days on which the Purchased Securities are subject to percentage of movement or volume limitations, provided however, that for purposes of calculating Market Value, such term shall mean a day on which regular trading may occur in the principal market for the assets the value of which is being determined. Notwithstanding the foregoing, (i) for purposes of Paragraph 4 of the Agreement, "business day" shall mean any day on which regular trading may occur in the principal market for any Purchased Securities or for any assets constituting Additional Purchased Securities under any outstanding Transaction hereunder and "next business day" shall mean the next day on which a transfer of Additional Purchased Securities may be effected in accordance, with Paragraph 7 of the Agreement, and (ii) in no event shall Saturday or Sunday be considered a business day. If the term "Business Day" is used in connection with the determination of LIBOR, a day dealings in Dollar deposits are not carried on in the London interbank market.

"Buyer": Barclays Bank PLC.

"Capital Lease Obligations": With respect to any Person, the amount of all obligations of such Person to pay rent or other amounts under a lease of property to the extent and in the amount that such obligations are required to be classified and accounted for as a capital lease on a balance sheet of such Person.

"Certificate Principal Balance": As of any date of determination, an amount equal to the sum of (1) with respect to the Underlying Mortgage Loans, Total Principal Balance and (2) with respect to the Underlying REO Property, the Total Principal Balance of each Mortgage Loan at the time that each such Mortgage Loan converted to an REO Property. In the event the Trust acquires additional Underlying Assets after the initial Purchase Date, the Certificate Principal Balance will be increased by the Total Principal Balance of such Underlying Assets on that date of such acquisition.

"Closing Date": December 19, 2018.

"Collection Account": The separate non-interest bearing trust account having the designation set forth in the Trust Agreement for the receipt of distributions with respect to the beneficial ownership interests underlying the Purchased Securities.

"Confirmation": A purchase confirmation either (a) in the form of Exhibit A to this Annex or (b) in email format containing the information identified in Paragraph 3(b), in either case, duly completed, delivered and agreed to by Seller and Buyer in accordance with Paragraph 3 of the Agreement.

"Contractual Obligation": With respect to any Person, any provision of any securities issued by such Person or any indenture, mortgage, deed of trust, deed to secure debt, contract, undertaking, agreement, instrument or other document to which such Person is a party or by which it or any of its property or assets are bound or are subject.

"Custodial Agreement": That certain Custodial Agreement, dated as of December 21, 2018, by and among the Custodian, the Servicer, the Depositor, the Trustee on behalf of the Legal Title Trust and the Trustee on behalf of the Trust, as the same may be amended, modified or supplemented from time to time.

"Custodian": Wells Fargo Bank, N.A., or any successor permitted by Custodial Agreement.

"Depositor": GCAT Management Services LLC, Series 2014-7.

"Default Rate": The Pricing Rate plus 2.00%.

"Eligible Underlying Asset": Any Underlying Asset other than Ineligible Underlying Assets.

"Escrow Payments": With respect to a Mortgage Loan, the amounts constituting ground rents, taxes, assessments, water charges, sewer rents, municipal charges, mortgage insurance premiums, fire and hazard insurance premiums, condominium charges and other payments as may be required to be escrowed by the mortgagor with the mortgagee pursuant to the terms of the Mortgage or any other document.

"Exception Report": The report delivered by the Custodian to Seller pursuant to Section 3.2 of the Custodial Agreement and furnished to Buyer before the Closing Date.

"Exit": Any securitization, reverse repurchase transaction or similar transaction entered into by Seller or an Affiliate of Seller with any party that is not Buyer or an Affiliate of Buyer with respect to Underlying Assets for which the Interim Repurchase Balance (after giving effect to the related asset sale or disposition) exceeds twenty-five percent (25%) of the Exit Fee Base Amount immediately prior to the related asset sale or disposition.

"Exit Fee": With respect to any Exit that occurs prior to the expiration of the Exit Fee Trigger Period, the non-refundable fee deemed due, earned and payable by Seller to Buyer in an amount equal to the product of (A) twenty-five (25) basis points and (B) the aggregate Purchase Price applicable to the Underlying Assets that are sold or otherwise disposed of on such date.

"Exit Fee Base Amount": The amount determined by Buyer equal to the average Purchase Price outstanding during the three (3) month period immediately preceding Buyer's receipt of an Asset Sale Notice.

"Exit Fee Trigger Period": The period commencing on the Closing Date and expiring on February 25, 2021.

"Facility": The one hundred percent (100%) uncommitted reverse repurchase facility established pursuant to this Annex, the Agreement and the Program Documents.

"Fair Market Value": As of any date of determination, the bid-side fair market value of an arms-length transaction between two consenting parties as determined by Calculation Agent in a commercially reasonable manner acting in good faith, using the same methodology as it uses for determinations of fair market value of similar assets (including, without limitation, whether such asset is a servicing-released or servicing-retained asset) in similar facilities. The Fair Market Value of an Underlying Asset that is an Ineligible Underlying Asset may be deemed by Calculation Agreement to be $0.

"FHA": The Federal Housing Administration, an agency within HUD, or any successor thereto, and including the Federal Housing Commissioner and the Secretary of Housing and Urban Development where appropriate under the FHA regulations.

"First Lien Re-Performing Loan": With respect to any date of determination, a Re-Performing Loan that has a first priority Lien Position.

"First Lien Vacant Land Loan": With respect to any date of determination, a First Lien Re-Performing Loan related to undeveloped land upon which no residential dwelling has been erected.

"Governing Documents": With respect to any Person, its articles or certificate of incorporation or formation, by-laws, memorandum and articles of association, partnership, limited liability company, operating or trust agreement and/or other organizational, charter or governing documents.

"Governmental Authority": Any (a) nation or government, (b) state or local or other political subdivision thereof, (c) central bank or similar monetary or regulatory authority, (d) Person, agency, authority, instrumentality, court, regulatory body, central bank or other body or entity exercising executive, legislative, judicial, taxing, quasi– judicial, quasi–legislative, regulatory or administrative functions or powers of or pertaining to government, (e) court or arbitrator having jurisdiction over such Person, its Affiliates (other than with respect to Seller) or its assets or properties, (f) stock exchange on which shares of stock of such Person are listed or admitted for trading, (g) accounting board or authority that is responsible for the establishment or interpretation of national or international accounting principles, and (h) supra-national body such as the European Union or the European Central Bank.

"Guarantor": AG Mortgage Investment Trust, Inc.

"Guaranty": The certain Guarantee, dated as of the Closing Date, by Guarantor in favor of Buyer, as the same may be amended, modified or supplemented from time to time.

"High Cost Mortgage Loan": A Mortgage Loan classified as (a) a "high cost" loan under the Home Ownership and Equity Protection Act of 1994, as amended, or (b) a "high cost," "threshold," "covered," "abusive," "high risk" or "predatory" loan under any other applicable state, federal or local law (or a similarly classified loan using different terminology under a law, regulation or ordinance imposing heightened regulatory scrutiny or additional legal liability for residential mortgage loans having high interest rates, points and/or fees).

"Holder": As defined in the Trust Agreement.

"Indebtedness": With respect to any Person as of any date of determination, and only to the extent outstanding at such time: the sum of (a) obligations created, issued or incurred by such Person for borrowed money (whether by loan, the issuance and sale of debt securities or the sale of Property to another Person subject to an understanding or agreement, contingent or otherwise, to repurchase such Property from such Person); (b) obligations to pay the deferred purchase or acquisition price of Property or services, other than trade accounts payable (other than for borrowed money) arising, and accrued expenses incurred, in the ordinary course of business so long as such trade accounts payable are payable and paid within ninety (90) days of the date the respective goods are delivered or the respective services are rendered; (c) indebtedness of others secured by a Lien on the Property of such Person, whether or not the respective indebtedness so secured has been assumed by such Person; (d) obligations (contingent or otherwise) in respect of letters of credit or similar instruments issued for account of such Person; (e) Capital Lease Obligations; (f) payment obligations under repurchase agreements, single seller financing facilities, warehouse facilities and other lines of credit; (g) indebtedness of others guaranteed on a recourse or partial recourse basis by such Person; (h) all obligations incurred in connection with the acquisition or carrying of fixed assets; (i) indebtedness of general partnerships of which such Person is a general partner; and (j) any other known or contingent liabilities of such Person, less the amount of any non-recourse debt, including any securitization debt, and any intercompany debt eliminated in consolidation by Guarantor.

"Ineligible Underlying Assets": Any Underlying Asset for which the representations and warranties set forth in the Schedule II to this Annex are incorrect or untrue in any material respect when made or repeated or when deemed to have been made or repeated; provided, however, if (a) the Exception Report identifies any custodial document exception which causes a representation and warranty set forth in the Schedule II to this Annex to be incorrect or untrue in any material respect and (b) Buyer waives such custodial document exception, the related Underlying Asset shall not be deemed to be an Ineligible Underlying Asset. For the avoidance of doubt, the representations and warranties set forth in Schedule II shall not be deemed to be representations and warranties made pursuant to Paragraph 10 of the Agreement or subject to Paragraph 11(vi) of the Agreement.

"Insolvency Laws": The Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, suspension of payments and similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

"Insolvency Proceeding": Any case, action or proceeding before any court or other Governmental Authority relating to any Act of Insolvency.

"Interim Repurchase Balance": As of any date of determination, an amount determined by Buyer of the portion of the Repurchase Price of the Purchased Securities applicable to each Underlying Asset subject to an asset sale described in an Asset Sale Notice.

"Interim Servicing Agreement": (a) That certain Interim Servicing Agreement, dated as of December 21, 2018, by and among Select Portfolio Servicing, Inc., as interim servicer, and the Depositor, as the same may be amended, modified or supplemented from time to time or (b) that certain Interim Servicing Agreement, dated as of December 21, 2018, by and among Nationstar Mortgage LLC, as interim servicer, and the Depositor, as the same may be amended, modified or supplemented from time to time.

"Legal Fee Cap": $125,000.

"Legal Title Trust": BCAT 2018-20TT.

"Legal Title Trust Agreement": The Trust Agreement with respect to the Legal Title Trust, dated as of December 21, 2018, by and among the Depositor, the Program Manager and the Trustee, as amended, restated, supplemented or otherwise modified from time to time.

"LIBOR": For any Pricing Period, the greater of (a) the rate (adjusted for statutory reserve requirements for eurocurrency liabilities) for eurodollar deposits for a period equal to one month appearing on Bloomberg Screen US 0001M Page or if such rate ceases to appear on Bloomberg Screen US 0001M Page, or any other service providing comparable rate quotations at approximately 11:00 a.m., London time, on the applicable date of determination, (b) as otherwise specified in the Confirmation and (c) the LIBOR Floor.

"LIBOR Floor": 0.00%.

"Lien": Any mortgage, statutory or other lien, pledge, charge, right, claim, adverse claim, attachment, levy, hypothecation, assignment, deposit arrangement, security interest, UCC financing statement or encumbrance of any kind on or otherwise relating to any Person's assets or properties in favor of any other Person or any preference, priority or other security agreement or preferential arrangement of any kind.

"Lien Position": The priority of the Lien of the Mortgage on the Mortgaged Property.

"Margin Notice": A notice provided in writing in accordance with Paragraph 4(b) of the Agreement.

"Margin Threshold": $250,000.

"Market Value": For any Purchased Security and any date of determination, the value ascribed to a Purchased Security based upon the aggregate Fair Market Value of the Underlying Assets, determined by Buyer, in its capacity as Calculation Agent, in its reasonable discretion exercised in good faith.

"Material Adverse Effect": A material adverse effect on or material adverse change in or to (a) the business, operations or financial condition of Seller or Guarantor and their respective Affiliates that is a party to any Program Document, taken as a whole, (b) the combined ability of Seller and Guarantor to pay and perform the Obligations, (c) the validity, legality, binding effect or enforceability of any Program Document or security interest granted hereunder or thereunder, (d) the rights and remedies of Buyer under any Program Document, or (e) the perfection or priority of any Lien granted under any Program Document.

"Maximum Aggregate Purchase Price": An uncommitted amount equal to US$250,000,000.

"Mortgage": A mortgage, deed of trust, or other security instrument, securing a Mortgage Note.

"Mortgage File": As defined in the Custodial Agreement.

"Mortgage Loan": Any fixed-rate or adjustable-rate one- to four-family residential mortgage loan or line of credit that is current (including modified loans), delinquent, and/or in the process of foreclosure.

"Mortgage Loan Schedule": With respect to any Transaction as of any date, a mortgage loan schedule in the form of Exhibit B attached hereto.

"Mortgage Note": A promissory note or other evidence of indebtedness of the obligor thereunder, evidencing a Mortgage Loan, and secured by the Mortgage.

"Mortgaged Property": The real property (or leasehold estate, if applicable) securing repayment of the debt evidenced by a Mortgage Note.

"Non-Performing Loan": With respect to any date of determination, a Mortgage Loan that (i) has been originated prior to January 10, 2014 and (ii) for which any scheduled monthly payment due thereon is more than ninety (90) days contractually delinquent (using the MBA methodology).

"Obligations": All obligations of Seller to pay the Repurchase Price on the Repurchase Date and all other obligations and liabilities of Seller to Buyer arising under the Program Documents, whether now existing or hereafter arising, and all interest and fees that accrue thereunder after the commencement by or against Seller of any Insolvency Proceeding naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding (in each case, whether due or accrued).

"Participation Agent": Wells Fargo Bank, N.A.

"Participation Agreement": Participation Agreement, dated as of December 21, 2018, by and among the Program Manager, the Legal Title Trustee, the Depositor and the Participation Agent, as the same may be amended, modified or supplemented from time to time.

"Pass-Through Trust": (i) BCAT 2018-20PT, which was formed pursuant to the BCAT 2018-20PT Pass- Through Trust Agreement, (ii) BCAT 2019-RPL20PT, which was formed pursuant to the BCAT 2019-RPL20PT Pass-Through Trust Agreement, (iii) any other trust formed pursuant to a Pass-Through Trust Agreement and to which a Participation Interest (as defined in the Participation Agreement) is issued pursuant to the Participation Agreement and any participation supplement thereto or (iv) all of them, as the context may require.

"Pass-Through Trust Agreement": (i) The BCAT 2018-20PT Pass-Through Trust Agreement, (ii) the BCAT 2019-RPL20PT Pass-Through Trust Agreement, (iii) any other trust agreement by and among the Program Manager, the Depositor, the Trustee and the Securities Administrator, as amended, restated, supplemented or otherwise modified from time to time, pursuant to which a Pass-Through Trust is formed after the date of this Annex or (iv) all of them, as the context may require.

"Payment Date": With respect to the initial Payment Date, March 25, 2019 and with respect to each Payment Date following the initial Payment Date, the 25th day of each calendar month (or the next succeeding Business Day if the 25th is not a Business Day), commencing with April 25, 2019.

"Permitted Liens": Any of the following as to which no enforcement, collection, execution, levy or foreclosure proceeding has been commenced: (a) Liens for state, municipal, local or other local taxes not yet due and payable, (b) Liens imposed by Requirements of Law, such as materialmen's, mechanics', carriers', workmen's, repairmen's and similar Liens, arising in the ordinary course of business securing obligations that are not overdue for more than thirty (30) days, and (c) Liens granted pursuant to or by the Program Documents.

"Person": An individual, corporation, limited liability company, business trust, partnership, trust, unincorporated organization, joint stock company, sole proprietorship, joint venture, Governmental Authority or any other form of entity.

"Pricing Margin": An amount equal to 3.50%.

"Pricing Period": For any Purchased Security, (a) in the case of the first Payment Date, the period from the Purchase Date for such Purchased Security to but excluding such Payment Date, and (b) in the case of any subsequent Payment Date, the one-month period commencing on and including the prior Payment Date and ending on but excluding such Payment Date; provided that no Pricing Period for a Purchased Security shall end after the Repurchase Date for such Purchased Security.

"Pricing Rate": For any Pricing Period, an amount equal to the sum of LIBOR for such Pricing Period plus the applicable Pricing Margin; provided that, during the continuance of any Event of Default, the Pricing Rate shall be the Default Rate.

"Product Type": A 24+ Re-Performing Loan, a 12+ Re-Performing Loan, a <12 Re-Performing Loan, a Sub- Performing Loan, a Non-Performing Loan, a Second Lien Re-Performing Loan, a Second Lien Non-Performing Loan, a First Lien Vacant Land Loan and REO Property, as applicable.

"Program Documents": Collectively, this Agreement, the Guaranty, all Confirmations, the Trust Certificate, the Trust Agreement, the Custodial Agreement, the Servicing Agreement, the Interim Servicing Agreement, the Legal Title Trust Agreement, any Pass-Through Trust Agreement, the Participation Agreement and any participation supplements thereto, all UCC financing statements, amendments and continuation statements filed pursuant to any other Program Document, and all additional documents, certificates, agreements entered into in connection with this Agreement or any other Program Document.

"Program Manager": Red Creek Asset Management LLC.

"Property": Any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.

"Purchase Price": In respect of any Purchased Security, (a) as of the Purchase Date set forth in a Confirmation, the United States dollar amount set forth in a Confirmation and (b) as of any date of determination after the Purchase Date set forth in the Confirmation, the United States dollar amount mutually agreed to by Buyer and Seller on a monthly basis; which, in either case, shall be the sum of the product of (a) the Fair Market Value of each Eligible Underlying Asset held by the Legal Title Trust as of such date of determination as reflected in the Mortgage Loan Schedule delivered by Seller and agreed to Buyer prior to such date of determination and (b) the Underlying Asset Purchase Price Percentage with respect to each such Eligible Underlying Asset. The Purchase Price of any Purchased Security will be (1) increased by any additional advance of funds made by Buyer to Seller attributable to any Underlying Assets and (2) decreased by any funds to be applied to reduce a Margin Deficit in accordance with Paragraph 4(a) of the Agreement. In no event shall the aggregate Purchase Price of the relevant Purchased Securities exceed the Maximum Aggregate Purchase Price.

"Purchased Securities": Any Trust Certificate subject to a Transaction under the Agreement.

"Re-Performing Loan": A Mortgage Loan that has been originated prior to January 10, 2014 and is not a Non-Performing Loan.

"Records": All instruments, agreements and other books, records, and reports and data generated by other media for the storage of information maintained by Seller or any Servicer with respect to the Underlying Assets.

"REO Property": A residential real property including land and improvements, together with all buildings, fixtures and attachments thereto, all insurance proceeds, liquidation proceeds, condemnation proceeds, and all other rights, benefits, proceeds and obligations arising from or in connection therewith by Servicer in the name of the Legal Title Trust, or such other entity as may be required pursuant to contractual or regulatory requirements, as a result of the foreclosure, deed in lieu, or other liquidation.

"Repurchase Price": For any Purchased Security as of any date, an amount equal to the sum of (a) the outstanding Purchase Price for such Purchased Security as of such date, (b) the accrued and unpaid Price Differential for such Purchased Security as of such date and (c) all other amounts due and payable with respect to such Purchased Security under this Agreement or any other Program Document as of such date of determination (including, without limitation, accrued, invoiced and unpaid fees and expenses due hereunder), as such amount is reduced by (d) the amount of any Margin Deficit or any funds received by Buyer to cure any Margin Deficit pursuant to Paragraph 4 of the Agreement and applied to the Purchase Price of such Purchased Security.

"Requirements of Law": As to any Person, any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"Responsible Officer": With respect to any Person, the chief executive officer, the chief financial officer, the chief accounting officer, the treasurer or the chief operating officer of such Person or such other officer designated as an authorized signatory in such Person's Governing Documents.

"Second Lien Loan": A Second Lien Re-Performing Loan or a Second Lien Non-Performing Loan.

"Second Lien Re-Performing Loan": With respect to any date of determination, a Re-Performing Loan that has a second priority Lien Position.

"Second Lien Non-Performing Loan": With respect to any date of determination, a Non-Performing Loan that has a second priority Lien Position.

"Securities Administrator": Wells Fargo Bank, N.A.

"Seller": AG MIT, LLC.

"Servicer": Fay Servicing, LLC, NewRez LLC d/b/a Shellpoint Mortgage Servicing, Rushmore Loan Management Services LLC, Selene Finance LP or any other servicer approved in writing by Buyer in its reasonable discretion, together with their respective permitted successors and assigns.

"Servicing Agreement": (i) That certain Servicing Agreement, dated as of December 21, 2018, by and among Fay Servicing, LLC, the Program Manager and the Legal Title Trust, as the same may be amended, modified or supplemented from time to time, (ii) that certain Flow Servicing Agreement, dated as of December 19, 2019, by and among Selene Finance LP, the Program Manager and the Legal Title Trust, as the same may be amended, modified or supplemented from time to time, (iii) that certain Servicing Agreement, to be dated as of May 28, 2020, by and among NewRez LLC d/b/a Shellpoint Mortgage Servicing, the Program Administrator and the Legal Title Trust, (iv) that certain Flow Servicing Agreement, to be dated May 28, 2020, by and between Rushmore Loan Management Services LLC and the Trustee, not in its individual capacity but solely as trustee of the Legal Title Trust or (v) any other servicing agreement approved in writing by Buyer in its reasonable discretion.

"Sub-Performing Loan": With respect to any date of determination, a First Lien Re-Performing Loan that is not a 24+ Re-Performing Loan, 12+ Re-Performing Loan, <12 Re-Performing Loan or a Non-Performing Loan

"Subsidiary": With respect to any Person, any corporation, partnership or other entity of which at least a majority of the securities or other ownership interests having by the terms thereof ordinary voting power to elect a majority of the board of directors or other persons performing similar functions of such corporation, partnership or other entity (irrespective of whether or not at the time securities or other ownership interests of any other class or classes of such corporation, partnership or other entity shall have or might have voting power by reason of the happening of any contingency) is at the time directly or indirectly owned or controlled by such Person or one or more Subsidiaries of such Person or by such Person and one or more Subsidiaries of such Person.

"Termination Date": The earlier of (a) May 25, 2021 or (b) any date on which the Termination Date shall otherwise occur in accordance with the Program Documents or Requirements of Law.

"Total Principal Balance": As of any date of determination, the interest bearing principal balance and deferred principal balance of each Underlying Mortgage Loan.

"Trust": GCAT 2018-20 Trust.

"Trust Agreement": The Trust Agreement with respect to the Trust, dated as of December 21, 2018, by and among the Program Manager, the Depositor, the Trustee, the Calculation Agent, and Wells Fargo Bank, N.A., as certificate registrar and paying agent, as amended, restated, supplemented or otherwise modified from time to time.

"Trust Certificate": The meaning assigned to the term Trust Certificate in the Trust Agreement.

"Trustee": Wilmington Savings Fund Society, FSB, as trustee of the Trust, the Legal Title Trust or any Pass- Through Trust, as applicable.

"Underlying Asset Purchase Price Percentage": As applicable to each Product Type, a percentage specified opposite each such Product Type as set forth in Section 4 of this Annex.

"Underlying Assets": The Underlying Mortgage Loans and Underlying REO Properties.

"Underlying Mortgage Loan": The Mortgage Loans indirectly owned by the Trust.

"Underlying REO Properties": The REO Properties indirectly owned by the Trust.

"Underlying Asset Component Purchase Price": With respect to each Underlying Asset, an amount equal to the product of (i) the Fair Market Value of each such Underlying Asset and (ii) the Underlying Asset Purchase Price Percentage applicable to each such Underlying Asset as provided in Section 4 of this Annex.

"Vacant Land": Undeveloped land upon which no residential dwelling has been erected.

1. Voting Rights. So long as the Purchased Securities are subject to the Agreement, Buyer, as Holder of such Purchased Securities, hereby grants to Seller a revocable license to exercise all voting and direction rights inuring to Holder under the Program Documents; provided, however, that no vote shall be cast or direction right exercised or other action taken which would impair the Purchased Securities, Buyer's rights thereto or thereunder or the Underlying Assets or which would be inconsistent with, or result in a violation of, any provision of the Agreement or the Program Documents. Notwithstanding the foregoing, the license granted by Buyer pursuant to the prior sentence is revocable by Buyer upon the occurrence and during the continuance of an Event of Default. Upon revocation of such license, Buyer shall not cast any vote or exercise any direction right or other action taken which would impair the Purchased Securities, the Underlying Assets or which would be inconsistent with or result in a violation of any provision of the Agreement or the Program Documents; provided, however, that Buyer may direct the sale and liquidation of the Underlying Assets only upon the occurrence and during the continuance of an Event of Default arising under this Agreement.

2. Confirmation. Paragraph 3(b) of the Agreement is hereby amended by deleting the second sentence thereof in its entirely and replacing it with the following:

> The Confirmation shall describe the Purchased Securities (including the original Certificate Principal Balance, the current certificate principal factor, the current Certificate Principal Balance, stated final maturity date and CUSIP number, if any), identify Buyer and Seller and set forth (i) the initial Purchase Date, (ii) the applicable Payment Date, (iii) the Repurchase Date (unless the Transaction is to be terminable on demand), (iv) the Purchase Price, (v) the Default Rate, (vi) the Pricing Margin, (vii) any fees accrued and payable to Buyer in respect of the Facility and (viii) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Purchase Price for the Purchased Securities will be an amount equal to the sum of each Underlying Asset Component Purchase Price.

The "Underlying Asset Purchase Price Percentage" as applicable to each Underlying Asset shall be as follows:

Product Type	Underlying Asset Purchase Price Percentage
24+ Re-Performing Loan	80%
12+ Re-Performing Loan	80%
<12 Re-Performing Loan	80%
Sub-Performing Loan	80%
Non-Performing Loan	72.50%
Second Lien Re-Performing Loan	65%
Second Lien Non-Performing Loan	65%
First Lien Vacant Land	50%
REO Property	72.50%

No later than one Business Day prior to each Payment Date, Buyer will provide to Seller a Confirmation setting forth, as of such Payment Date, updates to (a) the applicable Payment Date, (b) the Purchase Price and (c) any fees accrued and payable to Buyer in respect of the Facility.

1. Margin Maintenance. Paragraph 4(a) of the Agreement is hereby amended by deleting such Paragraph in its entirety and replacing it with the following:

a. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit") and such Margin Deficit exceeds the Margin Threshold, then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

2. Application of Income. Paragraph 5 of the Agreement is hereby amended by adding the following subparagraph at the end of such Paragraph:

Seller to Remain Liable. If the amounts remitted to Buyer as provided in this Paragraph 5 are insufficient to pay all amounts due and payable from Seller to Buyer under this Agreement or any other Program Document on a Payment Date or a Repurchase Date, upon the occurrence of an Event of Default or otherwise, Seller shall nevertheless remain liable for and shall pay to Buyer when due all such amounts.

3. Additional Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under the Agreement and entitle the non-defaulting party to exercise the termination rights under Paragraph 10 of the Agreement:

a. Seller fails to observe or perform in any material respect any Obligation of Seller under the Program Documents, and such failure continues unremedied for thirty (30) calendar days after the earlier of receipt of written notice thereof from Buyer to Seller or the knowledge of such failure by Seller or Program Manager;

b. (i) any provision of the Program Documents, any right or remedy of Buyer or obligation, covenant, agreement or duty of Seller or Guarantor thereunder, ceases to be the legal, valid, binding and enforceable obligation of Seller or Guarantor, or any affiliate thereof that is a party thereto and results in a Material Adverse Effect, (ii) the validity, effectiveness, binding nature or enforceability thereof is contested, challenged, denied or repudiated by Seller, Guarantor or any affiliate thereof that is a party thereto, in each case directly, indirectly, in whole or in part, and the outcome of such

contest, challenge, denial or repudiation would result in a Material Adverse Effect, or (iii) any Lien or security interest granted to Buyer under or in connection with the Program Documents terminates, is declared null and void, ceases to be valid and effective;

a. the Trust ceases for any reason to have a valid ownership interest in (1) the Participation Interests (as defined in the Participation Agreement) or (2) the Beneficial Interest Certificates (as defined in each Pass-Through Trust Agreement);

b. the Seller or the Guarantor is required to register as an "investment company" (as defined in the Investment Company Act), the arrangements contemplated by the Program Documents shall require registration of the Seller or the Guarantor as an "investment company" or the Trust, the Legal Title Trust or any Pass-Through Trust is determined to be a "covered fund" within the meaning of the final regulations issued December 10, 2013, implementing Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, commonly known as the "Volcker Rule";

c. the Interim Servicer, the Servicer, the Participation Agent, the Securities Administrator, the Depositor, or the Trustee fails to deposit the funds required to be deposited pursuant to the terms of the Interim Servicing Agreement, the Servicing Agreement, the Participation Agreement, any Pass- Through Trust Agreement and the Trust Agreement, as applicable, and such amount is not deposited within two (2) Business Days of the applicable Remittance Date (as defined in the Interim Servicing Agreement or the Servicing Agreement, as applicable) Participation Distribution Date (as defined in the Participation Agreement), Distribution Date (as defined in each Pass-Through Trust Agreement) or Payment Date and such party is not replaced with a successor within thirty (30) days of the occurrence of such failure;

d. Guarantor fails to satisfy the covenants set forth in Section 2 of the Guaranty;

e. Guarantor fails to fulfill its obligations under the Guaranty;

f. Guarantor repudiates, revokes or attempts to revoke in writing the guarantee of Guarantor in the Guaranty, in whole or in part; or

g. an Act of Insolvency occurs with respect to Guarantor.

1. Termination.

All outstanding Transactions under the Facility will terminate on the Termination Date, which shall also be a Repurchase Date, at which time, Seller shall repurchase the Purchased Securities at their Repurchase Price by wire transfer of immediately available funds to the account identified by Buyer.

2. Additional Covenants.

a. Vacant Land Sublimit. Seller shall not permit the aggregate Total Principal Balance of the Underlying Assets secured by Liens on Vacant Land to exceed two percent (2%) of the Certificate Principal Balance of the Purchased Securities.

b. Second Lien Loan Sublimit. Seller shall not permit the aggregate Total Principal Balance of the Underlying Assets that are Second Lien Loans to exceed $25,000,000.

c. Notice of Failure to Deposit Funds in Accordance with Program Documents. In the event the Interim Servicer, the Servicer, the Participation Agent, the Securities Administrator, the Depositor, or the Trustee fails to deposit the funds required to be deposited pursuant to the terms of the Interim Servicing Agreement, the Servicing Agreement, the Participation Agreement, any Pass-Through Trust Agreement and the Trust Agreement, as applicable, and such amount is not deposited within two (2) Business Days of the applicable Remittance Date (as defined in the Interim Servicing Agreement or the Servicing Agreement, as applicable) Participation Distribution Date (as defined

in the Participation Agreement), Distribution Date (as defined in each Pass-Through Trust Agreement) or Payment Date, Seller shall provide Buyer written notice of such failure within two
(2) Business Days of the expiration of such grace period.

a. Reports. Seller shall deliver, or cause to be delivered, to Buyer each of the reports delivered by the Interim Servicer, Servicer or Participation Agent pursuant to the Interim Servicing Agreement, Servicing Agreement or Participation Agreement, as applicable, or any other report reasonably requested by the Buyer promptly following the delivery of such report pursuant to the applicable agreement.

1. Exit Fees. Upon the sale or disposition of any Underlying Assets during the Exit Fee Trigger Period for the purpose of entering into an Exit, Seller shall pay Buyer the applicable Exit Fee on the date of such sale or disposition; *provided*, that the Exit Fee shall payable only upon such sale or disposition of an Eligible Underlying Asset for purposes of entering into an Exit with a party that is not an Affiliate of Buyer.

2. Remedies upon an Event of Default. In addition to the remedies provided in Paragraph 11 of the Agreement, upon the occurrence and during the continuance of an Event of Default following notice to Seller, Buyer shall have the right to direct the Trustee to sell and liquidate the Underlying Assets.

3. Conditions Precedent. Buyer shall not be obligated to enter into any Transaction or purchase any Purchased Securities until the following conditions have been satisfied or waived by Buyer, on and as of the Closing Date and the initial Purchase Date:

a. Buyer has received the following documents, each dated the Closing Date or as of the Closing Date unless otherwise specified: (i) each Program Document duly executed and delivered by the parties thereto, (ii) official good standing certificates dated a recent date with respect to Seller and Guarantor from the respective jurisdictions in which they are organized, (iii) certificates of the secretary, an assistant secretary or other authorized person of Seller and Guarantor with respect to attached copies of the Governing Documents and applicable resolutions of Seller, and the incumbencies and signatures of officers of Seller and Guarantor executing the Program Documents to which such Person is a party, evidencing the authority of Seller and Guarantor with respect to the execution, delivery and performance thereof, (iv) such opinions from counsel to Seller and Guarantor as Buyer may reasonably require, including with respect to corporate matters, enforceability, non-contravention, no consents or approvals required other than those that have been obtained, first priority perfected security interests in the Purchased Securities and any other collateral pledged pursuant to the Program Documents, Investment Company Act matters and the applicability of Bankruptcy Code safe harbors, and (v) all other documents, certificates, information, financial statements, reports, approvals and opinions of counsel as Buyer may reasonably require;

b. (i) UCC financing statements have been filed against Seller in each filing office necessary for the perfection of the security interest created hereby, (ii) Buyer has received such searches of UCC filings, tax liens, judgments, pending litigation and other matters relating to Seller, the Purchased Securities and Underlying Assets as Buyer may reasonably require, and (iii) the results of such searches are reasonably satisfactory to Buyer;

c. Buyer has received payment from Seller of all fees and expenses then payable and invoiced under the Program Documents, in each case, to the extent due, payable and invoiced on or before the Closing Date, and, in the case of legal fees and expenses, subject to the Legal Fee Cap; and

d. Buyer has completed to its satisfaction such due diligence and modeling as it may require.

The failure of Seller to satisfy any of the conditions precedent in this Section 12 with respect to any Transaction or the Purchased Security shall, unless such failure was waived in writing by Buyer on or before the Purchase Date, give rise to the right of Buyer at any time to rescind the Transaction, whereupon Seller shall promptly pay to Buyer the Repurchase Price of such Purchased Security.

1. Additional Representations and Warranties. Seller, with respect to itself, Program Manager, Guarantor, Legal Title Trust and the Program Documents, hereby represents and warrants to Buyer as follows:

a. Seller. Seller has been duly organized and validly exists in good standing as a limited liability company of the State of Delaware. Seller (i) has all requisite power, authority, legal right, licenses and franchises, except where the failure to do so would not cause a Material Adverse Effect, (ii) is duly qualified to do business in all jurisdictions necessary, except where the failure to be so qualified would not cause a Material Adverse Effect, and (iii) has been duly authorized by all necessary action, to (W) own, lease and operate its properties and assets, (X) conduct its business as currently conducted, (Y) execute, deliver and perform its obligations under the Program Documents to which it is a party, and (Z) acquire, own, sell, assign, pledge and repurchase the Purchased Securities. Seller's exact legal name is AG MIT, LLC. Seller's location (within the meaning of Article 9 of the UCC) is Delaware. Seller not has changed its name or location within the past twelve (12) months. Seller's tax identification number is 47-5142286. Seller is the sole beneficial owner of the Purchased Securities and an indirect, wholly-owned subsidiary of Guarantor.

b. Program Manager. The Program Manager has been duly organized and validly exists in good standing as a limited liability company of the State of Delaware. The Program Manager (i) has all requisite power, authority, legal right, licenses and franchises, except where the failure to do so would not cause a Material Adverse Effect, (ii) is duly qualified to do business in all jurisdictions necessary, except where the failure to be so qualified would not cause a Material Adverse Effect, and (iii) has been duly authorized by all necessary action, to (W) own, lease and operate its properties and assets, (X) conduct its business as currently conducted and (Y) execute, deliver and perform its obligations under the Program Documents to which it is a party.

c. Legal Title Trust. The Legal Title Trust has been duly organized and validly exists as a common law formed under the laws of the State of New York. The Legal Title Trust (i) has all requisite power, authority, legal right, licenses and franchises, except where the failure to do so would not cause a Material Adverse Effect, (ii) is duly qualified to do business in all jurisdictions necessary, except where the failure to do so qualified would not cause a Material Adverse Effect, and (iii) has been duly authorized by all necessary action, to (W) own, lease and operate its properties and assets,
(X) conduct its business as currently conducted, (Y) execute, deliver and perform its obligations under the Program Documents to which it is a party, and (Z) acquire, own, sell, assign, pledge and repurchase the Purchased Securities.

d. Program Documents. Each Program Document to which Seller is a party has been duly executed and delivered by Seller and, subject to the due execution and delivery by each other party thereto, constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except as such enforceability may be limited by Insolvency Laws and general principles of equity. The execution, delivery and performance by Seller of each Program Document to which it is a party do not and will not (i) conflict with, result in a breach of, or constitute (with or without notice or lapse of time or both) a default under, any (X) Governing Document, Indebtedness or Contractual Obligation applicable to Seller or any of its properties or assets, (Y) Requirements of Law, or (Z) approval, consent, judgment, decree, order or demand of any Governmental Authority, in each case that would result in a Material Adverse Effect, or (ii) result in the creation of any Lien (other than Permitted Liens) on any of the properties or assets of such Seller. All approvals, authorizations, consents, orders, filings, notices or other actions of any Person or Governmental Authority required for the execution, delivery and performance by Seller of the Program Documents to which it is a party and the sale of and grant of a security interest in Purchased Security to Buyer, have been obtained, effected, waived or given (other than any financing statement that has been or will be filed pursuant to the Agreement) and are in full force and effect. The execution, delivery and performance of the Program Documents do not require compliance by Seller with any "bulk sales" or similar law. There is no material litigation, proceeding or investigation pending or, to the knowledge of Seller threatened, against Seller or Guarantor before any Governmental Authority (a) asserting the invalidity of any Program Document, (b) seeking to

prevent the consummation of any Transaction, or (c) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect.

a. Taxes. Seller has filed all required federal income tax returns and all other material tax returns, domestic and foreign, required to be filed by it and has paid all income, franchise and other material taxes (including mortgage recording taxes), assessments, fees, and other governmental charges payable by it, or with respect to any of its properties or assets, which have become due, and except for those taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which appropriate reserves have been established in accordance with GAAP.

b. No Default. No Event of Default exists.

c. Investment Company Act. Neither the Seller nor the Guarantor is required to register under the Investment Company Act. None of the Trust, the Legal Title Trust or any Pass-Through Trust (i) is required to register under the Investment Company Act based upon the exemption provided by Section 3(c)(5)(C) of the Investment Company Act (although other exemptions or exclusions may be applicable), nor (ii) is a "covered fund" within the meaning of the final regulations issued December 10, 2013, implementing Section 619 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, commonly known as the "Volcker Rule".

d. Location of Books and Records. The location where Seller keeps its books and records, including all computer tapes and records relating to the Underlying Assets is its chief executive office.

e. Principal Office; Jurisdiction of Formation. On the Closing Date, each of the principal office, chief executive office, and principal place of business of Seller is located at the applicable address set forth in Schedule I to this Annex. Seller shall provide Buyer with thirty (30) days' advance notice of any change in such Seller's principal office or place of business or jurisdiction. Seller does not have a trade name.

f. Noncontravention. The consummation of the transactions contemplated by the Agreement and the other Program Documents to which Seller is a party is in the ordinary course of business of such Seller and will not conflict with, result in the breach of or violate any provision of the Governing Documents of such Seller or result in the breach of any provision of, or conflict with or constitute a default under or result in the acceleration of any obligation under, any agreement, indenture, loan or credit agreement or other instrument to which such Seller, the Underlying Assets, the Trust Certificates or any of such Seller's Property is or may be subject to, or result in the violation of any material law, rule, regulation, order, judgment or decree to which such Seller, the Underlying Assets or such Seller's Property is subject.

g. Legal Proceeding. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body pending or, to Seller's knowledge, threatened against Seller with respect to which an unfavorable decision, ruling or finding would materially and adversely affect the validity of the Purchased Securities or the validity or enforceability of the Agreement or the other Program Documents or would materially and adversely affect Seller's ability to carry out its obligations to Buyer hereunder.

h. No Consents. No consent, license, approval or authorization from, or registration, filing or declaration with, any Governmental Authority, is required in connection with the execution, delivery and performance by Seller of the Agreement or any other Program Document to which such Seller is a party, other than (i) any that have heretofore been obtained, given or made, (ii) filings to made in connection with the Liens contemplated by the Agreement and the other Program Documents to which such Seller is a party and (iii) any that would not be reasonably likely to have a material adverse effect on Seller's ability to carry out its obligations to Buyer hereunder.

1. Margin Calls. With respect to the Transactions contemplated by this Annex, Margin Notices must be made in writing (which writing may be electronically by e-mail) directly to Seller contact listed in Schedule I to this Annex.

2. Notwithstanding anything in the Agreement or this Annex to the contrary, all notices, demands and other communications referred to in this Annex and in connection with any Transaction, including, without limitation, those made in connection with a margin call or otherwise contemplated by the applicable Confirmation, shall be in writing and sent by email, facsimile, messenger or otherwise to the address specified in Schedule I hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. In the case of any notice, demand or other communication to Seller, such notice, demand or other communication must be addressed to the attention indicated in Schedule I hereto or otherwise to the attention of a Responsible Officer of the such Seller (or to the attention of such individual or individuals as subsequently notified in writing by a Responsible Officer of the such Seller).

3. Counterparts. This Annex may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

4. Construction. Save for the amendments made hereby, the parties agree that the text of the body of the Agreement is intended to conform with Master Repurchase Agreement (September 1996 Version) promulgated by The Bond Market Association and International Securities Market Association and shall be construed accordingly.

5. Amendment and Restatement of Prior Annex; No Novation.

   a. As of the date first written above, the terms and provisions of the Prior Annex as amended and restated shall be and hereby are amended, superseded and restated in their entirety by the terms and provisions of this Annex.

   b. Notwithstanding the amendment and restatement of the Prior Annex by this Annex, any amounts owing to Buyer under the Prior Annex whether on account of Transactions or otherwise which remain outstanding as of the date hereof, shall constitute Obligations owing hereunder. This Annex is given in substitution for the Prior Annex, and not as payment of the obligations of Seller thereunder, and is in no way intended to constitute a novation of the Prior Annex.

   c. Upon the effectiveness of this Annex on the date first written above, unless the context otherwise requires, each reference to the Prior Annex in any of the Program Documents and in each document, instrument or agreement executed and/or delivered in connection therewith shall mean and be a reference to this Annex. Except as expressly modified as of the date hereof, all of the other Program Documents shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Annex to be executed by their respective officers, thereunto duly authorized, as of the date first above written.

BARCLAYS BANK PLC,
By: /s/ Grace Park Name: Grace Park Title: Director

AG MIT, LLC By: AG Mortgage Investment Trust, its sold member By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: General Counsel

Exhibit 10.56

Master Repurchase Agreement

September 1996 Version

Dated as of: December 19, 2018

Between: Barclays Bank PLC

And: AG MIT, LLC

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

(c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

(e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;

(f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

(g) “Margin Deficit”, the meaning specified in Paragraph 4(a) hereof;

a. “Margin Excess”, the meaning specified in Paragraph 4(b) hereof;

b. “Margin Notice Deadline”, the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

c. “Market Value”, with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

d. “Price Differential”, with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

e. “Pricing Rate”, the per annum percentage rate for determination of the Price Differential;

f. “Prime Rate”, the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

g. “Purchase Date”, the date on which Purchased Securities are to be transferred by Seller to Buyer;

h. “Purchase Price”, (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller’s obligations under clause (ii) of Paragraph 5 hereof;

i. “Purchased Securities”, the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefore in accordance with Paragraph 9 hereof. The term “Purchased Securities” with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

j. “Repurchase Date”, the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

k. “Repurchase Price”, the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

l. “Seller’s Margin Amount”, with respect to any Transaction as of any date, the amount obtained by application of the Seller’s Margin Percentage to the Repurchase Price for such Transaction as of such date;

m. “Seller’s Margin Percentage”, with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer’s Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

1. Initiation; Confirmation; Termination

(a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

(b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a “Confirmation”). The

Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the

Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

a. In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

1. Margin Maintenance

(a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

(b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

(c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

(d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

(e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

(f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

2. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

1. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

2. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

3. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. ß403.4(e) if Seller is a government securities broker or dealer other than a financial institution.

** Language to be used under 17 C.F.R. ß403.5(d) if Seller is a financial institution.

1. Substitution

(a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

(b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

2. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

3. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer,
(vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

(a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately cancelled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting

party’s obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefore on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall

thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

a. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

b. If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph
i. of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

(i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

(ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefore on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefore in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

c. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

d. For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.

e. The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default,
(ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

f. To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party

becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

a. The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

1. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

2. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

3. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

4. Non-assignability; Termination

(a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

(b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

5. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

1. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

2. Use of Employee Plan Assets

(a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

(c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

3. Intent

(a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

4. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

i. in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

(b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Barclays Bank PLC

By: /s/ George Van Schaick
Name: George Van Schaick
Title: Managing Director

AG MIT, LLC
By: AG Mortgage Investment Trust. Inc., its sole member

By: Name: Raul E. Moreno
Title: General Counsel

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

(b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

Barclays Bank PLC **AG MIT, LLC**
By; AG Mortgage Investment Trust, Inc., its sole member

By: By: /s/ Raul E. Moreno
Name: Name: Raul E. Moreno
Title: Title: General Counsel

9 D[})eptember 1996 OOvf aster Repurchase Agreement

Annex I

Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of December 19, 2018 (the "Agreement") between **Barclays Bank PLC ("BBPLC")** and **AG MIT, LLC** ("**Counterparty**"). Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

i. Other Applicable Annexes. In addition to this Annex I and Annex II, the following Annexes and any Schedules thereto shall form a part of this Agreement and shall be applicable thereunder:

Schedule I.A (Investment Advisers)
Annex I.A (Additional Supplemental Terms and Conditions) Annex III (International Transactions)
Schedule III.A (International Transactions Relating to [Relevant Country]) Annex V (Margin for Forward Transactions)
Annex VI (Buy/Sell Back Transactions)

ii. Inconsistency. In the event of any inconsistency between the terms of the Agreement and this Annex, this Annex shall govern.

iii. Definitions. Paragraph 2 of the Agreement is hereby amended to add the following definitions and, in any case where the definition already exists in Paragraph 2, the definition is deleted in Paragraph 2 its entirety and replaced with the following:

"Affiliate", with respect to BBPLC, means another entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with such party. For purposes of this definition, the term "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract or otherwise. Without limiting the generality of the foregoing, an entity shall be deemed to be controlled by another entity if such other entity possesses, directly or indirectly, the power to elect a majority of the board of directors or equivalent body of the first entity; "Affiliate", with respect to Counterparty, means no entity other than Counterparty.

"Business Day" or "business day" with respect to any Transaction (other than an International Transaction) hereunder, a day on which regular trading may occur in the principal market for the Purchased Securities subject to such Transactions, which includes shortened trading days, days on which trades are permitted to occur but do not in fact occur and days on which the Purchased Securities are subject to percentage of movement or volume limitations, provided however, that for purposes of calculating Market Value, such term shall mean a day on which regular trading may occur in the principal market for the assets the value of which is being determined. Notwithstanding the foregoing, (i) for purposes of Paragraph 4 of the Agreement, "business day" shall mean any day on which regular trading may occur in the principal market for any Purchased Securities or for any assets constituting Additional Purchased Securities under any outstanding Transaction hereunder and "next business day" shall mean the next day on which a transfer of Additional Purchased Securities may be effected in accordance with Paragraph 7 of the Agreement, and (ii) in no event shall Saturday or Sunday be considered a business day;

"Calculation Agent" shall mean BBPLC;

"FATCA", Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future

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regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any intergovernmental agreement between the United States and any other jurisdiction facilitating the implementation thereof (or any law implementing such an intergovernmental agreement).

"Liquid Securities" means (i) Securities issued by the United States of America, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Home Loan Bank or the Federal Farm Credit Bank, or (ii) fixed or adjustable-rate mortgage passthroughs issued by the United States of America, the Federal National Mortgage Association, the Federal Home Mortgage Corporation or the Government National Mortgage Association;

"Margin Notice Deadline" means 10:00 A.M. (New York time), unless otherwise agreed to between the parties with respect to any Transaction; and

"Market Value" means, (i) with respect to any Securities, except for Liquid Securities, as of any date, the price for such Securities on such date as reasonably determined by the Calculation Agent in its sole, discretion, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligation of Seller pursuant to Paragraph 5 of the Agreement) as of such date and (ii) with respect to Liquid Securities as of any date, the price for such Liquid Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of Seller pursuant to Paragraph 5 of the Agreement) as of such date (unless contrary to market practice for such Liquid Securities.

i. Confirmations.

1. The first sentence of Paragraph 3(b) of the Agreement is amended by inserting at the end thereof, "and for purposes of this Agreement, "written confirmation" shall include confirmation sent by facsimile, telex, electronic messaging system or other means agreed between the parties."
2. Any Confirmation sent with respect to a Transaction will be binding on the party who did not prepare the Confirmation unless that party specifically objects, in writing, within three business days of the receipt thereof. For the avoidance of doubt, failure by the parties to confirm any Transaction in writing will not affect the validity of that Transaction.
3. Confirmations, for the purposes of this Agreement, will be prepared by BBPLC.

ii. Additional Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default under the Agreement and entitle the non-defaulting party to exercise the termination rights under Paragraph 11 of the Agreement:

1. if either party shall have been suspended or expelled from membership or participation in any national securities exchange, registered national securities association or registered clearing agency of which it is a member or any other self-regulatory organization to whose rules it is subject or if it is suspended from dealing in securities by any federal or state government agency thereof; or
2. if either party shall have its license, charter, or other authorization necessary to conduct a material portion of its business withdrawn, suspended or revoked by any applicable federal or state government or agency thereof; or
3. an event of default or its equivalent, including any Additional Termination Event (as defined in any ISDA Master Agreement), shall have occurred, under any ISDA Master Agreement between the parties or any ISDA Master Agreement or any related guarantee thereof between AG MIT, LLC ("X") and one of the other party's Affiliates where X is the defaulting party and such event of default or its equivalent, including any Additional Termination Event, shall have continued, in each case, beyond any grace or notice period provided in such agreement and, in each case, shall have resulted in such non-defaulting party's right to accelerate the defaulting party's obligations pursuant to the terms of such agreement.

i. Default Rights.

1. In addition to any rights of set-off a party may have as a matter of law or otherwise, upon the occurrence of an Event of Default with respect to a party hereto ("X"), the other party ("Y") shall have the right (but shall not be obligated) without prior notice to X or any other person to set off any obligations of X owing to Y or any Affiliate of Y (whether or not arising under this Agreement, whether or not matured and whether or not contingent) against any obligations of Y or any Affiliate of Y owing to X (whether or not arising under this Agreement, whether or not matured and whether or not contingent). Y will give notice to X of any set-off effected under this Section 6; provided, however, that failure to give any such notice will not limit the validity or effectiveness of any such set- off.

2. Nothing in this Section 6 will have the effect of creating a charge or other security. This Section 6 shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other rights to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

ii. Purchase Price Maintenance.

1. The parties agree that in any Transaction hereunder whose term extends over an Income payment date for the Securities subject to such Transaction, Buyer shall on the date such Income is paid transfer to or credit to the account of Seller an amount equal to such Income payment or payments pursuant to Paragraph 5(i) and shall not apply the Income payment or payments to reduce the amount to be transferred to Buyer or Seller upon termination of the Transaction pursuant to Paragraph 5(ii) of the Agreement.

2. Unless otherwise expressly agreed by the parties hereto, notwithstanding the definition of Purchase Price in Paragraph 2 of the Agreement and the provisions of Paragraph 4 of the Agreement, the parties agree (i) that the Purchase Price will not be increased or decreased by the amount of any cash transferred by one party to the other pursuant to Paragraph 4 of the Agreement and (ii) that transfer of such cash shall be treated as if it constituted a transfer of Securities (with a Market Value equal to the U.S. dollar amount of such cash) pursuant to Paragraph 4(a) or (b) of the Agreement, as the case may be (including for purposes of the definition of "Additional Purchased Securities").

iii. Mini Close-Out.

1. Notwithstanding clauses (i) and (ii) of the introductory paragraph of Paragraph 11 of the Agreement, if Seller fails to deliver Purchased Securities to Buyer on the applicable Purchase Date or Buyer fails to deliver Purchased Securities to Seller on the applicable Repurchase Date, the non-defaulting party may, at its option, terminate the relevant Transaction (but only such Transaction) and execute a buy-in (including a deemed buy-in) of such securities, and an Event of Default shall not be deemed to occur by reason of such event unless and until the defaulting party either (x) fails to repay any Purchase Price or Repurchase Price which had been previously paid by the non-defaulting party with respect to such non-delivered Purchased Security, as the case may be, or (y) fails to reimburse the non-defaulting party for the purchase price of the replacement securities, including brokers fees and commissions and all other reasonable costs, fees and expenses related to such purchase (the "Buy-in Price").

2. Any payment due of the Purchase Price, the Repurchase Price or the Buy-in Price pursuant to the preceding paragraph 8(a) shall be due and payable after notice from the party entitled to receive such payment within the time period specified in Paragraph 4(c) of the Agreement, as amended by this Annex.

iv. Termination of Transactions. Notwithstanding the provisions of Paragraph 3(c) of the Agreement, in the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller by telephone, by email or otherwise in accordance with the Agreement no later than 10:00 a.m. New York City time on a Business Day if termination is to occur on that Business Day.

v. Pledge as Security. Any pledge to Buyer under Paragraph 6 of the Agreement shall be deemed to have been granted as of the Purchase Date.

i. Additional Representations and Warranties. Each party represents and warrants to the other that, in its capacity as Seller delivering Purchased Securities to the Buyer, and in its capacity as Buyer redelivering identical securities, under any Transaction, such party has the unqualified right to sell, transfer, assign and pledge such Securities; and all such Securities, upon delivery to the other party (or its custodian, as the case may be) will be free and clear of any lien, security interest, charge, encumbrance or other adverse claim, except such as may exist in favor of the other party. Each party shall be deemed to have made the foregoing representations and warranties as of each such delivery or redelivery, as the case may be.

ii. No Reliance. In addition to the representations and warranties set forth in Paragraph 10 of the Agreement, each party hereby makes the following representations and warranties in connection with the Agreement and each Transaction thereunder, which shall continue during the term of any such Transaction:

1. unless there is a written agreement with the other party to the contrary, it is not relying on any advice (whether written or oral) of the other party, other than the representations expressly set out in the Agreement and this Annex I;
2. it has made and will make its own decisions regarding the entering into of any Transaction based upon its own judgment and upon advice from such professional advisers as it has deemed it necessary to consult; and
3. it understands the terms, conditions and risks of each Transaction and is willing to assume (financially and otherwise) those risks.

iii. Submission to Jurisdiction and Waiver of Trial by Jury. Each party irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of any United States Federal or New York State court sitting in Manhattan, and any appellate court from any such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under the Agreement or relating in any way to the Agreement or any Transaction under the Agreement, (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile and (iii) waives any and all right to trial by jury in any legal proceeding arising out of or relating to the Agreement or any Transaction hereunder.

iv. Waiver of Immunity. To the extent that either party has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from setoff or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, such party hereby irrevocably waives and agrees not to plead or claim such immunity in respect of any action brought to enforce its obligations under the Agreement or relating in any way to the Agreement or any Transaction under the Agreement.

v. Recording. The parties agree that each may electronically record all telephone conversations between them and that any such recordings may be submitted in evidence in any legal proceedings for the purpose of establishing any matters relating to this Agreement or any Transactions hereunder.

vi. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

vii. Existing Transactions. All Transactions entered into between the parties hereto prior to the date of the Agreement which are outstanding at the date of the Agreement are hereby deemed to have been entered into pursuant to the Agreement and are governed by its terms.

viii. Construction. Save for the amendments made hereby, the parties agree that the text of the body of the Agreement is intended to conform with the Master Repurchase Agreement dated September 1996 promulgated by The Bond Market Association and shall be construed accordingly.

ix. Margin Maintenance. Paragraph 4(c) of the Agreement shall be replaced as follows:

If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than 3:00 p.m. New York time on the business day following such notice. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than by 3:00 p.m. New York time on the second business day following such notice.

i. Contractual Recognition of Bail-in.

1. Each party acknowledges and accepts that liabilities arising under this agreement (other than Excluded Liabilities) may be subject to the exercise of the UK Bail-in Power by the relevant resolution authority and acknowledges and accepts to be bound by any Bail-in Action and the effects thereof (including any variation, modification and/or amendment to the terms of this agreement as may be necessary to give effect to any such Bail-in Action), which if the Bail-in Termination Amount is payable by BBPLC to the Counterparty may include, without limitation:

   a. a reduction, in full or in part, of the Bail-in Termination Amount; and/or

   b. a conversion of all, or a portion of, the Bail-in Termination Amount into shares or other instruments of ownership, in which case the Counterparty acknowledges and accepts that any such shares or other instruments of ownership may be issued to or conferred upon it as a result of the Bail-in Action.

2. Each party acknowledges and accepts that this provision is exhaustive on the matters described herein to the exclusion of any other agreements, arrangements or understanding between the parties relating to the subject matter of this agreement and that no further notice shall be required between the parties pursuant to the agreement in to order to give effect to the matters described herein.

3. The acknowledgements and acceptances contained in paragraphs (a) and (b) above will not apply if:

   a. the relevant resolution authority determines that the liabilities arising under this agreement may be subject to the exercise of the UK Bail-in Power pursuant to the law of the third country governing such liabilities or a binding agreement concluded with such third country and in either case the UK Regulations have been amended to reflect such determination; and/or

   b. the UK Regulations have been repealed or amended in such a way as to remove the requirement for the acknowledgements and acceptances contained in paragraphs (a) and (b).

For purposes of this paragraph:

"**Bail-in Action**" means the exercise of the UK Bail-in Power by the relevant resolution authority in respect of all transactions (or all transactions relating to one or more netting sets, as applicable) under this agreement.

"**Bail-in Termination Amount**" means the early termination amount or early termination amounts (howsoever described), together with any accrued but unpaid interest thereon, in respect of all transactions (or all transactions relating to one or more netting sets, as applicable) under this agreement (before, for the avoidance of doubt, any such amount is written down or converted by the relevant resolution authority).

"**BRRD**" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"**Excluded Liabilities**" means liabilities excluded from the scope of the contractual recognition of bail-in requirement pursuant to the UK Regulations.

"**UK Bail-in Power**" means any write-down or conversion power existing from time to time (including, without limitation, any power to amend or alter the maturity of eligible liabilities of an institution under resolution or amend the amount of interest payable under such eligible liabilities or the date on which interest becomes payable, including by suspending payment for a temporary period) under, and exercised in compliance with, any laws, regulations, rules or requirements (together, the "**UK Regulations**") in effect in the United Kingdom relating to the transposition of the BRRD as amended from time to time, including but not limited to, the Banking Act 2009 as amended from time to time, and the instruments, rules and standards created thereunder, pursuant to which the obligations of a regulated entity (or other affiliate of a

regulated entity) can be reduced (including to zero), cancelled or converted into shares, other securities, or other obligations of such regulated entity or any other person.

A reference to a "**regulated entity**" is to any BRRD Undertaking as such term is defined under the PRA Rulebook promulgated by the United Kingdom Prudential Regulation Authority or to any person falling within IFPRU 11.6, of the FCA Handbook promulgated by the United Kingdom Financial Conduct Authority, both as amended from time to time, which includes, certain credit institutions, investment firms, and certain of their parent or holding companies.

i. Contractual recognition of UK stay in resolution Where a resolution measure is taken in relation to any BRRD undertaking or any member of the same group as that BRRD undertaking and that BRRD undertaking or any member of the same group as that BRRD undertaking is a party to this Agreement (any such party to this Agreement being an "**Affected Party**"), each other party to this Agreement agrees that it shall only be entitled to exercise any termination rights under or rights to enforce a security interest in connection with this Agreement against the Affected Party to the extent that it would be entitled to do so under the Special Resolution Regime if this Agreement were governed by the laws of any part of the United Kingdom.

For the purpose of this Clause, "**resolution measure**" means a 'crisis prevention measure', 'crisis management measure' or 'recognised third-country resolution action', each with the meaning given in the "PRA Rulebook: CRR Firms and Non-Authorised Persons: Stay in Resolution Instrument 2015", as may be amended from time to time (the "**PRA Contractual Stay Rules**"), provided, however, that 'crisis prevention measure' shall be interpreted in the manner outlined in Rule 2.3 of the PRA Contractual Stay Rules; "**BRRD undertaking**", "**group**", "**Special Resolution Regime**" and "**termination right**" have the respective meanings given in the PRA Contractual Stay Rules.

The terms of the ISDA UK (PRA Rule) Jurisdictional Module and the ISDA Resolution Stay Jurisdictional Modular Protocol (together, the "**UK Module**") are incorporated into and form part of this Agreement, and, for purposes thereof: (a) this Agreement shall be deemed a Covered Agreement, (b) Counterparty shall be deemed a Module Adhering Party and (c) Barclays Bank PLC be deemed a Regulated Entity Counterparty with respect to Counterparty. In the event of any inconsistencies between this Agreement and the UK Module, the UK Module will prevail.

ii. Notice Regarding Client Money Rules. BBPLC, as a CRD credit institution (as such term is defined in the rules of the FCA), holds all money received and held by it hereunder as banker and not as trustee. Accordingly, money that is received and held by BBPLC from you will not be held in accordance with the provisions of the FCA's Client Asset Sourcebook relating to client money (the "**Client Money Rules**") and will not be subject to the statutory trust provided for under the Client Money Rules. In particular, BBPLC shall not segregate money received by it from Counterparty from BBPLC money and BBPLC shall not be liable to account to Counterparty for any profits made by BBPLC use as banker of such cash and upon failure of BBPLC, the client money distribution rules within the Client Asset Sourcebook (the "**Client Money Distribution Rules**") will not apply to these sums and so Counterparty will not be entitled to share in any distribution under the Client Money Distribution Rules. Paragraph 8 "Segregation of Purchased Securities" of the Agreement is deleted in its entirety.

iii. Barclays Capital Inc. as Agent for BBPLC. Each of BBPLC and Counterparty acknowledges and agrees that Barclays Capital Inc. ("the Agent") (i) is acting as agent for BBPLC (within the meaning of Securities and Exchange Act Rule 15a-6) under certain Transactions pursuant to instructions from such party, (ii) the Agent is not a principal or party to such Transactions, and may transfer its rights and obligations with respect to such Transactions, (iii) the Agent shall have no responsibility, obligation or liability to either party in respect of the relevant Transactions, (iv) BBPLC and the Agent have not given, and Counterparty is not relying (for purposes of making any investment decision or otherwise) upon, any statements, opinions or representations (whether written or oral) of BBPLC or the Agent, other than the representations expressly set forth in this Agreement, and (v) each party agrees to proceed solely against the other party, and not the Agent, to collect or recover any money or securities owed to it in connection with such Transactions. Counterparty acknowledges that the Agent is an affiliate of BBPLC.

iv. Amendment to Annex III (International Transactions)

1. Subparagraph 5 (iv) of Annex III is hereby deleted and replaced with the following:

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a.) (iv) ıotwithstanding subparagraph (b) (i) of this Paragraph, no addit ional amounts shall be pa)able by Payor to Payee in respect of an I nternational Transaction to the extent that such add itional amounts are payable as a result of (i) a fail ure by Payee to comply with its obl igations under subparagraph **(b)** (ii) or (b) (ii i) of this Paragraph with respect to such I nternati ona l Transaction or (ii) any withholdin g taxes imposed under FATCA.

25. Process Agent: For the purposes of Paragraph 16 of this Agreement, Counterparty appoi nts Angelo, Gordon Europe LLP as its agent for the service of process:

I N W I T ESS WH EREOF, the parties have caused this Annex I to be executed by thei r respective officers. thereun to d uly authorized , as of the date first above written.

Barclays Bank PLC

By: /s/ George Van Schaick
Name: George Van Schaick
Title: Managing Director
AG MIT, LLC
By: AG Mortgage Investment Trust. Inc., its sole member

By:
Name: Raul E. Moreno
Title: General Counsel

(i) (iv) Notwithstanding subparagraph (b) (i) of this Paragraph, no additional amounts shall be payable by Payor to Payee in respect of an International Transaction to the extent that such additional amounts are payable as a result of (i) a failure by Payee to comply with its obligations under subparagraph (b) (ii) or (b) (iii) of this Paragraph with respect to such International Transaction or (ii) any withholding taxes imposed under FATCA.

25. Process Agent: For the purposes of Paragraph 16 of this Agreement, Counterparty appoints Angelo, Gordon Europe LLP as its agent for the service of process;

IN WITNESS WHEREOF, the parties have caused this Annex I to be executed by their respective officers, thereunto duly authorized, as of the date first above written.

Barclays Bank PLC **AG MIT, LLC**
By: AG Mortgage Investment Trust, Inc. its sole member

By: By: /s/ Raul E. Moreno
Name: Name: Raul E. Moreno
Title: Title: General Counsel

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Exhibit 10.43

REINSTATEMENT AGREEMENT

THIS REINSTATEMENT AGREEMENT, dated as of June 10, 2020 (this "Agreement"), by and among AG Mortgage Investment Trust, Inc. and AG MIT CREL II, LLC, jointly and severally (each, a "Seller Entity," and collectively, the "Companies"), and JPMorgan Chase Bank, National Association (the "Counterparty"), recites and provides as follows:

RECITALS

A. The Companies are party to the Master Repurchase Agreement, dated as of August 10, 2018, as amended, between AG MIT CREL II, LLC and the Counterparty and other related agreements with the Counterparty (the "Agreements").

B. The Companies acknowledge and agree that on or prior to the date hereof (the "Effective Date") various defaults and/or events of default may have existed under the terms of the Agreements, including without limitation, on account of (i) the failure by one or more Seller Entities to make certain payments to the Counterparty under the Agreements related to margin calls, requests for payments, other payment provisions, financial covenants, or termination provisions, (ii) the failure by one or more Seller Entities to deliver certain notices to the Counterparty, and/or (iii) cross-default provisions under the Agreements (collectively, the "Effective Date Events of Default").

C. The Companies have requested that the Counterparty waive any and all rights and remedies under the Agreements or applicable law relating to any or all of the Effective Date Events of Default.

D. The Counterparty has agreed to waive its rights and remedies with respect to the Effective Date Events of Default on the terms and subject to the conditions set forth in this Agreement.

E. Certain capitalized terms in this Agreement are defined in Section 12.

AGREEMENT

NOW, THEREFORE, for and in consideration of the promises, mutual covenants, releases, and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Effective Date Events of Default**. Effective as of the Effective Date, the Counterparty hereby irrevocably, absolutely, and permanently waives the Effective Date Events of Default arising under the Agreements and any and all rights and remedies arising as a result of such Effective Date Events of Default.

2. **Reinstatement**. As of the Effective Date, the Counterparty hereby reinstates the Agreements on its individual terms except as overridden by Section 3 hereof.

3. **Override**. The Counterparty and each of the Companies hereby agree that as of the Effective Date, any and all financial covenants and related definitions in the Agreements are hereby overridden and replaced with the following:

(a) Liquidity. AG Mortgage Investment Trust, Inc. shall maintain at all times minimum Liquidity of not less than five million dollars ($5,000,000), of which at least two million five hundred thousand dollars ($2,500,000) of such amount shall consist of cash.

(b) Leverage. As of the last day of each calendar quarter, the ratio of (A) Recourse Indebtedness to (B) Stockholder's Equity shall not be greater than 3:1.

(c) Minimum Equity. As of the last day of each calendar quarter, AG Mortgage Investment Trust, Inc. shall not permit its Stockholder's Equity to be less than one hundred million dollars ($100,000,000) plus fifty percent (50%) of the net proceeds of any equity capital raised by AG Mortgage Investment Trust, Inc. after June 1, 2020.

(d) Quarterly Equity Lookback. With respect to (i) the fiscal quarter ended June 30, 2020, the Stockholder's Equity of AG MIT shall not decline by thirty percent (30%) or more from the Stockholder's Equity of AG MIT as of April 30, 2020 and (ii) the fiscal quarter ended September 30, 2020 and each fiscal quarter thereafter, the Stockholder's Equity of AG MIT shall not decline by thirty percent (30%) or more from the Stockholder's Equity of AG MIT as of the preceding fiscal quarter end.

(e) Annual Equity Lookback. With respect to (i) the fiscal quarter ending on March 31, 2021, the Stockholder's Equity of AG Mortgage Investment Trust, Inc. shall not decline by forty percent (40%) or more from the Stockholder's Equity of AG Mortgage Investment Trust, Inc. as of April 30, 2020, and (ii) the fiscal quarter ending on June 30, 2021, and each fiscal quarter thereafter, the Stockholder's Equity of AG Mortgage Investment Trust, Inc. shall not decline by forty percent (40%) or more from the Stockholder's Equity of AG Mortgage Investment Trust, Inc. as of the end of the same fiscal quarter in the previous fiscal year.

4. **Interest Rate**. As of the Effective Date, notwithstanding any term in the Agreements to the contrary, the rate of interest or the pricing rate that shall accrue on any and all obligations of any Seller Entity owed to the Counterparty under the Agreements shall be the non-default rate of interest or pricing rate specified in the Agreements.

5. **Releases**. Upon execution of this Agreement by each of the Companies and the Counterparty, the Companies, on behalf of themselves and their successors or assigns (collectively, the "Releasing Parties") releases, waives and forever discharges (and further agrees not to allege, claim or pursue) any and all claims, rights, causes of action, counterclaims or defenses of any kind whatsoever whether in law, equity or otherwise (including, without limitation, any claims relating to (i) the making or administration of transactions under the

Agreements (including any acts or omissions in respect of margin calls, related valuations, and notice requirements), including, without limitation, any such claims and defenses based on fraud, mistake, duress, usury or misrepresentation, or any other claim based on so-called "lender liability" theories, (ii) any covenants, agreements, duties or obligations set forth in the Agreements, (iii) increased financing costs, interest or other carrying costs, (iv) penalties, lost profits or loss of business opportunity, (vi) legal, accounting and other administrative or professional fees and expenses and incidental, consequential and punitive damages payable to third parties, (vii) damages to business reputation, (viii) any claims arising under 11 U.S.C. §§ 541-550 or any claims for avoidance or recovery under any other federal, state or foreign law equivalent, or (ix) any claims arising from any actual or alleged decline in the value of any assets subject to the Agreements prior to the date of this Agreement) which any of the Releasing Parties might otherwise have or may have against the Counterparty, their present or former subsidiaries and affiliates or any of the foregoing's officers directors, employees, attorneys or other representatives or agents (collectively, the "Releasees") in each case on account of any conduct, condition, act, omission, event, contract, liability, obligation, demand, covenant, promise, indebtedness, claim, right, cause of action, suit, damage, defense, judgment, circumstance or matter of any kind whatsoever which existed, arose or occurred at any time prior to the date of this Agreement relating to the Agreements, this Agreement and/or the transactions contemplated thereby or hereby (any of the foregoing, a "Claim"). Each of the Releasing Parties expressly acknowledges and agrees, with respect to the Claims, that it waives, to the fullest extent permitted by applicable law, any and all provisions, rights, and benefits conferred by any applicable U.S. federal or state law, or any principle of U.S. common law, that would otherwise limit a release or discharge of any unknown Claims pursuant to this paragraph. Furthermore, each of the Releasing Parties hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of each Releasee that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) any Releasee on the basis of any Claim released and/or discharged by the Releasing Parties pursuant to paragraph. The foregoing release, covenant and waivers of this paragraph shall survive and remain in full force and effect regardless of the termination of the Agreements, this Agreement or any provision thereof.

6. **Governing Law; Jurisdiction; Waiver of Jury Trial**.

i. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, notwithstanding its conflict of laws principles or any other rule, regulation or principle that would result in the application of any other state's law.

ii. EACH PARTY HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE BOROUGH OF MANHATTAN, CITY OF NEW YORK, STATE OF NEW YORK AND APPELLATE COURTS FROM EITHER OF THEM AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO EXPRESSLY

SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS.

iii. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

7. **Entire Agreement**. This Agreement, together with the Agreements constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements and understandings relating to any Effective Date Events of Default.

8. **Modifications**. No part or provision of this Agreement may be changed, modified, waived, discharged or terminated except by mutual written agreement of all of the parties hereto.

9. **Successors and Assigns**. This Agreement shall inure to the benefit of and bind each of the parties and their respective successors and assigns.

10. **Headings**. The headings used in this Agreement are for convenience only and will not be deemed to limit, amplify or modify, the terms of this Agreement.

11. **Counterparts**. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument, and the words "executed," signed," "signature," and words of like import as used above and elsewhere in this Agreement or in any other certificate, agreement or document related to this transaction shall may include, in addition to manually executed signatures, images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, any electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

12. **Certain Definitions**.

i. "Liquidity" shall mean, with respect to AG Mortgage Investment Trust, Inc. and any date, the sum, without duplication, of (i) the amount of cash and cash equivalents held by AG Mortgage Investment Trust, Inc., (ii) an amount equal to ninety-five percent (95%) of the aggregate market value of any unpledged and unencumbered agency securities rated "AAA" or its equivalent held by AG Mortgage Investment Trust, Inc., and (iii) an amount equal to ninety-eight percent (98%) of the aggregate market value of any U.S. Treasury securities rated "AAA" or its equivalent held by AG Mortgage Investment Trust, Inc., in each case determined in accordance with GAAP.

ii. "Recourse Indebtedness" shall mean the sum of AG Mortgage Investment Trust, Inc.'s recourse financing liabilities per its consolidated balance sheet, excluding any financing liabilities associated with hedging arrangements related to U.S. Treasury securities.

iii. "Stockholder's Equity" shall mean, on any date of determination, the most recent figure published in AG Mortgage Investment Trust, Inc.'s financials, as determined in accordance with GAAP.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

SELLER ENTITIES:AG MORTGAGE INVESTMENT TRUST, INC.

By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: General Counsel

AG MIT CREL II, LLC

By: /s/ Raul E. Moreno
Name: Raul E. Moreno
Title: General Counsel

COUNTERPARTY:

JPMorgan Chase Bank, National Association

By:_____
Name:
Title:

10.58 Master Repurchase Agreement, dated as of February 18, 2015, by and between Credit Suisse Securities (USA) LLC and AG MIT CMO EC LLC.

GUARANTY

This **GUARANTY** (the "Guaranty"), dated as of February 18, 2015, made by AG Mortgage Investment Trust, Inc.,

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a corporation organized under the laws of the State of Maryland with principal offices at 245 Park Avenue, 26₁
Floor, New

York, NY 10167 (the "Guarantor") is made in favor of Credit Suisse Securities (USA) LLC (the "Beneficiary").

RECITALS

1. Guarantor is the direct or indirect beneficial owner of 100% of the issued and outstanding shares of AG MIT CMO EC LLC, a Delaware limited liability company ("Counterparty").

2. Counterparty and Beneficiary have entered into a Master Repurchase Agreement, dated as of December 18, 2014 (as amended, supplemented or modified from time to time, the "Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Agreement.

3. The Counterparty is required to provide the Beneficiary with a guaranty duly executed by the Guarantor and this Guaranty is being delivered in satisfaction of such requirement.

As an inducement to the Beneficiary to enter into the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Guaranty.** The Guarantor hereby irrevocably and unconditionally guarantees (as primary obligor and not merely as surety) to the Benefis successors and permitted assigns: (i) that all amounts (now or hereafter payable) by the Counterparty arising out of or in connection with the Agreement will be duly and punctually paid, in accordance with its terms, whether due on a scheduled payment date or earlier by reason of early termination thereof or otherwise (as to which this Guaranty shall be of payment and not of collection) and (ii) that all delivery obligations (now or hereafter due) of the Counterparty arising out of or in connection with the Agreement, or under any and all Transactions and Confirmations will be duly and punctually performed. in accordance with their terms, whether due on a scheduled payment date or earlier by reason of early termination thereof or otherwise (all of the foregoing payment and delivery (whether actual or contingent) obligations of the Counterparty being the "Guaranteed Obligations").

2. **Guaranty Absolute and Unconditional.** The Guarantor hereby agrees that its obligations hereunder shall be absolute, irrevocable and unconditional and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(a) any failure to enforce the provisions of the Agreement, including without limitation any lack of action to demand or obtain any amount in respect of the Guaranteed Obligations from the Counterparty, the obtaining of, or the failure to obtain, any judgment against the Counterparty, or any attempt, or failure to attempt, to enforce any such judgment (and the Beneficiary shall be under no obligation whatsoever to proceed against the Counterparty before proceeding against the Guarantor hereunder);

(b) any failure to realize on any collateral or margin or any other action or inaction with respect to any collateral provided by any party (including any other guaranty);

(c) any waiver, modification or consent to departure from, or amendment of the Agreement or any Transaction;

(d) the invalidity, illegality or unenforceability of the Agreement or any Transaction (whether wholly or in part) on any ground whatsoever, including without limitation any defect in or want of powers of the Counterparty or irregular exercise thereof, any lack of authority by any person purporting to act on behalf of the

Counterparty, any imposition of foreign exchange controls which may prevent or hinder the Counterparty from paying its obligations guaranteed hereunder, any order of any governmental entity purporting to reduce, amend or restructure any of the Obligations or any legal or other limitation, disability or incapacity, or any change in the constituting documents of or the bankruptcy, liquidation or insolvency of the Counterparty;

a. any change in the corporate existence, structure or ownership of the Counterparty or the Guarantor;

b. any stay, injunction or other prohibition (whether as a result of the insolvency, bankruptcy or reorganization of the Counterparty or otherwise) which may delay or prevent any payment (or any declaration that payment is due) by the Counterparty; or

c. any other circumstances which may otherwise constitute a defense available to the Counterparty or a legal or equitable discharge of a surety or guarantor.

1. Waiver by Guarantor. The Guarantor hereby waives notice of acceptance of this Guaranty, diligence, promptness, acceleration, presentment, demand of payment, filing of claims with a court in the event of merger or bankruptcy of the Counterparty, any right to proceed first against the Counterparty, any protest or notice with respect to any Transaction or the Agreement or the obligations created or evidenced thereby and all demands whatsoever, any exchange, sale or surrender of, or realization on, any other guaranty or any collateral, and any and all other notices and demands whatsoever. Subject to the immediately following paragraph, this Guaranty shall remain in full force and effect until such time as when (i) there are no Transactions and no Agreement outstanding and all Guaranteed Obligations shall have been satisfied in full and (ii) the Beneficiary shall have terminated in whole any and all internal trading lines with the Counterparty (it being understood that the existence of any trading lines shall not constitute any commitment or obligation of the Beneficiary to enter into any Transaction).

2. Reinstatement in Certain Instances. The Guarantor further agrees that if any payment or delivery of any of the Guaranteed Obligations is subsequently rescinded or is subsequently recovered from or repaid by the recipient thereof, in whole or in part, in any bankruptcy, reorganization, insolvency or similar proceedings instituted by or against the Counterparty, or otherwise, the Guarantor's obligations hereunder with respect to such Guaranteed Obligation shall be reinstated at such time to the same extent as though the payment or delivery so recovered or repaid had not been originally made.

3. Consents and Renewals. The Guarantor agrees that the Beneficiary, may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of the Guarantor, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Guaranteed Obligations, and may also make any agreement with the Counterparty or with any other party to or person liable on any of the Guaranteed Obligations, or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between the Beneficiary and Counterparty or any such other party or person, without in any way impairing or affecting this Guaranty. The Guarantor agrees that the Beneficiary may resort to the Guarantor for payment of any of the Guaranteed Obligations, whether or not the Beneficiary shall have resorted to any collateral security, or shall have proceeded against any other obliger principally or secondarily obligated with respect to any of the Guaranteed Obligations.

4. Representations and Warranties. The Guarantor hereby represents and warrants to the Beneficiary (which representations and warranties shall survive the delivery of this Guaranty) and for so long as any Guaranteed Obligations are outstanding that:

(a) Guarantor (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Maryland, (ii) has full power and authority to own its properties and assets and to carry on its business as now being conducted and as presently contemplated, and (iii) has full power and authority to execute, deliver and perform its obligations under this Guaranty to which it is a party or signatory;

(b) The execution, delivery and performance by the Guarantor of its obligations under this Guaranty will not (i) violate or conflict with (x) any provision of law, order, judgment or decree of any court or other agency or government, (y) any provision of its constitutional documents, or (z) any indenture, agreement or other instrument to which the Guarantor is a party or is bound; (ii) result in a breach of, or constitute (with due notice or lapse of time or both) a default under any contractual provision to which it is bound; or (iii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Guarantor pursuant to any indenture, agreement or instrument.

(c) The Guarantor is not required to obtain any consent, approval or authorization from or to file any declaration or statement with, any governmental instrumentality or other agency, or any other person or entity,

in connection with or as a condition to the execution, delivery or performance of this Guaranty other than such as have already been obtained and are in full force and effect.

a. There are no actions, suits or proceedings at law or in equity or by or before any governmental instrumentality or other agency, including any arbitration board or tribunal, now pending, or to the knowledge of the Guarantor, threatened (i) which is likely to affect the validity or enforceability of this Guaranty or the Guarantor's ability to perform its obligations hereunder, or (ii) against or affecting the Guarantor which, if adversely determined, individually or in the aggregate, would have a materially adverse effect on the condition (financial or otherwise), business, results of operations, prospects or properties of the Guarantor or the Counterparty.

b. The Guarantor is currently solvent and the Guarantor's obligations hereunder will not render the Guarantor insolvent; the Guarantor is not contemplating either a filing of a petition under any state or federal bankruptcy law, or, the liquidating of all or a major portion of its property; and the Guarantor has no knowledge of any person contemplating the filing of such petition against it.

1. Subrogation. The Guarantor will not exercise any rights that it may acquire by way of subrogation until all of the Guaranteed Obligations to the Beneficiary shall have been paid in full. If any amount shall be paid to the Guarantor in violation of the preceding sentence, such amount shall be held for the benefit of the Beneficiary and shall forthwith be paid to the Beneficiary to be credited and applied to the Guaranteed Obligations, whether matured or unmatured. Subject to the foregoing, upon payment of all the Guaranteed Obligations, the Guarantor shall be subrogated to the rights of the Beneficiary against Counterparty and the Beneficiary agrees to take at the Guarantor's expense such steps as the Guarantor may reasonably request to implement such subrogation.

2. No Set-off or Counterclaim by Guarantor; Taxes. All payments and deliveries hereunder shall be made by the Guarantor without set-off, counterclaim or deduction or withholding for any tax. If the Guarantor is required by law to deduct or withhold any taxes, Guarantor shall pay to Beneficiary such additional amounts as necessary to ensure that the amount received by Beneficiary equals the full amount Beneficiary would have received had no such deduction or withholding been required. The Guarantor agrees to pay any present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies which arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Guaranty or the Guaranteed Obligations. Without prejudice to the survival of any other agreement contained herein, the Guarantor's agreements and obligations contained in this paragraph shall survive the payment in full of the obligations and any termination of this Guaranty.

3. Expenses of Enforcement. The Guarantor further agrees to pay on demand all costs and expenses, including reasonable attorneys' fees, which may be incurred by the Beneficiary in any effort to collect or enforce any provision of this Guaranty.

4. Cumulative Rights. No failure on the part of the Beneficiary to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by the Beneficiary of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to the Beneficiary or allowed it by law or other agreement shall be cumulative and not exclusive of any other, and may be exercised by the Beneficiary from time to time.

5. Governing Law; Submission to Jurisdiction. THIS GUARANTY AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL MATTERS ARISING OUT OF OR RELATING IN ANY WAY TO THIS GUARANTY, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. With respect to any suit, action or proceedings relating to this Guaranty ("Proceedings"), the Guarantor irrevocably: (a) submits 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 New York City and irrevocably agrees to designate any Proceedings brought in the courts of the State of New York as "commercial" on the Request for Judicial Intervention seeking assignment to the Commercial Division of the Supreme Court; and (b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings that such court does not have any jurisdiction over the Guarantor. Nothing in this Guaranty precludes the Beneficiary from bringing Proceedings in any other jurisdiction in order to enforce any judgment obtained in any Proceedings referred to in the preceding sentence.

12. Service of Process. The Guarantor irrevocably appoints the Process Agent specified below to receive, for it and on its behalf, service of process in any Proceedings.

Address for notices and service of process:

Address:
AG Mortgage Investment Trust, Inc. c/o Angelo Gordon & Co., Inc.

245 Park Avenue, 26th Floor

Attention:
New York, New York 10167 Chief Risk Officer

The Guarantor agrees that service upon itself or this Process Agent by registered first class mail or air courier constitutes effective service as if personally served pursuant to Section 311 of the New York Civil Practice Law and Rules or Rule 4 of the U.S. Federal Rules of Civil Procedure, or any successor section or rule thereof. Guarantor waives any right to contest the effectiveness of the service if done in accordance with the previous sentence.

1. Waiver of Jury Trial. The Guarantor waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this Guaranty.

2. Successor and Assigns. This Guaranty shall continue in full force and effect and be binding upon the Guarantor and the successors and permitted assigns of the Guarantor until all of the Guaranteed Obligations have been satisfied in full; provided, however, that the Guarantor may not assign or otherwise transfer this Guaranty or any obligations hereunder without the prior written consent of the Beneficiary and any such assignment or transfer without such consent shall be void. The Beneficiary may assign this Guaranty or any rights or powers hereunder, with any or all of the underlying liabilities or obligations, the payment of which is guaranteed hereunder.

3. Entire Agreement; Amendments and Waivers. This Guaranty supersedes any prior negotiations, discussions, or communications between the Beneficiary and the Guarantor and constitutes the entire agreement between the Beneficiary and the Guarantor with respect to the Transactions and this Guaranty. No provision of this Guaranty may be amended, modified or waived without the prior written consent of the Beneficiary.

4. Waiver of Immunities. Guarantor irrevocably waives, to the fullest extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from (i) suit, (ii) jurisdiction of any court, (iii) relief by way of injunction, order for specific performance or for recovery of property, (iv) attachment of its assets (whether before or after judgment) and (v) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any Proceedings in the courts of any jurisdiction and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any such immunity in any Proceedings.

5. Currency Indemnification. If for the purpose of obtaining judgment in any court or an arbitral award it is necessary to convert a sum due hereunder (the "Agreement Currency"), into another currency (the "Judgment Currency"), the Guarantor agrees, to the fullest extent that it may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Beneficiary could purchase the Agreement Currency with such Judgment Currency on the business day preceding the day on which final judgment or award is given. The obligations of the Guarantor in respect of any sum due from it hereunder in the Agreement Currency shall, notwithstanding any judgment or award in the Judgment Currency, be discharged only to the extent that, on the New York Banking Day following receipt thereof by the Beneficiary, the Beneficiary may in accordance with normal banking procedures purchase the Agreement Currency with such Judgment Currency; if the amount of the Agreement Currency so purchased is less than the sum originally due (determined in accordance with the first sentence of this paragraph) to the Beneficiary in the Agreement Currency, the Guarantor agrees, as a separate and independent obligation and notwithstanding any such judgment, to indemnify the Beneficiary against such loss, and if the amount is the Agreement Currency so purchased exceeds the sum originally due to the Beneficiary in the Agreement Currency, the Beneficiary agrees promptly to remit to the Guarantor the excess. "New York Banking Day" means any day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in New York City.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed by one of its duly authorized representatives or officers as of this 18th day of February, 2015.

AG Mortgage Investment Trust, Inc.
By: AG REIT Management, LLC, its manager
By: Angelo, Gordon & Co., L.P., its investment adviser

By

Name::/s/ Forest WOlfe

Title:
oate: **General Counsel**
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Exhibit 31.1

I, David N. Roberts, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AG Mortgage Investment Trust, Inc.;

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

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

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

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

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

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

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

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

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

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

Date: June 12, 2020

/s/ David N. Roberts

David N. Roberts

Chief Executive Officer

Exhibit 31.2

I, Brian C. Sigman, certify that:

1. I have reviewed this quarterly report on Form 10-Q of AG Mortgage Investment Trust, Inc.;

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

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

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

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

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

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

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

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

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

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

Date: June 12, 2020

/s/ Brian C. Sigman

Brian C. Sigman
Chief Financial Officer and
Treasurer

EXHIBIT 32.1

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

In connection with the Quarterly Report on Form 10-Q of AG Mortgage Investment Trust, Inc. (the "Company") for the quarterly period ended March 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David N. Roberts, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

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

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates of, and for the periods covered by, the Report.

It is not intended that this statement be deemed to be filed for purposes of the Securities Exchange Act of 1934.

/s/ David N. Roberts

David N. Roberts

Chief Executive Officer

June 12, 2020

EXHIBIT 32.2

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

In connection with the Quarterly Report on Form 10-Q of AG Mortgage Investment Trust, Inc. (the "Company") for the quarterly period ended March 31, 2020 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian C. Sigman, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that:

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

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company at the dates of, and for the periods covered by, the Report.

It is not intended that this statement be deemed to be filed for purposes of the Securities Exchange Act of 1934.

/s/ Brian C. Sigman

Brian C. Sigman
Chief Financial Officer and
Treasurer

June 12, 2020