



Underwriting Philosophy

Impac takes a common sense approach to underwriting a borrower's creditworthiness to determine the willingness and ability to repay the loan. Each applicant has a different situation and each loan is weighed on its own merits. Our goal is to help good borrowers with their financing needs while mitigating risk for the company. The iQM programs are high risk loans. Impac will only approve loans for which the company has a reasonable belief that the borrower has the ability to repay the subject loan. This reasonable belief is based upon information provided by or independently verified by an independent third party. Any irregularity in borrower profile, documentation provided, or property used to support the debt may be cause for denial of the loan.

Program Highlights

Designed for high credit quality borrowers who are seeking:

- Loan amounts up to \$3 million
- An Interest Only feature
- Conforming or high balance loans when they own multiple financed properties
- DTI up to 50% (see Qualifying Rate and Ratios): 55% with certain conditions
- Minimum 600 credit score
- Credit evaluation and income documentation determined by Desktop Underwriter (DU)

Income and assets are fully documented

NOTE: Loans that are eligible for sale to a government-sponsored enterprise (GSE) – the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac) – are ineligible for any iQM Series programs. All iQM Agency Plus Ioans must be run through Fannie Mae's Desktop Underwriter (DU). A copy of the DU Findings must be included in the file. See *Underwriting* for additional information.

Guideline Overview

Loans meeting the parameters outlined in these guidelines are consistent with the Dodd Frank Wall Street Reform Act Ability to Repay. Documentation standards are designed so that loans are made to borrowers who have demonstrated the ability and have the capacity to repay the debt thus satisfying Ability-to-Repay standards. In regards to any underwriting criteria not specifically addressed in this document, Fannie Mae standards apply.

Program Qualifications

This program offers fixed rate and adjustable rate mortgage options for borrowers with jumbo loans and conforming loans that fall just outside the parameters for Qualified Mortgages. Full documentation of income and assets is required. Loans in this program must not be able to qualify for a Fannie Mae DU Approve/Eligible recommendation.

Eligibility Matrix Loan Amount & LTV Limitations

Primary Residence - Purchase and Rate & Term Refinance

Units	Credit Score	LTV ³	CLTV/HCLTV ^{3,4}	Minimum Loan Amount	Maximum Loan Amount
1 unit	680	90%*	90%*		\$1,000,000
	680 600	80%	80%	\$100,000	\$1,000,000
		75%	75%		\$1,500,000
		70%	70%		\$2,000,000
1-4 units		60%	60%		\$3,000,000
		75%	75%		\$750,000
		65%	65%		\$1,000,000
		55%	55%		\$1,500,000

^{*}see below

Primary Residence Cash-Out Refinance

Units	Credit Score	LTV ³	CLTV/HCLTV ^{3,4}	Minimum Loan Amount	Maximum Loan Amount
1 unit	680	85%*	85%*		\$750,000
2-4 units	680	80%	80%		\$750,000
	680 600	70%	70%	\$100,000	\$1,500,000
1-4 units		60%	60%		\$2,000,000
		70%	70%		\$750,000
		60%	60%		\$1,000,000
		50%	50%		\$1.500.000

- * Loans with > 80% LTV/CLTV must meet the following parameters:
 - Minimum 680 score
 - 1-unit single family, PUD, or condo (no non-warrantable condos)
 - Minimum 4 years since major derogatory event: Bankruptcy, Short Sale, Deed-in-Lieu, Mortgage Charge-off, Foreclosure
 - Mortgage Lates: 0x30x12
 - 6 months minimum reserves (may not be waived)

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Second Home – Purchase and Rate & Term Refinance²

Units	Credit Score	LTV ³	CLTV/HCLTV ^{3,4}	Minimum Loan Amount	Maximum Loan Amount
		80%	80%		\$1,000,000
	720	70%	70%		\$1,500,000
		60%	60%	\$100,000	\$2,500,000
	680	80%	80%		\$750,000
1-2* Unit		70%	70%		\$1,000,000
1-2 01111		60%	60%		\$2,000,000
		70%	70%		\$750,000
		60%	60%		\$1,000,000
		50%	50%		\$1,500,000

^{*2-}unit second homes must be in a recognized vacation area (see Occupancy)

Second Home - Cash-Out Refinance 1,2

Units	Credit Score	LTV ³	CLTV/HCLTV ^{3,4}	Minimum Loan Amount	Maximum Loan Amount
		75%	75%		\$750,000
	720	65%	65%	\$100,000	\$1,500,000
		55%	55%		\$2,000,000
	680	70%	70%		\$750,000
1-2* unit		60%	60%		\$1,000,000
		50%	50%		\$2,000,000
		65%	65%		\$750,000
	600	55%	55%		\$1,000,000
		45%	45%		\$1,500,000

^{*2-}unit second homes must be in a recognized vacation area (see Occupancy)

Investment Property – Purchase and Rate & Term Refinance²

Units	Credit Score	LTV ³	CLTV/HCLTV ^{3,4}	Minimum Loan Amount	Maximum Loan Amount
		80%	80%		\$1,000,000
	720	70%	70%	\$100,000	\$1,500,000
		60%	60%		\$2,500,000
	680 70% 60% 70% 600 60%	80%	80%		\$750,000
1-4 Units		70%	70%		\$1,000,000
		60%	60%		\$2,000,000
		70%	70%		\$750,000
		60%	60%		\$1,000,000
		50%	50%		\$1,500,000

Investment Property - Cash-Out Refinance 1,2

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Units	Credit Score	LTV ³	CLTV/HCLTV ^{3,4}	Loan Amount	Maximum Loan Amount
		75%	75%		\$750,000
	720	65%	65%	\$100,000	\$1,500,000
		55%	55%		\$2,000,000
	680 600	70%	70%		\$750,000
1-4 Units		60%	60%		\$1,000,000
		50%	50%		\$2,000,000
		65%	65%		\$750,000
		55%	55%		\$1,000,000
		45%	45%		\$1,500,000

Footnote:

- 1 See Cash-Out Requirements
- 2 See Limitations on Other Real Estate Owned for multiple property restrictions

New or newly converted condo projects in Florida are limited to 60% LTV/CLTV/HCLTV.

4 HELOC Combined Loan to Value (HCLTV) uses the full line amount for HCLTV calculation, regardless of amount drawn.

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Product Description

- 5/1, 7/1, and 10/1 LIBOR ARM, fully amortizing
- Interest Only available for fixed period on ARMs
- 15 and 30 year fixed rate, fully amortizing

Product Codes Fully Amortizing

Hybrid ARM	Product Code
5/1 ARM	IA51AP – iQM Agency Plus 5/1 LIBOR ARM
7/1 ARM	IA71AP – iQM Agency Plus 7/1 LIBOR ARM
10/1 ARM	IA101AP – iQM Agency Plus 10/1 LIBOR ARM
Fixed	
15 Year	IF15AP – iQM Agency Plus 15 Year Fixed
30 Year	IF30AP – iQM Agency Plus 30 Year Fixed

Interest Only

Hybrid ARM	Product Code
5/1 ARM	IA51APIO - iQM Agency Plus 5/1 LIBOR ARM Interest Only
7/1 ARM	IA71APIO – iQM Agency Plus 7/1 LIBOR ARM Interest Only
10/1 ARM	IA101APIO – iQM Agency Plus 10/1 LIBOR ARM Interest Only

Eligibility Requirements

Adjustable Rate		
Details	Interest Rate	5/1, 7/1 & 10/1 ARM (2/2/5)
	Adjustment Caps	Initial: 2% up; Subsequent: 2% up/down; Lifetime: 5% up
	Margin	See rate sheet
	Index	1-Year LIBOR (London InterBank Offer Rate)
	Index Establish Date	45 days prior to the change date (aka "look back period")
	Interest Rate Floor	Note Start Rate
	Conversion Option	None
	Assumption	ARM products are assumable to a qualified borrower after the fixed term
	Negative	None
	Amortization	
	Interest Only Option	Available for fixed period on ARMs.

Appraisal Requirements

The underwriter may require additional collateral review.

Properties with a condition rating of C5 or C6 are not acceptable.

Appraisal transfers are allowed.

Loan Amount	Appraisal Requirement
≤ \$1,000,000	One Full Appraisal
> \$1,000,000	Two Full Appraisals
All properties For Sale By Owner (FSBO) w/LTV > 75%	Two Full Appraisals

A <u>Pro Teck Valuation Services Appraisal Risk Review (ARR)</u> or a <u>Clear Capital Collateral Desktop Analysis (CDA)</u> supporting the value within 10% (<u>higher or lower</u> than appraised value) will be required when the Appraisal Requirement is One Full Appraisal. If variance exceeds 10% then a field review ordered from one of the following providers will be required:

- Class Appraisal
- Clear Capital
- Consolidated Analytics
- Direct Valuation Solutions, Inc. (DVS)
- Property Science
- Springhouse Valuations (AltiSource)

A field review from any of the above providers is acceptable in lieu of an ARR or CDA.

If a field review is obtained there is a 5% tolerance as follows:

- If the field review value is ≤ 5% below the appraised value, use the appraised value for LTV
 calculations
- If the field review value is more than 5% below the appraised value, a second appraisal is required.

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	 Use the lower value of the two appraisals for LTV calculations
	When two (2) appraisals are provided, an ARR or CDA is not required. The lower value of the two appraisals will be utilized.
	Condos and PUDs must meet FNMA requirements. See the <i>Property Types</i> section for additional information.
	Unpermitted additions All of the following apply: • Must obtain a "cost to cure" • Must review the LTV (including cost to cure) fits within guidelines • If a guideline maximum is 80% and the current LTV is 75% and the cost to cure equals 2% of the value of the home, the loan would be approved without an exception, as the LTV is still within guidelines. • If the cost to cure drives the LTV over the maximum LTV limit, the loan would not be eligible unless the home was converted back to the original state with a completion certificate in the file. • Obtain typical comparables for value of the home, but would not require similar improvements • Unpermitted improvement may not increase the value of the home (hence the cost to cure) Note: The ECOA Valuations Rule requires copies of appraisals and other written valuations be delivered to borrower promptly upon completion, or three (3) business days before consummation, whichever is earlier.
	See Higher Priced Mortgage Loan (HPML) for additional restrictions.
Appraiser Requirements	Impac will not accept appraisals from appraisers on probation with any regulatory agency. No exceptions.
Assets	Borrower must have sufficient liquid assets available for down payment, closing costs and reserves. Funds must be sourced and seasoned for two (2) months and the most recent consecutive statements (all pages) or the most recent quarterly statements are required. Stocks, Bonds, and Mutual Funds (FNMA B3-4.3-01) Vested stocks, bonds, and mutual funds (including retirement accounts) may be used for down payment, closing costs, and reserves without any reduction in value: • One hundred percent (100%) of the value of the asset is allowed when determining available reserves • If the lender documents that the value of the asset is at least 20% more than the funds needed for the borrower's down payment and closing costs, no documentation of liquidation is required. Otherwise, documentation of the borrower's actual receipt of funds realized from the sale or liquidation must be obtained. • NOTE: As a reminder, non-vested assets are not eligible for down payment, closing costs, or reserves. Like-Kind Exchanges Assets for the down payment from a "like-kind exchange," also known as a 1031 exchange, are eligible if properly documented and in compliance with Internal Revenue Code Section 1031 (FNMA B3-4.3-10). Cash out from the subject transaction may be used toward the reserve requirement.
	See Reserves for requirements and limitations.
	See Business Funds for eligibility.
	See Gift Funds / Gifts of Equity
	Underwriters should consider the following: • Asset Base and Reserves – Is this consistent with the occupation, cash flows and calculated income established for qualifying purposes?
	Restricted Stock Units (RSUs) are not eligible for income or reserves.
Assumptions	ARM products are assumable to a qualified borrower after the fixed term.
Borrower Eligibility	U.S. Citizens Permanent Resident Aliens; provide evidence of lawful residency and must meet all the same standards as U.S. citizens.
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	A copy of the borrower's identification is required to verify review of the acceptable documentation that evidences borrower is eligible to lawfully reside in the U.S. Valid Green card, evidence of continuous status for at least 12 months and 12 months remaining status. Borrower must be employed in U.S. for the last 24 months or have acceptable education documentation (e.g., college transcripts) combined with employment to total at least 24 months Non-Permanent Resident Aliens Inter Vivos Revocable Trust – must meet FNMA guidelines A power of attorney is not allowed when signing mortgage documents related to an inter vivos trust First Time Home Buyer is allowed – See First Time Home Buyer Non-Permanent Resident Aliens must meet the following requirements: Must have an unexpired passport from their country of citizenship containing INS form I-94 which must be stamped Employment Authorized An Employment Authorization Card along with a copy of the Petition for Non-Immigrant Worker (form I-140) in file The borrower(s) must have a minimum of 5 years residency, with the likelihood of employment continuance for at least 3 years Owner Occupied only, Single Family, PUD, and Condo Only H1B and H2B Visas are accepted Visa must have a minimum remaining duration of 2 years with a letter of intent from the employer to renew Borrower must have a 5 year history in the same line of work Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible Borrowers with diplomatic immunity or A1, A2, A3 Visas are ineligible Land Trusts Corporations, LLCs, Partnerships
Business Funds	See Power of Attorney for additional restrictions. Business funds - Funds in the borrower's business account(s) ≤ 50% of account balance may be counted toward down payment, closing costs, and reserves so long as borrower(s) and/or non-borrowing spouse/domestic partner or family members* have a cumulative 100% ownership interest in the business (e.g., Sole Proprietor, S Corp, Corporation, LLC). A non-borrowing spouse/domestic partner or family members* who are the only other co-owners of the business are acceptable and must provide a letter allowing the borrower to access the funds in the business account. *Family Members for business ownership interest purposes above are specifically defined as follows: • Child, parent, or grandparent • Child is defined as a son, stepson, daughter, or stepdaughter; • A parent or grandparent includes a step-parent/grandparent or foster parent/grandparent • Spouse or domestic partner (domestic partner must live with borrower) • Legally adopted son or daughter, including a child who is placed with the borrower by an authorized agency for legal adoption • Foster child • Brother, stepbrother, sister, stepsister • Aunt or uncle • Son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law of the borrower. Cousins are not allowed.
	Business funds that are in a personal account prior to application may be used for down payment, closing costs, and reserves without restriction. Large deposits must be sourced to determine there is not an undisclosed loan.
Cash-Out	Always use the appraised value for LTV calculation on a refinance transaction.
Requirements	There is no ownership seasoning requirement for a cash-out refinance when at least one borrower on the new loan is an original purchaser. There is no seasoning requirement when additional borrowers are added to title so long as at least one borrower from the original purchase will be a borrower on the new loan.

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If a borrower is on title without any original purchasers, the borrower must wait 6 months to do a cash





	out refinance. If a property is titled in an LLC and the borrower(s) are 100% owners of the LLC, then title may be transferred to the individual borrower(s) for purposes of refinance without a waiting period. (Example: Husband and wife are 100% owners of LLC. They can deed property to themselves as individuals to do a refinance without a waiting period, so long as the LLC has been on the existing loan for 6 months. If the LLC has more than one member and only one member will be on the new loan, then the member who receives title must wait 6 months to do a cash out refinance. When the appraised value exceeds purchase price by more than 20% and the subject property is currently owned for less than 6 months (at time of application date), the appraisal must provide detailed and substantial commentary to support the increase in value. A refinance of a prior cash-out loan within 6 months is allowed to be classified as a rate/term refinance. Cash-Out allowed to borrowers who own up to 15 financed properties when subject is second home or investment property. Borrowers with more than 15 financed properties are ineligible when subject is second home or investment property.
Co-Borrowers	Non-occupant co-borrowers allowed with a 5% reduction in maximum LTV.
Credit	All borrowers must have a minimum credit score of 600. The representative score for each borrower is: The middle score when three scores are obtained, or The lower score when two scores are obtained If only one score is obtained, that is the representative score for the borrower The representative score for the loan is the lowest representative score of the borrowers.
	All loans submitted on the iQM Agency Plus program must be run through Desktop Underwriter (DU). A copy of the DU Findings must be included in the file. For loans ≤ \$453,100 that receive an Approve recommendation (e.g., Approve/Eligible, Approve/Ineligible), Desktop Underwriter has determined that the borrower's credit reputation is acceptable. Follow DU credit and income documentation. For loan amounts > \$453,100 and/or for any other DU recommendation the underwriter must thoroughly evaluate the borrower's credit reputation in accordance with the requirements set forth in this section and document accordingly. Each of the following credit components impact the borrower's ability to repay the loan: • Borrowers must have a minimum of 3 trade lines on the credit report. Trade lines may be open or closed, with one seasoned trade line having a minimum 24 month rating and one trade line with at least a \$5,000 high credit limit. The seasoning and high credit limit requirements may be met with the same trade line. Authorized user trade lines are not eligible for any portion of the credit requirement. When spouse is co-borrower only one borrower is required to have the credit depth listed above. • Mortgage / Rental Lates − 1x30 past 12 months • This applies to all mortgages on all properties • (See Loan Modification for refinancing loans with prior modifications)
	 No Notice of Default (NOD) filed on <u>any property</u> in the past 12 months Rental history must be documented by a direct verification of rent (VOR) by a professional management company and/or private party. If the VOR is provided by a private party, 12 months cancelled checks or 12 months bank statements must be provided to document rents. Verification of mortgages that do <u>not</u> appear on credit report: Institutional lender – Written VOM Private lender – 12 months cancelled checks
	 Bankruptcy (Ch. 7, 11 and 13), Short Sale, Deed-in-Lieu, Charge-off of Mortgage Accounts – None less than four (4) years Bankruptcy, Short Sale, Deed in Lieu, Charge-off of Mortgage Accounts ≥ 2 years and < 4 years is acceptable with the following compensating factors: Maximum 70% LTV or existing guidelines, whichever is lower
	 Foreclosure – None in the last four (4) years ○ Foreclosure ≥ 3 years and < 4 years is acceptable with the following compensating factors: ■ Maximum 70% LTV or existing guidelines, whichever is lower
	Judgment/Tax Lien/Collections/Charge-Offs Judgments and Tax Liens must be paid

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	 Medical collections are excluded regardless of amount Any new charge-offs or non-medical collections within the last 12 months greater than \$1,000 per trade line, or the cumulative amount is greater than \$2,000, must be paid off.
	Consumer Credit Counseling – Borrowers who have experienced credit or financial management problems in the past may have elected to participate in consumer counseling sessions to learn how to correct or avoid such problems in the future. Whether borrowers have or have not completed participation in the sessions before closing on the mortgage transaction is not relevant since it is the borrower's credit history that is of primary importance. (FNMA B3-5.2-01)
	Disputed Accounts – Disputed accounts are reviewed to determine <u>current balance</u> and <u>derogatory information</u> (a 30-day or more delinquency) <u>within 2 years prior to the credit report date</u> : Zero balance and no derogatory information – no action required Zero balance and derogatory information - remove and pull new credit report A positive balance and no derogatory information— remove and pull new credit report A positive balance and derogatory information— remove and pull new credit report A credit supplement is not allowed to document disputed accounts.
	See Liabilities for additional information
	Underwriters will evaluation borrower's liabilities to help assess Ability to Repay. These will include: • The monthly payment on any simultaneous loan • The consumer's monthly payment for mortgage-related obligations • The consumer's current debt obligations, alimony, and child support
	Underwriters should consider the following: • Credit limits, usage and overall credit profile should be considered and evaluated to be consistent with the income established for qualifying purposes.
Disaster Declarations and Recertification	Whenever an area is declared a disaster area, the Federal Emergency Management Agency (FEMA) releases disaster declaration announcements. FEMA makes available <u>individual</u> and <u>public</u> assistance when a disaster occurs.
	If an area containing the subject property is eligible to receive individual assistance and/or public assistance, as designated by FEMA, the property will require a recertification of value as follows: • An appraisal completed in an area after the disaster declaration was released (incident date) does not require a recertification. Ideally, the appraiser will comment that the property is free from damage and the disaster had no effect on the property. • If the appraisal was completed prior to the disaster, at a minimum a re-inspection stating the property is free from damage and the disaster had no effect on the property value and marketability is required (including exterior photos of the property). • Payment for necessary re-inspections will be the responsibility of the borrower or seller
	Interior photos may be required on a case-by-case basis The re-certification must be obtained as promptly as possible (but not until after the disaster is active) in order to ensure a timely closing, funding (and purchase if applicable) of the loan.
Documentation	Standard Fannie Mae <u>full income and asset documentation</u> is required. For loans ≤ \$453,100 that receive an Approve recommendation, refer to DU findings for credit and income documentation. Minimum 600 credit score for all borrowers still applies.
	Verbal VOE to be performed by the underwriter prior to closing using lender's VVOE form or if self-employed, an independent written confirmation of self-employment is required (i.e., copy of business license reflecting ownership of company, corporate minutes, etc.). • Employment Income - Verbal VOE (VVOE) must be obtained within 10 business days prior to the note date;
	Self-Employment Income – Lender must verify the existence of the borrower's business within 120 calendar days prior to the note date From a third party, such as a CPA, regulatory agency, or the applicable licensing bureau, if possible; or
	 By verifying a phone listing and address for the borrower's business using a telephone book, the Internet, or directory assistance. The lender must document the source of the information obtained and the name and title of the lender's employee who obtained the information.
	No Section 32 High Cost Loans will be allowed. Section 35 Higher Priced Mortgage Loans will be allowed subject to mandatory impound account for 5 years and no property flipping.

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	For loan amounts > \$453,100 and/or for any loans that receive a DU recommendation other than "Approve" the underwriter must thoroughly evaluate the borrower's credit reputation and document borrower's ability to repay. Ability to Repay must be documented with: Self-Employed: 2 years 1040s, 1065s, 1120s, K-1s as applicable, VVOE and processed 4506T Wage Earner: 2 years W-2s, 30 days paystubs, VVOE and processed 4506T The borrower must acknowledge their ability to repay the loan by signing a Borrower Affirmation document at closing.
Escrow Holdback	Escrow holdbacks are allowed for weather related repairs on purchase transactions only. Allowable repairs are the lesser of 5% of value or \$10,000 (before multiplying by 1.5) Escrow withhold amount must be at least 1.5 times the cost of repairs Example: \$5,000 repairs x 1.5 = \$7,500 total escrow withhold amount Other Impac repair escrow policies and procedures apply Maximum escrow holdback amount is \$15,000 An additional \$400 fee will be charged for Impac administration of the escrow holdback account.
Escrow Waiver	Impounds are not required unless the loan is a higher-priced mortgage loan (HPML) transaction. HPML transactions require a minimum 5 year escrow period (CFPB TILA Escrow Rule).
Financing Types	Rate/Term Refinance A rate/term refinance may include the payoff of a non-purchase money second seasoned at least 12 months. If HELOC, no draws >\$2,000 in past 12 months. New York Consolidation, Extension & Modification Agreement (NY CEMA) For all Impac refinance products, property located in the state of New York may be structured as a Consolidation, Extension, and Modification Agreement (CEMA) transaction. The most current version of Fannie Mae/Freddie Mac Uniform Instrument (Form 3172) must be used. The following documentation must be provided: NY Consolidation, Extension and Modification Agreement (Form 3172) Original Note(s) – Original documents signed by the borrower Gap Note and Gap Mortgage, if applicable Consolidated Note – Original documents signed by the borrower Exhibit A – Listing of all Notes & Mortgages being consolidated, extended and modified Exhibit B – Legal description of the subject property Exhibit C – Copy of the consolidated Note Exhibit D – Copy of the consolidated Mortgage Lost Note Affidavits are not an acceptable substitute for any of the required documents. If original documentation cannot be provided per above, then a CEMA is not allowed. See Geographical Locations/Restrictions for additional information regarding NY loans.
First Time Home Buyer	First Time Home Buyer is defined as a borrower who had no ownership interest (sole or joint) in a residential property during the three-year period preceding the date of the purchase of the security property. First Time Home Buyer is allowed. There is no prior rental requirement. See <i>Housing History</i> for eligibility.
Geographical Locations/Restrictions	Eligible states are as follows: • All states* (including DC) are eligible except: • DE, ME, MA, OH, RI, WY • Interest Only Restriction – Interest Only loans are not allowed in Illinois See New York Consolidation, Extension & Modification Agreement (NY CEMA) in Financing Types section above. *New York – Subprime Home Loans Loans that meet the definition of a subprime home loan under New York law are not eligible. Furthermore, Impac will not purchase iQM loans in New York for Primary residences, 1-4 unit properties, that meet the Fannie Mae conforming loan limits (to include High Balance loan amounts in certain high cost counties). See FHFA Conforming Limits site: http://www.fhfa.gov/DataTools/Downloads/Pages/Conforming-Loan-Limits.aspx (This is an Impac overlay.)
	As a reminder, the following loans are <u>not</u> included in the New York subprime definition:

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•	Primary residence, 1-4 units properties, with loan amounts that are \$1 or more above the conforming
	limits (which include high balance loan amounts in certain high cost counties)

- Second homes any loan amount
- Investment property any loan amount

Additional restrictions as follows:

Hawaiian Lava-Flow Hazard Zones – The U.S. Geological Survey (USGS) categorizes the <u>island of Hawaii</u> into nine "lava zones" based on each zone's probability of exposure to lava flows caused by volcanic eruption. Properties in lava zones 1 and 2 are not eligible for loans funded or purchased by Impac Mortgage Corp. due to increased risk of property destruction from lava flows within these areas. The Hawaii Lava-Flow Hazard Zone Map can be accessed at: http://hvo.wr.usgs.gov/hazards/FAQ LavaFlowHazardZone/ and http://hvo.wr.usgs.gov/mf/1992/2193/

State specific regulatory requirements supersede all underwriting guidelines set forth by Impac.

Gift Funds / Gifts of Equity

Gift funds are allowed. See below for requirements and certain occupancy restrictions.

- Gift funds are allowed for paying off debt, equity contribution refinances, and for closing costs and down payments.
- Gifts are not allowed for reserves
- When subject property is a <u>second home or investment property with 100% gift funds</u>, a 10% reduction in maximum LTV is required. If borrowers have 5% of their own funds verified, the LTV reduction is not required.
- Acceptable Donors* for gift funds Follow FNMA guidelines for acceptable donors listed below

Gift of equity is allowed at ≤ 75% LTV.

- A "gift of equity" refers to a gift provided by the seller of a property to the buyer. The gift
 represents a portion of the seller's equity in the property, and is transferred to the buyer as a credit
 in the transaction.
- The acceptable donor requirements for gift funds (above) also apply to gifts of equity

A signed gift letter is required for all gift funds and gifts of equity.

Transfer of funds or evidence of receipt must be documented prior to or at closing.

*Acceptable Donors (per FNMA B3-4.3-04)

A gift can be provided by:

- A relative, defined as the borrower's spouse, child, or other dependent, or by any other individual who
 is related to the borrower by blood, marriage, adoption, or legal guardianship; or
- A fiancé, fiancée, or domestic partner.

The donor may not be, or have any affiliation with, the builder, the developer, the real estate agent, or any other interested party to the transaction.

Higher Priced Mortgage Loan (HPML)

See Escrow Waivers

HPML only applies to principal residences.

<u>Use the FFIEC Rate Spread Calculator to help determine Higher Priced Mortgage Loan (HPML) status:</u>
https://www.ffiec.gov/ratespread/newcalc.aspx

The calculator requires: Lock-In Date, APR, and the fixed term of the mortgage (in years).

A loan is "higher priced" if:

- It is a first-lien mortgage (other than a jumbo loan) with an Annual Percentage Rate (APR) that exceeds the published Average Prime Offer Rate (APOR) at the time the APR is set (lock date) by ≥ 1.5 percentage points.
- It is a first-lien jumbo loan with an APR that exceeds the APOR at the time the APR is set (lock date) by ≥ 2.5 percentage points.

Jumbo loans are defined as those loans greater than the Freddie Mac limit for mortgages it will purchase

Property Flipping with HPML is Ineligible - see below

Limitations on HPML loans for resale transactions within 180 days

When a second appraisal is required per the <u>TILA HPML Appraisal Rule</u> the loan is **considered on a case by case basis.**

For <u>principal residences</u>, when the price reflected in the buyer's purchase agreement is more than a certain amount higher than the seller's acquisition price, the rule requires a second appraisal. These amounts are:

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	 More than a 10% increase if the seller acquired the property in the past 90 days; More than a 20% price increase if the seller acquired the property in the past 91 to 180 days See the CFPB TILA HPML Appraisal Rule for exemptions from this requirement.
Housing History	There is no requirement for rent or mortgage history for this program. <u>Example</u> : Borrower can be a first time home buyer without any rental history. However, if the borrower has rent or mortgage history, it must meet credit requirements.
	For borrowers who currently own all property free and clear there is no mortgage/rent history requirement.
Income	All loans submitted on the iQM Agency Plus program must be run through Desktop Underwriter (DU). A copy of the DU Findings must be included in the file. For loans ≤ \$453,100 that receive an Approve recommendation (e.g., Approve/Eligible, Approve/Ineligible), Desktop Underwriter has determined that the borrower's credit reputation is acceptable. Follow DU credit and income documentation.
	For loan amounts > \$453,100 and/or for any other DU recommendation the underwriter must thoroughly evaluate the borrower's credit reputation in accordance with the requirements set forth in this section and document accordingly.
	For loans without AUS Approval, the following documentation is required:
	Employed Borrowers: Most recent paystub including year-to-date earnings (covering minimum of 30 days) and two years W-2s; or Traditional Written Verification of Employment with 30 days of paystubs and 2 years W-2s. Must have 2 years continuous employment in the same line of work. Gaps of 60 days or less may be accommodated with adequate explanation.
	Self-Employed Borrowers: Two years personal returns (along with all schedules) and business tax returns (for businesses where borrower has 25% or more ownership interest and the income from the businesses is being used for qualification). A Year-to-Date (YTD) P&L and Balance Sheet are <u>not</u> required. However, if the most recent tax year filing is under extension, then a <u>signed</u> P&L will be required for that period.
	Rental Income - Subject Property and Other Investment Real Estate Owned (not departure residence) (Follow FNMA B3-3.1-08, Rental Income) Generally, if a borrower has a history of renting the subject or another property, the rental income will be reported on IRS Form 1040, Schedule E of the borrower's personal tax returns or on Rental Real Estate Income and Expenses of a partnership or an S Corporation form (IRS Form 8825) of a business tax return. If the borrower does not have a history of renting the subject property or if, in certain cases, the tax returns do not accurately reflect the ongoing income and expenses of the property, the lender may be justified in using a fully executed current lease agreement. • Airbnb or similar such rentals are not acceptable.
	An expired lease agreement that has verbiage that states the lease agreement becomes a month-to-month lease once the initial lease/rental term expires is allowed.
	Rental Income on a Departure Residence (Follow FNMA B3-6-06) If the borrower is converting a current principal residence to a second home, both the current and proposed mortgage payments (PITIA) must be used to qualify the borrower for the new transaction.
	Boarder Income Income from boarders in a borrower's principal residence or second home is not acceptable qualifying income with the exception of the following: • When a borrower with disabilities receives rental income from a live-in personal assistant, whether or not that individual is a relative of the borrower, the rental payments can be considered as acceptable stable income in an amount up to 30% of the total gross income used to qualify the borrower. Personal assistants typically are paid by Medicaid Waiver funds and include room and board, from which rental payments are made to the borrower.
	Asset Based Income (Asset Amortization) Requirements Asset amortization is a calculation used to generate a monthly income stream from a borrower's personal assets. It can be combined with other income such as Social Security, Pension or other investment income. There is no age restriction.
	 Eligibility Requirements (Asset Amortization) Available for Primary Residence, Second Homes and Investment Property (N/O/O) Borrower and Co-Borrower must be individual or co-owners of all asset accounts with no other account holders listed on the documentation 100% of eligible assets must be verified and will be amortized over the term of the loan

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• All assets must be in a U.S. financial institution—No Foreign Assets

- The sum of eligible assets as defined are net of any discounts and minus any funds used for closing and/or minimum reserves required for the program.
- Other reported earnings from Capital Gains or Interest/Dividend already considered and averaged as "effective income" cannot be included or double counted.

Eligible Asset Types (Asset Amortization)

Considered assets must be comprised of the following readily marketable assets which must be available to the borrower with no penalty and are limited as follows:

- Bank Deposits Checking, Saving, Money Market accounts = 100%
- Publicly traded stocks and bonds = 90% (stock options not allowed)
- Mutual Funds = 90%
- Retirement Accounts
 - 401(K) plans or IRA, SEP or KEOUGH accounts = 80% (These can only be used if distribution is not already set up)

For eligible asset types, any debt tied to that asset must be netted out. Example: Stocks bought on margin or 401(K) loan against the 401(K) account.

Ineligible Asset Types (Asset Amortization)

- Business funds
- Non-liquid assets (automobiles, artwork, business net worth, etc.)
- Life insurance (neither face value nor cash value is allowed for asset amortization)

Asset Amortization Calculation Policy:

 Eligible asset amount to be amortized over the term of the loan (e.g., 360 months for a 30 year loan, 180 months for a 15 year loan)

IRS Form 4506T is required to be signed and executed during the origination process, and transcript documentation for the most recent two years must be provided in the closed loan file. For self-employed borrowers, this applies to both personal returns and business returns for businesses where borrower has 25% or more ownership and the income from the businesses is being used for qualification).

Form 4506T must also be signed at closing.

Example of Asset Amortization for 30 year loan:

Savings Account Balance \$100,000 (\$100,000 Usable toward calculation) Stock Fund Balance \$100,000 (\$90,000 Usable toward calculation) Mutual Fund Balance \$10,000 (\$9,000 Usable toward calculation)

Total Usable toward calculation = \$199,000/360 = \$552.78 monthly income

Restricted Stock Units (RSUs) are not eligible for income or reserves.

Interest Only

Interest-only payments are allowed on the hybrid ARMs only (i.e., 5/1, 7/1, 10/1) during the fixed rate period of the loan. See *Product Codes* for the appropriate program code.

Interested Party Contributions (IPCs) / Seller Concessions

Interested party contributions (IPCs) are costs that are normally the responsibility of the property purchaser that are paid directly or indirectly by someone else who has a financial interest in, or can influence the terms and the sale or transfer of, the subject property. (FNMA B3-4.1-02)

Interested parties include, but are not limited to, the property seller, the builder/developer, the real estate agent or broker, or an affiliate who may benefit from the sale of the property and/or the sale of the property at the highest price possible. A lender or employer is not considered an interested party to a sales transaction unless it is the property seller or is affiliated with the property seller or another interested party to the transaction.

IPC Limits

Occupancy Type	LTV/CLTV Ratio	Maximum IPC
Principal residence or second home	75.01% - 90%	6%
	75% or less	9%
Investment property	All CLTV ratios	2%

Liabilities

(FNMA B3-6-05)

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<u>Alimony/Child Support/Separate Maintenance Payments</u> – When the borrower is required to pay alimony, child support, or maintenance payments under a divorce decree, separation agreement, or any other written legal agreement – and those payments must continue to be made for more than 10 months – the payments must be considered as part of the borrower's recurring monthly debt obligations. However, voluntary payments do not need to be taken into consideration. (FNMA 3-6-05)

<u>Home Equity Lines of Credit (HELOC)</u> – When a borrower has a home equity line of credit (HELOC) that provides for a monthly payment of principal and interest or interest only, the payment on the HELOC must be considered as part of the borrower's recurring monthly debt obligations. If the HELOC does not require a payment, there is no recurring monthly debt obligation so the lender does not need to develop an equivalent payment amount.

Installment Debt – All installment debt that is not secured by a financial asset—including student loans, automobile loans, and home equity loans—must be considered part of the borrower's recurring monthly debt obligations if there are more than ten monthly payments remaining. Installment loans that are being paid off or paid down to 10 or fewer remaining monthly payments do not need to be included in the borrower's long-term debt (DTI ratio). However, an installment debt with fewer monthly payments remaining also should be considered as a recurring monthly debt obligation if it significantly affects the borrower's ability to meet his or her credit obligations.

<u>Lease Payments</u> – Lease payments must be considered as recurring monthly debt obligations regardless of the number of months remaining on the lease. This is because the expiration of a lease agreement for rental housing or an automobile typically leads to either a new lease agreement, the buyout of the existing lease, or the purchase of a new vehicle or house.

Revolving Charge/Lines of Credit — Revolving charge accounts and unsecured lines of credit are open-ended and should be treated as long-term debts and must be considered part of the borrower's recurring monthly debt obligations. These trade lines include credit cards, department store charge cards, and personal lines of credit. Equity lines of credit secured by real estate should be included in the housing expense. If the credit report does not show a required minimum payment amount and there is no supplemental documentation to support a payment of less than 5%, the lender must use 5% of the outstanding balance as the borrower's recurring monthly debt obligation. If a revolving account balance is to be paid off at or prior to closing, a monthly payment on the current outstanding balance does not need to be included in the borrower's long term debt (DTI ratio). Such accounts do not need to be closed as a condition of excluding the payment from the DTI ratio.

<u>Student Loans</u> – If a monthly student loan payment is provided on the credit report, the lender may use that amount for qualifying purposes. If the credit report does not reflect the correct monthly payment, the lender may use the monthly payment that is on the student loan documentation (the most recent student loan statement) to qualify the borrower.

If the credit report does not provide a monthly payment for the student loan, or if the credit report shows \$0 as the monthly payment, the lender must determine the qualifying monthly payment using one of the options below:

- If the borrower is on an income-driven payment plan, the lender may obtain student loan documentation to verify the actual monthly payment is \$0. The lender may then qualify the borrower with a \$0 payment.
- For deferred loans or loans in forbearance, the lender may calculate:
 - A payment equal to 1% of the outstanding student loan balance (even if this amount is lower than the actual fully amortizing payment), or
 - o A fully amortizing payment using the documented loan repayment terms.

Open 30-day accounts

An open 30-day account may be excluded from debt-to-income ratios so long as borrower has assets to pay the account in full. The verified funds must be in addition to any funds required for closing costs and reserves.

Limitations on Other Real Estate Owned

Loan/Property restrictions per borrower are as follows:

- Borrowers limited to eight (8) loans with Impac not to exceed \$2,000,000.
- If borrower only has one (1) loan with Impac, including the subject property, that loan may exceed \$2 million (up to the guideline maximum herein).
- Borrowers with > 15 financed properties are not eligible for <u>any</u> 2nd home or investment property transactions (purchase, rate/term, or cash-out)
- Borrower may have Impac financing on a maximum of 10% of the properties in a PUD or condominium project.
 - For projects ≤ 10 total units, financing on a maximum of 1 unit is allowed

Impac financing is limited to a maximum overall concentration of 20% in any Florida condominium project. This limitation is per project and not per borrower.

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Listed for Sale / "Recently Listed"	Rate/Term Refinance (per FNMA B2-1.2-02) Subject property must not be currently listed for sale. It must be taken off the market on or before the disbursement date of the new mortgage loan. The borrower must confirm their intent to occupy the subject property (for principal residence transactions).
	Cash-out Refinance (per FNMA B2-1.2-03) Subject property must not be currently listed for sale. It must be taken off the market on or before the disbursement date of the new mortgage loan.
Loan Amount	Minimum loan amount = \$100,000
Loan Modification	If the borrower is refinancing a loan with a prior modification/restructure then credit requirement is increased to 0x30 in the last 12 months for all mortgages. Modification must be complete on the subject loan to be refinanced and borrower is making on time scheduled payments. There is no additional seasoning requirement prior to refinance.
Locking the loan	So day minimum lock term required Loan must be approved prior to lock
Mortgage Insurance	Mortgage insurance is not required
Non-Arm's Length transactions	Non-arm's length transactions are purchase transactions in which there is a relationship or business affiliation between the seller and the buyer of the property. Non-arm's length transactions are allowed for the purchase of existing property. For the purchase of newly constructed properties, if the borrower has a relationship or business affiliation (any ownership interest, or employment) with the builder, developer, or seller of the property, only primary residence is allowed. Mortgage loans on newly constructed homes secured by a second home or investment property where there is a non-arm's length relationship are prohibited. (FNMA 2-1.2-01)
	When tenant is buying from landlord/seller, a Verification of Rent (VOR) from a third party management company is acceptable. If there is no third party management company, provide the most recent 12 months cancelled rent checks or 12 months bank statements (or whatever shorter time period the borrower has been renting)
	Conflict of Interest (Impac overlay) Situations where the borrower has a <u>dual role</u> in the transaction, namely as borrower and as another party in the same transaction are <u>prohibited</u> . These include, but are not limited to, situations where the borrower is also: o The builder o The loan officer on the transaction o The listing agent o Both the listing and selling agent
	Exception: Borrower is allowed to be the selling agent in the transaction where borrower is the purchaser so long as borrower is not also the listing agent.
	Additional conflicts: The owner of a loan brokerage company or a lender may not originate his personal loan with his own company. • The owner must originate with an entirely unrelated company. The employee of a loan brokerage company or a lender may use his employer's company to originate a loan so long as that employee is not involved in the origination process (e.g., underwriter, processor, etc.). • Employee may use Agency Plus program only. A loan officer may have his loan originated within the same company only for the Agency Plus program. • For all other iQM programs, the loan officer must have his loan originated with a different unrelated company
	Note: Gifts of equity are allowed on sales between immediate family members for existing properties only. See <i>Gifts</i> .
Occupancy	Eligible: Primary Residence – 1-4 units
	Second Homes – 1-2 unit only For 2 unit second homes, one unit must be available for the borrower's exclusive use, no rental or time sharing arrangements in the borrower's exclusive unit Must be suitable for year round use

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	 Must be located in a recognized vacation area typical for second home properties (e.g., beach, ski, golf, resort) Must be a reasonable distance from borrower's current owner-occupied property 	
	Investment or Non-Owner Occupied – 1-4 Units	
	Group Homes are only allowed for 1-unit owner occupied primary residence. (Impac overlay)	
Payment Shock	N/A	
Points and Fees	Maximum 5% for loans. The points and fees limitations apply to all occupancy types.	
Power of Attorney	A power of attorney is allowed per FNMA guidelines (See FNMA B8-5-06). Except as otherwise required by applicable law, or unless they are the borrower's relative (or a person who is a fiancé, fiancée, or domestic partner of the borrower), none of the following persons connected to the transaction shall sign the security instrument or note as the attorney-in-fact or agent under a power of attorney: • The lender; • Any affiliate of the lender or any other affiliate of the lender; • The loan originator; • The employer of the loan originator; • Any employee of the employer of the loan originator; • The title insurance company providing the title insurance policy or any affiliate of such title insurance company (including, but not limited to, the title agency closing the loan), or any employee of either such title insurance company or any such affiliate; or • Any real estate agent that has a financial interest in the transaction or any person affiliated with such real estate agent. Power of Attorney (POA) is ineligible for: • Cash-out loans	
Prepayment Penalty	None	
Property Types	Eligible 1-unit single family residences (attached and detached) and PUDs (attached and detached) 2-4 unit properties (within matrix parameters) Condominiums - FNMA Eligible Both FNMA Condo Project Manager (CPM) and FNMA Limited Review are allowed Detached Condo units that are Principal Residences may be processed with Limited Review (See FNMA B4-2.2-03, Limited Review Process for Detached Condo Units) Non-Warrantable Exception: The FNMA investment property concentration limits (i.e., the percentage of nonowner occupied properties within a project) do not apply, and Minimum 50% of units in project (or subject legal phase, considered with prior legal phases) must be sold or under contract. Note: For reference, FNMA (B4-2.2-02) requires that investment property transactions on attached units in established projects (including two-to four-unit projects), have at least 50% of the total units in the project conveyed to principal residence or second home purchasers. This requirement does not apply if the subject mortgage is for a principal residence or second home. Single Entity Ownership Exception: Projects in which a single entity (the same individual, investor group, partnership, or corporation) owns up to and including 25% of the total number of units in the project will be considered on a case by case basis. Note: For reference, the FNMA (B4-2.1-02) acceptable limit is: Projects with 5 to 20 units = 1 units Projects with 5 to 20 units = 2 units Projects with 21 or more units = 10% of total units	
	Limited Review (see B4-2.2-02, Limited Review Process for Attached Condo Units) Limited Review eligibility criteria for <u>attached units</u> differ depending upon the occupancy type and LTV/CLTV/HCLTV ratios, and are as follows:	

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Occupancy Type	Maximum LTV/CLTV/HCLTV
Principal residence	90% (matches FNMA)
Second home	80% (exceeds FNMA)
Investment property	70% (exceeds FNMA)

Note: Mortgages secured by attached units in new condo projects are not eligible for Limited Review.

See the below table for LTV/CLTV/HCLTV restrictions on Limited Review for Florida condominiums. (See FNMA B4-2.2-04)

Florida – Attached Units in Established Condo Projects – Limited Review		
Occupancy Type Maximum LTV/CLTV/HCLTV		
Principal residence	75/90/90%	
Second home	70/75/75% (exceeds FNMA)	
Investment property	Not Eligible	

New or newly converted condo projects in Florida with attached units are <u>not required</u> to be approved by Fannie Mae through the PERS process (B4-1.1-02). Impac will conduct its own review and approval of Florida condo projects. <u>New or newly converted condo projects in Florida are limited to 60% LTV/CLVT/HCLTV.</u> <u>Impac financing is limited to a maximum overall concentration of 20% in any Florida condominium project. This limitation is per project and not per borrower.</u>

Mixed Use properties are allowed per Fannie Mae guidelines (B2-3-04)

(Examples: Business use in addition to residential use, such as property with space aside for a day care facility, a beauty or barber shop, or a doctor's office)

- The property must be a one-unit dwelling that the borrower occupies as a principal residence
- The borrower must be both the owner and the operator of the business
- The property must be primarily residential in nature
- The dwelling may not be modified in a manner that has an adverse impact on its marketability as a residential property

The property must meet appraisal requirements for mixed use properties (B4-1.4-07)

Appraisal must indicate:

- A detailed description of the mixed-use characteristics of the subject property
- That the mixed use of the property is a legal, permissible use of the property under the local zoning requirements
- Any adverse impact on marketability and market resistance to the commercial use of the property
- Market value of the property based on the residential characteristics, rather than of the business use
 or any special business-use modifications that were made.

<u>Ineligible</u>

- Acreage greater than 20 acres (appraisal must include total acreage)
 - Acreage > 20 acres must have acceptable sales comparables of similar size and is reviewed on a case-by-case basis
- Agricultural zoned property
 - Properties with agricultural zoning are considered on a case-by-case basis
- Condo hotel
- Co-ops
- Hobby Farms
- · Income producing properties with acreage
- Leaseholds
- Log Homes (may be eligible on a <u>case-by-case</u> basis)
- Manufactured housing
- Modular homes
- Properties subject to oil and/or gas leases (may be eligible on a <u>case-by-case</u> basis)
- Title may not be held in a business name
- Unique properties
- Working farms, ranches or orchards

Qualifying Rate and Ratios

Qualifying Rate

- 5/1, 7/1, 10/1 ARM Qualify at the greater of the <u>fully-indexed rate*</u> or Note rate
- ARM qualifying ratios are based on a fully amortizing principal and interest payment.
- Interest Only loans qualify at the greater of the <u>fully-indexed rate</u>* or Note rate based on the scheduled remaining loan term at the time of recast after the interest only period has expired.





Fixed Rate loans qualify at the note rate

*Calculate the fully indexed rate by adding the appropriate margin to the current index.

Round the result to the nearest one-eighth of one percentage point (0.125%)

Depending on market conditions and individual loan pricing, the <u>fully indexed rate</u> may be higher or lower than the <u>Note rate</u>.

Example 1:

Loan Amount = \$100,000 Calculate Fully Indexed Rate:

ARM Type = 5/1 ARM Margin + Index: 3.5% + 1.790% = 5.29%

1-Year LIBOR Index = 1.790% Round 5.29% to the nearest 1/8 (.125%) = 5.25%

Margin = 3.5%

Start Rate/Note Rate = 6.25% Fully Indexed Rate = 5.25%

 Since the Note rate is greater than the fully indexed rate, the Note rate of 6.25% is used for qualification purposes.

Interest Only ARM Qualification:

Use the remaining scheduled amortization term *after* the interest only period expires. For a 5/1 Interest Only ARM, the remaining term is 25 years (i.e., 30 - 5 = 25). Using the Start Rate/Note Rate in **Example 1:** \$100,000 @ 6.25%, 25 year amortization = \$659.67 monthly qualifying payment for an Interest Only loan.

Example 2:

Loan Amount = \$100,000 Calculate Fully Indexed Rate:

ARM Type = 5/1 ARM Margin + Index: 4.125% + 1.820% = 5.945% 1-Year LIBOR Index = 1.82% Round 5.945% to the nearest 1/8 (.125%) = 6.00%

Margin = 4.125%

Start Rate/Note Rate = 4.5% Fully Indexed Rate = 6.00%

- Since the fully indexed rate is greater than the Note rate, the fully indexed rate of 6.00% is used for qualification purposes.
- Using the fully indexed rate in Example 2: \$100,000 @ 6.00%, 25 year remaining term for amortization = \$644.31 monthly qualifying payment for an interest only loan.

DTI Ratio

- Maximum DTI is 50%
 - DTI > 50% ≤ 55% may be allowed with the following conditions:
 - Minimum 680 credit score
 - Maximum 75% LTV
 - Minimum 1 year (12 months) reserves required
 - Purchase and Rate/Term refinance only
 - No waiving of reserves
- For loans with DTI > 43% underwriter may require additional reserves based on borrower's residual
 income after total debt payments. Refer to VA residual income requirements. See VA Residual Income
 Calculation and VA Residual Income Tables. Maximum increase of six (6) months reserves. Additional
 reserves are not required if the residual income exceeds the table amount by over 20%.
- Section 35 Higher Priced Mortgage Loans (HPMLs) will be allowed subject to mandatory impound account for 5 years and no property flipping. See Higher Priced Mortgage Loan (HPML).

HELOC - Debt to Income (DTI) qualification

When subordinated financing in the form of a HELOC is used, if the HELOC provides for a monthly payment, use the principal and interest or interest only payment being made (usually this is on the drawn amount of the HELOC). If no payment is being made, then there is no need to include a payment in the DTI calculation.

Reserves

Cash out from the subject transaction may be used toward the reserve requirement.

Loan Amount	Required Reserves
≤ \$1,000,000	3 months
> \$1,000,000 < \$2,000,000	6 months
≥ \$2,000,000	12 months

- For Refinances Only: For loan amounts ≤ \$679,650, required reserves (above) may be waived when all borrowers have 0x30x12 VOM/VOR and payment on new loan is decreasing. In addition, the borrower(s) must not have any history of bankruptcy, foreclosure, short sale, or deed-in-lieu in order to waive reserves.
- When the subject property loan amount is > \$679,650 there is no waiving of reserves





	Additional reserves for each financed property (other than subject): One month PITIA for each additional financed property. PITIA calculated using the actual mortgage payment (PITIA) of the "other" property for each additional property. Reserves for financed properties with a recent 12 month paid-as-agreed history may be waived except when the subject property loan amount is > \$679,650. When the subject property loan amount is > \$679,650 there is no waiving of reserves. Reserves for financed properties acquired within the 12 months prior to application cannot be waived PITIA is the monthly housing expense for a property and includes the following: Principal and interest (P&I); Hazard, flood, and mortgage insurance premiums (as applicable); Real estate taxes; Ground rent; Special assessments; Any owners' association dues (including utility charges that are attributable to the common areas, but excluding any utility charges that apply to the individual unit); Any monthly co-op corporation fee (less the pro rate share of the master utility charges for servicing individual units that is attributable to the borrower's unit); Any subordinate financing payments on mortgages secured by the subject property. See Business Funds for eligibility. Cash value of a vested life insurance policy may be used for reserves. When used for reserves the cash value must be documented but does not need to be liquidated or received by the borrower.
Subordinate Financing	Subordinate financing must have regular monthly payments at market interest rate that cover at least the interest
outeramate i maneing	due so that negative amortization does not occur.
	Financing provided by the property seller is allowed for <u>arm's-length transactions only</u> in accordance with FNMA guidelines and program CLTV limits. If financing provided by the seller is more than 2% below current standard rates for second mortgage, the subordinate financing must be considered a sales concession and the subordinate financing amount must be deducted from the sales price.
	Subordinate financing that does not fully amortize under a level monthly payment plan where the maturity or balloon payment date is less than five years after the note date of the new first mortgage is unacceptable. An exception may be made when the amount of the subordinate debt is minimal relative to the borrower's financial assets and/or credit profile (FNMA B2-1.1-04)
	See Qualifying Rate and Ratios for HELOC qualification.
Temporary Buydown	Not allowed
Texas Section 50(a)(6) Equity Cash Out	Allowed Note: Interest Only is prohibited on a Texas Section 50(a)(6) Equity Cash Out loan
Title / Vesting	Inter Vivos Revocable Trust (must meet requirements of FNMA B2-2-05)
-	 Title insurance policy must state that title to the security property is vested in the trustee(s) of the inter vivos revocable trust The title insurance policy may not list any exceptions with respect to the trustee(s) holding title to the security property or to the trust. Title to the security property is vested solely in the trustee(s) of the inter vivos revocable trust, jointly in the trustee(s) of the inter vivos revocable trust and in the name(s) of the individual borrower(s), or in the trustee(s) of more than one inter vivos revocable trust. A power of attorney is not allowed when signing mortgage documents related to an inter vivos trust.
Underwriting	ALL LOANS: All loans submitted on the iQM Agency Plus program must be run through Desktop Underwriter (DU). A copy of the DU Findings must be included in the file. For loans ≤ \$453,100 that receive an Approve recommendation (e.g., Approve/Eligible, Approve/Ineligible), Desktop Underwriter has determined that the borrower's credit reputation is acceptable. Follow DU credit and income documentation. For loan amounts > \$453,100 and/or for any other DU recommendation the underwriter must thoroughly evaluate the borrower's credit reputation in accordance with the requirements set forth in this section and document accordingly. Minimum credit score of 600 applies to all borrowers.
	The following DU recommendations are acceptable to proceed with manual underwriting:
4/20/40	Approve/Eligible

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 Loan has a foreclosure or short sale/deed in lieu outside of Fannie Mae requirements (DU may not be picking up the correct dates)

Approve/Ineligible

- Due to loan amount size
- o Excessive DTI (Must be below the 50% maximum per iQM guidelines
- Short sale/deed-in-lieu or foreclosure outside of Fannie Mae requirements
- Cash out when borrower has > 5 properties and subject is second home or investment
- Loan has an interest only feature
- Borrower has > four financed properties and the subject is a second home or investment property and the credit score is <720 and/or borrower is receiving cash out.

· Refer with Caution

o Foreclosure or shortsale/deed-in-lieu

Loans must be <u>manually underwritten</u> and fully documented. For loan amounts > \$453,100 and/or for any other DU recommendation the underwriter must thoroughly evaluate the borrower's credit reputation and document borrower's ability to repay.

Ability to Repay must be documented as follows:

All loans must be underwritten in compliance with the Ability to Repay standards set forth in 1026.43. For additional topics not specifically or fully addressed by 1026.43 guidance or herein, Fannie Mae underwriting guidelines should be followed

Underwriter may request a copy of any inspection where repairs or remediation (monetary or other) are specified in a purchase contract, regardless of whether repairs have been completed.

The underwriter must be comfortable that the borrower is able to repay the loan and that belief must be supported by information from independent third parties. All factors in the loan file must be viewed in totality to reach this conclusion.

Non-arm's-length and conflict of interest transactions are allowed with restrictions. See *Non-Arm's Length Transactions* for additional information.

Guideline Variance \ Exceptions:

Minor exceptions to guidelines may be considered on a case by case basis. Compensating factors include, in order of importance:

- Loan to value ratio (LTV)
- Reserves well above the program requirement (prior to any cash out)
- Credit profile (depth of credit) and credit score
- Length of employment in same occupation/business (long term employment stability)
- Debt to income ratio (DTI)
- Reduction in new housing expense vs. existing housing expense (15% or greater reduction)
- Other compensating factors not listed above

All exceptions must be submitted per the Impac Exception Policy, approved by Underwriting Senior Management, Warehouse Lending and Capital Markets.

Underwriters should:

Make a sound risk assessment of the resources of the applicant before finalizing the loan. An
underwriter has the discretion to require any additional documentation they feel is appropriate and
reasonable to support that assessment, up to and including personal and business tax returns.

Impac Underwriting Manager review and signature is required for loan amounts > \$1,000,000. Impac Senior Credit Committee member must review and sign for loan amounts ≥ \$2,000,000.

Loans must be manually underwritten. Defer to FNMA Selling Guide for underwriting issues not addressed in this matrix.

File must include title commitment with 24 months title history.

VA Residual Income Calculation

Use VA Form 26-6393 *Loan Analysis* to calculate residual income. http://www.vba.va.gov/pubs/forms/VBA-26-6393-ARE.pdf

- Calculate the total gross monthly income of all occupying borrowers.
 (Note: Do not gross up non-taxable income for the residual income calculation)
- 2. Deduct from gross monthly income:
 - a. State income tax
 - b. Federal income tax

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- c. Municipal or other income tax
- d. Retirement or Social Security tax
- e. Proposed total monthly fixed payment (total mortgage payment + all recurring monthly obligations)
- f. Estimated maintenance and utilities (use \$0.14 per square foot of gross living area)
- g. Job related expenses (if applicable Employee Business Expense from IRS Form 2106)
- Subtract the sum of the deductions above from the total gross monthly income of all occupying borrowers. The balance is residual income.

Compensating Factor

Residual income may be cited as a compensating factor provided it can be documented and it is at least equal to the applicable amounts for household size and geographic region found on the *Table of Residual Incomes by Region*.

To use residual income as a compensating factor, count all members of the household of the occupying borrowers without regard to the nature of their relationship and without regard to whether they are joining on title or the note.

From the table, select the applicable loan amount, region and household size. If residual income equals or exceeds the corresponding amount on the table, it may be cited as a compensating factor.

Exception:

The lender may omit any individuals from "family size" who are fully supported from a source of verified income which is not included in effective income in the loan analysis. These individuals must voluntarily provide sufficient documentation to verify their income to qualify for this exception.

VA Residual Income Tables (VA Lender Manual Chapter 4.9)

Table of Residual Incomes by Region for Loan Amounts of \$100,000 and above					
Family Size	Northeast	Midwest	South	West	
1	\$450	\$441	\$441	\$491	
2	\$755	\$738	\$738	\$823	
3	\$909	\$889	\$889	\$990	
4	\$1,025	\$1,003	\$1,003	\$1,117	
5	\$1,062	\$1,039	\$1,039	\$1,158	
Over 5	Add \$80 for each	h additional member ι	ıp to a family of seven).	

	Key to Geographic Region	s Used in the Preceding	Tables
	Connecticut	New Hampshire	Pennsylvania
Northeast	Maine	New Jersey	Rhode Island
	Massachusetts	New York	Vermont
	Illinois	Michigan	North Dakota
Midwest	Indiana	Minnesota	Ohio
Midwest	Iowa	Missouri	South Dakota
	Kansas	Nebraska	Wisconsin
	Alabama	Kentucky	Puerto Rico
	Arkansas	Louisiana	South Carolina
South	Delaware	Maryland	Tennessee
South	District of Columbia	Mississippi	Texas
	Florida	North Carolina	Virginia
	Georgia	Oklahoma	West Virginia
	Alaska	Hawaii	New Mexico
	Arizona	Idaho	Oregon
West	California	Montana	Utah
	Colorado	Nevada	Washington
			Wyoming

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EXHIBIT A

Borrower Affirmation

te:					
an N	0				
rowe	er Name:				
1.	I understand that my monthly payment on this loan will be as follows: Fixed Mortgage For years My monthly payment is \$ Adjustable Rate Mortgage For the first years My monthly payment is \$ I understand my payment may adjust (more than once) after the first years.				
2.	I understand the checked items below on this property will be approximately this amount per month \$ Property taxes Hazard Insurance Flood Insurance Mortgage Insurance				
	The checked items above will be impounded.				
	The items not checked will not be impounded; and if not impounded I am responsible to pay them directly.				
3.	I believe I can afford to make the monthly payment on the loan.				
4.	I am not aware of anything in the future that will affect my ability to make this loan payment.				
5.	If my loan program did not require that I submit my prior tax returns, I understand that if I had provided additional verifiable documentation of my income, such as my tax returns or W-2 wage statements or othe documentation deemed necessary to support my income, I may have been able to qualify for a loan with different loan terms or conditions such as a lower interest rate.				
NC	TE: If there is a discrepancy between the terms in this document and the actual loan documents, the term of the loan documents prevail.				
	ertify that the above information and the information on the final Uniform Residential Loan Application (Form 03) is true and correct as of this day and that it represents an accurate picture of my financial status.				
Bo	rrower name Borrower name				
20	Dollowof Hamo				
Bo	rrower name Borrower name				
C-000	07 (Borrower Affirmation – Agency and Alternative Bank Statements v2- Rev 03/16)				

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