

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 10-Q

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

FOR THE QUARTERLY PERIOD ENDED: SEPTEMBER 30, 2015

OR

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

FOR THE TRANSITION PERIOD FROM _____ TO _____

COMMISSION FILE NUMBER: 1-33796

CHIMERA INVESTMENT CORPORATION

(Exact name of Registrant as specified in its Charter)

MARYLAND
(State or other jurisdiction of incorporation or organization)

26-0630461
(IRS Employer Identification No.)

520 Madison Avenue
32nd Floor
NEW YORK, NEW YORK
(Address of principal executive offices)

10022
(Zip Code)

(212) 626 2300
(Registrant's telephone number, including area code)

Indicate by check mark whether the Registrant (1) has filed all documents and reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days:

Yes No

Indicate by check mark whether the Registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes No

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the last practicable date:

Class	Outstanding at October 30, 2015
Common Stock, \$.01 par value	189,014,165

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CHIMERA INVESTMENT CORPORATION
CONSOLIDATED STATEMENTS OF FINANCIAL CONDITION
(dollars in thousands, except share and per share data)
(Unaudited)

	September 30, 2015	December 31, 2014
Assets:		
Cash and cash equivalents	\$ 40,097	\$ 164,620
Non-Agency RMBS, at fair value	3,789,967	3,404,149
Agency RMBS, at fair value	6,514,728	8,441,522
Securitized loans held for investment, net of allowance for loan losses of \$0 million and \$7 million, respectively	-	626,112
Securitized loans held for investment, at fair value	5,281,652	4,699,215
Receivable for investments sold	57,680	1,572,056
Accrued interest receivable	69,774	71,099
Other assets	173,512	172,601
Derivatives, at fair value, net	12,235	3,631
Total assets ⁽¹⁾	\$ 15,939,645	\$ 19,155,005
Liabilities:		
Repurchase agreements, RMBS (\$8.5 billion and \$9.3 billion pledged as collateral, respectively)	\$ 7,150,821	\$ 8,455,381
Securitized debt, collateralized by Non-Agency RMBS (\$2.2 billion and \$2.5 billion pledged as collateral, respectively)	571,853	704,915
Securitized debt, collateralized by loans held for investment (\$0 million and \$626 million pledged as collateral, respectively)	-	521,997
Securitized debt at fair value, collateralized by loans held for investment (\$5.3 billion and \$4.7 billion pledged as collateral, respectively)	4,221,295	3,868,366
Payable for investments purchased	715,512	1,845,282
Accrued interest payable	39,842	31,888
Dividends payable	91,383	92,483
Accounts payable and other liabilities	11,516	2,469
Investment management fees payable	3,992	10,357
Derivatives, at fair value	14,714	14,177
Total liabilities ⁽¹⁾	12,820,928	15,547,315
Commitments and Contingencies (See Note 16)		
Stockholders' Equity:		
Preferred Stock: par value \$0.01 per share; 100,000,000 shares authorized, 0 shares issued and outstanding, respectively	\$ -	\$ -
Common stock: par value \$0.01 per share; 300,000,000 shares authorized, 190,394,216 and 205,546,144 shares issued and outstanding, respectively	10,163	10,275
Additional paid-in-capital	3,394,637	3,606,191
Accumulated other comprehensive income	935,248	1,046,680
Accumulated deficit	(1,221,331)	(1,055,456)
Total stockholders' equity	\$ 3,118,717	\$ 3,607,690
Total liabilities and stockholders' equity	\$ 15,939,645	\$ 19,155,005

(1) The Company's consolidated statements of financial condition include assets of consolidated variable interest entities ("VIEs") that can only be used to settle obligations and liabilities of the VIE for which creditors do not have recourse to the primary beneficiary (Chimera Investment Corp.). As of September 30, 2015 and December 31, 2014, total assets of consolidated VIEs were \$7,649,737 and \$7,924,232, respectively, and total liabilities of consolidated VIEs were \$4,806,481 and \$5,111,348, respectively. See Note 8 for further discussion.

See accompanying notes to consolidated financial statements.

CHIMERA INVESTMENT CORPORATION
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME
(dollars in thousands, except share and per share data)
(Unaudited)

	For the Quarter Ended		For the Nine Months Ended	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
Net Interest Income:				
Interest income ⁽¹⁾	\$ 211,876	\$ 190,355	\$ 670,825	\$ 445,340
Interest expense ⁽²⁾	67,910	38,886	194,410	81,991
Net interest income	143,966	151,469	476,415	363,349
Other-than-temporary impairments:				
Total other-than-temporary impairment losses	(3,129)	(726)	(6,389)	(4,939)
Portion of loss recognized in other comprehensive income	(14,703)	(1,264)	(46,359)	(3,932)
Net other-than-temporary credit impairment losses	(17,832)	(1,990)	(52,748)	(8,871)
Other investment gains (losses):				
Net unrealized gains (losses) on derivatives	(71,540)	12,975	20,543	(11,720)
Realized gains (losses) on terminations of interest rate swaps	-	-	(99,703)	-
Net realized gains (losses) on derivatives	(21,160)	(23,152)	(80,023)	(48,692)
Net gains (losses) on derivatives	(92,700)	(10,177)	(159,183)	(60,412)
Net unrealized gains (losses) on financial instruments at fair value	(40,955)	162,921	(88,640)	183,722
Net realized gains (losses) on sales of investments	3,539	64,107	42,789	68,145
Gain on deconsolidation	-	-	-	47,846
Gains (losses) on Extinguishment of Debt	(19,915)	-	(14,836)	(2,184)
Total other gains (losses)	(150,031)	216,851	(219,870)	237,117
Other expenses:				
Management fees	4,088	9,381	24,610	21,873
Expense recoveries from Manager	(1,140)	(1,975)	(6,905)	(4,820)
Net management fees	2,948	7,406	17,705	17,053
Compensation and benefits	3,955	-	4,482	-
General and administrative expenses	8,534	2,538	22,028	11,996
Servicing Fees of consolidated VIEs	6,499	2,589	19,276	3,610
Deal Expenses	2,426	-	5,337	-
Other (income) expense	-	(23,783)	-	(23,783)
Total other expenses	24,362	(11,250)	68,828	8,876
Income (loss) before income taxes	(48,259)	377,580	134,969	582,719
Income taxes	-	-	-	2
Net income (loss)	\$ (48,259)	\$ 377,580	\$ 134,969	\$ 582,717
Net income (loss) per share available to common shareholders:				
Basic	\$ (0.24)	\$ 1.85	\$ 0.65	\$ 2.85
Diluted	\$ (0.24)	\$ 1.85	\$ 0.65	\$ 2.85
Weighted average number of common shares outstanding:				
Basic	197,787,858	205,436,676	202,891,610	205,443,605
Diluted	197,875,408	205,501,776	202,979,160	205,508,748
Comprehensive income (loss):				
Net income (loss)	\$ (48,259)	\$ 377,580	\$ 134,969	\$ 582,717
Other comprehensive income:				
Unrealized gains (losses) on available-for-sale securities, net	16,512	(74,155)	(121,142)	63,995
Reclassification adjustment for net losses included in net income for other-than-temporary credit impairment losses	17,832	1,990	52,748	8,871
Reclassification adjustment for net realized losses (gains) included in net income	(3,903)	(62,477)	(43,038)	(70,817)
Reclassification adjustment for gain on deconsolidation included in net income	-	-	-	(47,846)
Other comprehensive income (loss)	30,441	(134,642)	(111,432)	(45,797)
Comprehensive income (loss)	\$ (17,818)	\$ 242,938	\$ 23,537	\$ 536,920

(1) Includes interest income of consolidated VIEs of \$142,053 and \$103,742 for the quarters ended September 30, 2015 and 2014, respectively.
Includes interest income of consolidated VIEs of \$439,571 and \$274,215 for the nine months ended September 30, 2015 and 2014, respectively.

See Note 8 for further discussion.

- (2) Includes interest expense of consolidated VIEs of \$50,837 and \$28,984 for the quarters ended September 30, 2015 and 2014, respectively.
Includes interest expense of consolidated VIEs of \$148,017 and \$66,859 for the nine months ended September 30, 2015 and 2014, respectively.
See Note 8 for further discussion.

See accompanying notes to consolidated financial statements.

CHIMERA INVESTMENT CORPORATION
CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
(dollars in thousands, except per share data)
(Unaudited)

	Common Stock Par Value	Additional Paid-in Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Total
Balance, December 31, 2013	\$ 10,272	\$ 3,605,241	\$ 990,803	\$ (1,274,806)	\$ 3,331,510
Net income (loss)	-	-	-	582,717	582,717
Cumulative effect of accounting change (1)	-	-	-	-	-
Other comprehensive income (loss)	-	-	(45,797)	-	(45,797)
Proceeds from restricted stock grants	1	165	-	-	166
Common dividends declared, \$1.35 per share	-	-	-	(277,370)	(277,370)
Balance, September 30, 2014	\$ 10,273	\$ 3,605,406	\$ 945,006	\$ (969,459)	\$ 3,591,226
Balance, December 31, 2014	\$ 10,275	\$ 3,606,191	\$ 1,046,680	\$ (1,055,456)	\$ 3,607,690
Net income (loss)	-	-	-	134,969	134,969
Cumulative effect of accounting change (1)	-	-	-	(12,137)	(12,137)
Other comprehensive income (loss)	-	-	(111,432)	-	(111,432)
Proceeds from restricted stock grants	2	944	-	-	946
Repurchase of common stock	(114)	(212,498)	-	-	(212,612)
Common dividends declared, \$1.44 per share	-	-	-	(288,707)	(288,707)
Balance, September 30, 2015	\$ 10,163	\$ 3,394,637	\$ 935,248	\$ (1,221,331)	\$ 3,118,717

- (1) Adoption of ASU No. 2014-13, *Measuring the Financial Assets and the Financial Liabilities of a Consolidated Collateralized Financing Entity*. See Note 2(p), Recent Accounting Pronouncements for further discussion.

See accompanying notes to consolidated financial statements.

CHIMERA INVESTMENT CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS

(dollars in thousands)
(Unaudited)

	For the Nine Months Ended	
	September 30, 2015	September 30, 2014
Cash Flows From Operating Activities:		
Net income	\$ 134,969	\$ 582,717
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
(Accretion) amortization of investment discounts/premiums, net	(3,425)	(51,284)
Accretion (amortization) of deferred financing costs and securitized debt discounts/premiums, net	11,554	9,455
Net unrealized losses (gains) on derivatives	(20,543)	11,720
Net realized losses (gains) on option contracts settled	-	1,246
Proceeds (payments) for derivative sales and settlements	(12,327)	(1,076)
Margin (paid) received on derivatives	30,911	(111,904)
Net unrealized losses (gains) on financial instruments at fair value	88,640	(183,722)
Net realized losses (gains) on sales of investments	(42,789)	(68,145)
Gain on deconsolidation	-	(47,846)
Net other-than-temporary credit impairment losses	52,748	8,871
(Gain) loss on extinguishment of debt	14,836	2,184
Provision for loan losses, net	-	(112)
Equity-based compensation expense	946	169
Changes in operating assets:		
Decrease (increase) in accrued interest receivable, net	1,325	(39,698)
Decrease (increase) in other assets	(13,540)	5,472
Changes in operating liabilities:		
Increase (decrease) in accounts payable and other liabilities	9,047	(1,197)
Increase (decrease) in investment management fees and expenses payable to affiliate	(6,365)	2,882
Increase (decrease) in accrued interest payable, net	7,954	35,649
Net cash provided by (used in) operating activities	\$ 253,941	\$ 155,381
Cash Flows From Investing Activities:		
Agency RMBS portfolio:		
Purchases	\$ (3,452,119)	\$ (7,456,073)
Sales	4,780,881	1,910,389
Principal payments	888,591	267,809
Non-Agency RMBS portfolio:		
Purchases	(792,408)	(316,728)
Sales	109,999	510,968
Principal payments	280,867	246,239
Securitized loans held for investment:		
Purchases	(281,811)	-
Principal payments	533,628	139,809
Acquisition of investments in consolidated VIEs	(109,872)	(774,350)
Net cash provided by (used in) investing activities	\$ 1,957,756	\$ (5,471,937)
Cash Flows From Financing Activities:		
Proceeds from repurchase agreements	\$ 32,627,948	\$ 17,795,611
Payments on repurchase agreements	(33,932,508)	(11,616,008)
Payments on repurchase of common stock	(212,612)	-
Payment of deferred financing costs	-	-
Proceeds from securitized debt borrowings, collateralized by loans held for investment	1,064,789	128,173
Payments on securitized debt borrowings, collateralized by loans held for investment	(1,456,021)	(144,183)
Payments on securitized debt borrowings, collateralized by Non-Agency RMBS	(138,009)	(144,138)
Repurchase of securitized debt borrowings, collateralized by Non-Agency RMBS	-	(56,072)
Common dividends paid	(289,807)	(482,813)
Net cash provided by (used in) financing activities	\$ (2,336,220)	\$ 5,480,570
Net increase (decrease) in cash and cash equivalents	\$ (124,523)	\$ 164,014
Cash and cash equivalents at beginning of period	\$ 164,620	\$ 77,629
Cash and cash equivalents at end of period	\$ 40,097	\$ 241,643
Supplemental disclosure of cash flow information:		
Interest received	\$ 668,725	\$ 353,825
Interest paid	\$ 198,010	\$ 36,887
Management fees and expenses paid	\$ 30,975	\$ 18,991
Non-cash investing activities:		

Receivable for investments sold	\$	57,680	\$	-
Payable for investments purchased	\$	715,512	\$	848,131
Net change in unrealized gain (loss) on available-for sale securities	\$	(111,432)	\$	(45,797)

Acquisition of investments in consolidated VIEs

Securitized loans held for investment, at fair value	\$	295,225	\$	4,722,825
Other assets	\$	-	\$	84,830
Securitized debt at fair value	\$	185,353	\$	4,033,304

Non-cash financing activities:

Common dividends declared, not yet paid	\$	91,383	\$	92,461
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See accompanying notes to consolidated financial statements.

CHIMERA INVESTMENT CORPORATION
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Organization

Chimera Investment Corporation (the “Company”) was organized in Maryland on June 1, 2007. The Company commenced operations on November 21, 2007 when it completed its initial public offering. The Company elected to be taxed as a real estate investment trust (“REIT”) under the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder (the “Code”).

The Company conducts its operations through various subsidiaries including subsidiaries it treats as taxable REIT subsidiaries (“TRS”). 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 currently has six direct subsidiaries: Chimera RMBS Whole Pool LLC, and Chimera RMBS LLC, both qualified REIT subsidiaries (“QRS”) formed in June 2009; CIM Trading Company LLC (“CIM Trading”), a TRS formed in July 2010; Chimera Funding TRS LLC, a wholly-owned TRS formed in October 2013, Chimera CMBS Whole Pool LLC, a QRS formed in March 2015; and Chimera Insurance Company, LLC, a wholly-owned TRS formed in July 2015.

Until August 5, 2015, the Company was externally managed by a whole-owned subsidiary of Annaly Capital Management, Inc. (“Annaly”), Fixed Income Discount Advisory Company (“FIDAC” or “Manager”) under the terms of a management agreement (“Management Agreement”). On August 5, 2015, the Company announced it had internalized its management and would continue to be led by its key professionals. In connection with the internalization, the Company and FIDAC agreed to terminate the Management Agreement, without the payment of a termination fee effective immediately. As part of the termination, the Company entered into a transition services agreement with FIDAC through the end of 2015 (the “Transition Services Agreement”).

In addition, during the third quarter, the Company purchased the 4.4% stake (approximately 9 million shares) in the Company held by Annaly for \$126.4 million (\$14.05 per share) as a part of the new \$250 million share repurchase program (“Repurchase Program”) authorized by the Company’s Board.

2. Summary of the Significant Accounting Policies

(a) Basis of Presentation and Consolidation

The accompanying consolidated financial statements and related notes of the Company have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”). In the opinion of management, all adjustments considered necessary for a fair presentation of the Company’s financial position, results of operations and cash flows have been included. Certain prior year amounts have been reclassified to conform to the current year’s presentation. All per share amounts, common shares outstanding and restricted shares for the third quarter of 2015 and all prior periods reflect the Company’s 1-for-5 reverse stock split, which was effective April 6, 2015.

The consolidated financial statements include, on a consolidated basis, the Company’s accounts, the accounts of its wholly-owned subsidiaries, and variable interest entities (“VIEs”) in which the Company is the primary beneficiary. All intercompany balances and transactions have been eliminated in consolidation.

The Company uses securitization trusts considered to be VIEs in its securitization and re-securitization transactions. VIEs are defined as entities in which equity investors (i) do not have the characteristics of a controlling financial interest, or (ii) do not have sufficient equity at risk for the entity to finance its activities without additional subordinated financial support from other parties. The entity that consolidates a VIE is known as its primary beneficiary, and is generally the entity with (i) the power to direct the activities that most significantly impact the VIEs’ economic performance, and (ii) the right to receive benefits from the VIE or the obligation to absorb losses of the VIE that could be significant to the VIE. For VIEs that do not have substantial on-going activities, the power to direct the activities that most significantly impact the VIEs’ economic performance may be determined by an entity’s involvement with the design and structure of the VIE.

The trusts are structured as pass through entities that receive principal and interest on the underlying collateral and distribute those payments to the certificate holders. The assets held by the securitization entities are restricted in that they can only be used to fulfill the obligations of the securitization entity. The Company's risks associated with its involvement with these VIEs are limited to its risks and rights as a certificate holder of the bonds it has retained. There have been no recent changes to the nature of risks associated with the Company's involvement with VIEs.

Determining the primary beneficiary of a VIE requires significant judgment. The Company determined that for the securitizations it consolidates, its ownership of substantially all subordinate interests provides the Company with the obligation to absorb losses or the right to receive benefits from the VIE that could be significant to the VIE. In addition, the Company has the power to direct the activities of the VIEs that most significantly impact the VIEs' economic performance ("power") such as rights to direct servicer activity or the Company was determined to have power in connection with its involvement with the purpose and design of the VIE.

The Company's interest in the assets held by these securitization vehicles, which are consolidated on the Company's Statements of Financial Condition, is restricted by the structural provisions of these entities, and a recovery of the Company's investment in the vehicles will be limited by each entity's distribution provisions. The liabilities of the securitization vehicles, which are also consolidated on the Company's Statements of Financial Condition, are non-recourse to the Company, and can generally only be satisfied from each securitization vehicle's respective asset pool.

The securitization entities are comprised of senior classes of residential mortgage backed securities ("RMBS") and residential mortgage loans. See Notes 3, 4 and 8 for further discussion of the characteristics of the securities and loans in the Company's portfolio.

(b) Statements of Financial Condition Presentation

The Company's Consolidated Statements of Financial Condition include both the Company's direct assets and liabilities and the assets and liabilities of consolidated securitization vehicles. Assets of each consolidated VIE can only be used to satisfy the obligations of that VIE, and the liabilities of consolidated VIEs are non-recourse to the Company. The Company is not obligated to provide, nor does it intend to provide, any financial support to these consolidated securitization vehicles. The notes to the consolidated financial statements describe the Company's direct assets and liabilities and the assets and liabilities of consolidated securitization vehicles. See Note 8 for additional information related to the Company's investments in consolidated securitization vehicles.

(c) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and cash deposited overnight in money market funds, which are not bank deposits and are not insured or guaranteed by the Federal Deposit Insurance Corporation. There were no restrictions on cash and cash equivalents at September 30, 2015 and December 31, 2014.

(d) Agency and Non-Agency Mortgage-Backed Securities

The Company invests in mortgage backed securities ("MBS") representing interests in obligations backed by pools of mortgage loans. The Company delineates between Agency MBS and Non-Agency MBS as follows: Agency MBS are mortgage pass-through certificates, collateralized mortgage obligations ("CMOs"), and other MBS representing interests in or obligations backed by pools of mortgage loans issued or guaranteed by agencies of the U.S. Government, such as Ginnie Mae, or federally chartered corporations such as Freddie Mac or Fannie Mae where principal and interest repayments are guaranteed by the respective agency of the U.S. Government or federally chartered corporation. Non-Agency RMBS are not issued or guaranteed by a U.S. Government Agency or other institution and are subject to credit risk. Repayment of principal and interest on Non-Agency RMBS is subject to the performance of the mortgage loans or MBS collateralizing the obligation.

The Company also invests in Interest Only Agency MBS strips and Non-Agency RMBS strips ("IO MBS strips"). IO MBS strips represent the Company's right to receive a specified proportion of the contractual interest flows of the collateral. Interest income on IO MBS strips is accrued based on the outstanding notional balance and the security's contractual terms, and amortization of any premium is calculated in accordance with the Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 325-40, *Beneficial Interests in Securitized Financial Assets* ("ASC 325-40"). The Company accounts for IO MBS strips at fair value with changes in fair value recognized in the Company's Consolidated Statements of Operations and Comprehensive Income.

The Company classifies the majority of its MBS as available-for-sale and records investments at estimated fair value as described in Note 5 of these consolidated financial statements. The Company includes unrealized gains and losses considered to be temporary on all MBS in Other comprehensive income (“OCI”) in the Consolidated Statements of Operations and Comprehensive Income. For IO strips and certain other MBS investments, the Company has elected the fair value option and these investments are recorded at estimated fair value and all unrealized gains and losses are included in earnings in the Consolidated Statements of Operations and Comprehensive Income. From time to time, as part of the overall management of its portfolio, the Company may sell any of its investments and recognize a realized gain or loss as a component of earnings in the Consolidated Statements of Operations and Comprehensive Income utilizing the average cost method.

The Company’s accounting policy for interest income and impairment related to its MBS is as follows:

Interest Income Recognition

The recognition of interest income on MBS securities varies depending on the characteristics of the security as follows:

Agency MBS and Non-Agency RMBS of High Credit Quality

FASB ASC 310-20, *Nonrefundable Fees and Other Costs* (“ASC 310-20”) is applied to the recognition of interest income for the following securities:

- Agency MBS
- Non-Agency RMBS that meet all of the following conditions at the acquisition date (referred to hereafter as “Non-Agency RMBS of High Credit Quality”):
 1. Rated AA or higher by a nationally recognized credit rating agency using the lowest rating available.
 2. The Company expects to collect all of the security’s contractual cash flows.
 3. The security cannot be contractually prepaid such that the Company would not recover substantially all of its recorded investment.

Under ASC 310-20, interest income, including premiums and discounts associated with the acquisition of these securities, is recognized over the life of such securities using the interest method based on the contractual cash flows of the security. In applying the interest method, the Company considers estimates of future principal prepayments in the calculation of the effective yield. Differences that arise between previously anticipated prepayments and actual prepayments received, as well as changes in future prepayment assumptions, result in a recalculation of the effective yield on the security on a quarterly basis. This recalculation results in the recognition of an adjustment to the carrying amount of the security based on the revised prepayment assumptions and a corresponding increase or decrease in reported interest income.

Non-Agency RMBS Not of High Credit Quality

Non-Agency RMBS purchased at a discount and not of high credit quality at the time of purchase are accounted for under ASC 310-30, *Loans and Debt Securities Acquired with Deteriorated Credit Quality* (“ASC 310-30”) or ASC 325-40 (referred to hereafter as “Non-Agency RMBS Not of High Credit Quality”).

Non-Agency RMBS are accounted for under ASC 310-30 if the following conditions are met as of the acquisition date:

1. There is evidence of deterioration in credit quality of the security from its inception.
2. It is probable that the Company will be unable to collect all contractual cash flows of the security.

Non-Agency RMBS that are not within the scope of ASC 310-30 are accounted for under ASC 325-40 if at the acquisition date:

1. The security is not of high credit quality (defined as rated below AA or is unrated), or
2. The security can contractually be prepaid or otherwise settled in such a way that the Company would not recover substantially all of its recorded investment.

Interest income on Non-Agency RMBS Not of High Credit Quality is recognized using the interest method based on management's estimates of cash flows expected to be collected. The effective interest rate on these securities is based on management's estimate for each security of the projected cash flows, which are estimated based on observation of current market information and include assumptions related to fluctuations in prepayment speeds and the timing and amount of credit losses. On a quarterly basis, the Company reviews and, if appropriate, makes adjustments to its cash flow projections based on inputs and analyses received from external sources, internal models, and the Company's judgments about prepayment rates, the timing and amount of credit losses, and other factors. Changes in the amount or timing of cash flows from those originally projected, or from those estimated at the last evaluation date, are considered to be either positive changes or adverse changes. For securities accounted for under ASC 325-40, any positive or adverse change in cash flows that does not result in the recognition of an other-than-temporary impairment ("OTTI") results in a prospective increase or decrease in the effective interest rate used to recognize interest income. For securities accounted for under ASC 310-30, only significant positive changes are reflected prospectively in the effective interest rate used to recognize interest income. Adverse changes in cash flows expected to be collected are generally treated consistently for MBS accounted for under ASC 325-40 and ASC 310-30, and generally result in recognition of an OTTI with no change in the effective interest rate used to recognize interest income.

Impairment

Considerations Applicable to all MBS

When the fair value of an available-for-sale MBS is less than its amortized cost the security is considered impaired. On a quarterly basis the Company evaluates its securities for OTTI. If the Company intends to sell an impaired security, or it is more-likely-than-not that the Company will be required to sell an impaired security before its anticipated recovery, then the Company must recognize an OTTI through a charge to earnings equal to the entire difference between the investment's amortized cost and its fair value at the measurement date. If the Company does not intend to sell an impaired security and it is not more-likely-than-not that it would be required to sell an impaired security before recovery, the Company must further evaluate the security for impairment due to credit losses. The credit component of OTTI is recognized in earnings and the remaining or non-credit component is recorded as a component of OCI. Following the recognition of an OTTI through earnings, a new amortized cost basis is established for the security and subsequent recovery in fair value may not be adjusted through current earnings. Subsequent recoveries are amortized into income over the remaining life of the security as an adjustment to yield.

When evaluating whether the Company intends to sell an impaired security or will more-likely-than-not be required to sell an impaired security before recovery, the Company makes judgments that consider among other things, its liquidity, leverage, contractual obligations, and targeted investment strategy to determine its intent and ability to hold the investments that are deemed impaired. The determination as to whether an OTTI exists is subjective as such determinations are based on factual information available at the time of assessment as well as the Company's estimates of future conditions. As a result, the determination of OTTI and its timing and amount is based on estimates that may change materially over time.

The Company's estimate of the amount and timing of cash flows for its MBS is based on its review of the underlying securities or mortgage loans securing the MBS. The Company considers historical information available and expected future performance of the underlying securities or mortgage loans, including timing of expected future cash flows, prepayment rates, default rates, loss severities, delinquency rates, percentage of non-performing loans, extent of credit support available, Fair Isaac Corporation ("FICO") scores at loan origination, year of origination, loan-to-value ratios, geographic concentrations, as well as reports by credit rating agencies, general market assessments and dialogue with market participants. As a result, substantial judgment is used in the Company's analysis to determine the expected cash flows for its MBS.

Considerations Applicable to Non-Agency RMBS of High Credit Quality

The impairment assessment for Non-Agency RMBS of High Credit Quality involves comparing the present value of the remaining cash flows expected to be collected to the amortized cost of the security at the assessment date. The discount rate used to calculate the present value of the expected future cash flows is based on the security's effective interest rate as calculated under ASC 310-20 (i.e., the discount rate implicit in the security as of the last measurement date). If the present value of the remaining cash flows expected to be collected is less than the amortized cost basis, an OTTI is recognized in earnings for the difference. This amount is considered to be the credit loss component; the remaining difference between amortized cost and the fair value of the security is considered to be the portion of loss recognized in other comprehensive income.

Considerations Applicable to Non-Agency RMBS Not of High Credit Quality

Non-Agency RMBS within the scope of ASC 325-40 or ASC 310-30 are considered other-than-temporarily impaired when the following two conditions exist: (1) the fair value is less than the amortized cost basis, and (2) there has been an adverse change in cash flows expected to be collected from the last measurement date (i.e. adverse changes in either the amount or timing of cash flows from those previously expected).

The OTTI is separated into a credit loss component that is recognized in earnings and the portion of loss recognized in other comprehensive income. The credit component is comprised of the impact of the fair value decline due to changes in assumptions related to default (collection) risk and prepayments. The portion of loss recognized in other comprehensive income comprises the change in fair value of the security due to all other factors, including changes in benchmark interest rates and market liquidity. In determining the OTTI related to credit losses for securities, the Company compares the present value of the remaining cash flows adjusted for prepayments expected to be collected at the current financial reporting date to the present value of the remaining cash flows expected to be collected at the original purchase date (or the last date those estimates were revised for accounting purposes). The discount rate used to calculate the present value of expected future cash flows is the effective interest rate used for income recognition purposes as determined under ASC 325-40 or ASC 310-30.

The determination of whether an OTTI exists and, if so, the extent of the credit component is subject to significant judgment and management's estimates of both historical information available at the time of assessment, the current market environment, as well as the Company's estimates of the future performance and projected amount and timing of cash flows expected to be collected on the security. As a result, the timing and amount of OTTI constitutes an accounting estimate that may change materially over time.

Investments for which the Company has elected the fair value option are not evaluated for OTTI as all changes in fair value are reflected in earnings.

(c) Securitized Loans Held for Investment

Prime residential mortgage loans:

A portion of the securitized loan portfolio is comprised primarily of non-conforming, single family, owner occupied, jumbo, prime loans that are not guaranteed as to repayment of principal or interest. These securitized loans are serviced and may be modified, in the event of a default, by a third-party servicer. The Company generally has the ability to approve certain loan modifications and determine the course of action to be taken as it relates to certain loans in default, including whether or not to proceed with foreclosure. These mortgage loans are designated as held for investment. Interest income on loans held for investment is recognized over the expected life of the loans using the interest method with changes in yield reflected in earnings on a prospective basis. As of January 1, 2015, the securitized loan portfolio comprised primarily of non-conforming, single family, owner occupied, jumbo, prime loans is carried at fair value with changes in fair value recorded in earnings. Prior to January 1, 2015, this loan portfolio was carried at amortized cost, net of the allowance for loan losses.

The allowance for loan losses as of December 31, 2014 was \$7 million. The allowance for loan losses consists of a general reserve and a specific reserve. The general reserve is based on historical loss rates for pools of loans with similar credit characteristics, adjusted for current trends and market conditions, including current trends in delinquencies and severities. The specific reserve reflects consideration of loans more than 60 days delinquent, loans in foreclosure and borrowers that have declared bankruptcy. The specific loan loss provision related to these loans is primarily the difference between the unpaid principal balance and the estimated fair value of the property securing the mortgage, less estimated costs to sell.

The Company estimates the fair value of securitized loans as described in Note 5 of these consolidated financial statements.

Seasoned sub-prime residential mortgage loans:

A portion of the securitized loan portfolio is comprised of seasoned sub-prime residential mortgage loans that are not guaranteed as to repayment of principal or interest. These securitized loans are serviced and may be modified, in the event of default, by a third-party servicer. The Company generally has the ability to approve certain loan modifications and determine the course of action to be taken as it relates to certain loans in default, including whether or not to proceed with foreclosure. These mortgage loans are designated as held for investment. Interest income on loans held for investment is recognized over the expected life of the loans using the interest method with changes in yield reflected in earnings on a prospective basis. The securitized loan portfolio comprised primarily of seasoned sub-prime residential mortgage loans is carried at fair value with changes in fair value recorded in earnings. As these loans are carried at fair value, no allowance for loan losses is required.

The Company estimates the fair value of securitized loans as described in Note 5 of these consolidated financial statements.

All residential mortgage loans:

Interest is accrued on all securitized loans held for investment when due. Interest which is not received at the due date is written off when it becomes delinquent. Nonrefundable fees and costs related to acquiring the Company's securitized residential mortgage loans are recognized as expenses over the life of the associated debt using the interest method of amortization. Income recognition is suspended for loans when, based on information from the servicer, a full recovery of interest or principal becomes doubtful.

Real estate owned ("REO") represents properties which the Company has received the legal title of the property to satisfy the outstanding loan. REO is re-categorized from loan to REO when the Company takes legal title of the property. REO assets are measured and reported at the estimated fair value less the estimated cost to sell at the end of each reporting period. At the time the asset is re-categorized, any difference between the previously recorded loan balance and the carrying value of the REO at the time the Company takes legal title of the property, is recognized as a loss. The Company recognized a loss of \$2 million and \$8 million for the quarter and nine months ended September 30, 2015 related to REO which is presented in Net unrealized gains (losses) on financial instruments at fair value on the Consolidated Statement of Operations and Comprehensive Income. All REO assets of the Company are held-for-sale and it is the Company's intention to sell the property in the shortest time possible to maximize their return and recovery on the previously recorded loan. Total REO assets at September 30, 2015 and December 31, 2014 were \$12 million and \$8 million, respectively, and were recorded in Other Assets on the Company's consolidated statements of financial condition.

(f) Repurchase Agreements

The Company finances the acquisition of a significant portion of its mortgage-backed securities with repurchase agreements. The Company has evaluated each agreement and has determined that each of the repurchase agreements be accounted for as secured borrowings.

(g) Securitized Debt, collateralized by Non-Agency RMBS and Securitized Debt, collateralized by loans held for investment

Certain re-securitization transactions classified as Securitized Debt, collateralized by Non-Agency RMBS reflect the transfer to a trust of fixed or adjustable rate MBS which are classified as Non-Agency RMBS that pay interest and principal to the debt holders of that re-securitization. Re-securitization transactions completed by the Company that did not qualify as sales are accounted for as secured borrowings. The associated securitized debt is carried at amortized cost, net of any unamortized premiums or discounts.

Certain transactions involving residential mortgage loans are accounted for as secured borrowings, and are recorded as Securitized loans held for investment and the corresponding debt as Securitized debt, collateralized by loans held for investment in the Consolidated Statements of Financial Condition. These securitizations are collateralized by residential adjustable or fixed rate mortgage loans that have been placed in a trust and pay interest and principal to the debt holders of that securitization. As of January 1, 2015, securitized debt, collateralized by loans held for investment, is carried at fair value. Prior to January 1, 2015, securitized debt, collateralized by loans held for investment, was carried at amortized cost.

The Company recognizes interest expense on securitized debt over the expected life of the debt using the interest method with changes in yield reflected in earnings on a prospective basis. Fees associated with the debt issuance of jumbo prime residential mortgage loans are also amortized using the interest method. Unamortized fees associated with debt issuance are included in other assets.

The Company estimates the fair value of its securitized debt as described in Note 5 to these consolidated financial statements.

(h) Fair Value Option

Interest-Only MBS:

The Company has elected the fair value option to account for IO MBS strips to simplify the reporting of changes in fair value. The IO MBS strips are included in MBS, at fair value, on the accompanying Consolidated Statements of Financial Condition.

Changes in fair value are presented in Net unrealized gains (losses) on financial instruments at fair value on the Consolidated Statements of Operations and Comprehensive Income. Included in Non-Agency RMBS, at fair value on the Consolidated Statements of Financial Condition are IO MBS strips carried at fair value with changes in fair value reflected in earnings of \$259 million and \$214 million as of September 30, 2015 and December 31, 2014. Included in Agency MBS, at fair value on the Consolidated Statements of Financial Condition are IO MBS strips carried at fair value with changes in fair value reflected in earnings of \$277 million and \$186 million as of September 30, 2015 and December 31, 2014. Interest income reported on all IO securities was \$13 million and \$9 million for the quarters ended September 30, 2015 and 2014, respectively. Interest income reported on all IO securities was \$38 million and \$27 million for the nine months ended September 30, 2015 and 2014, respectively.

Non-Agency RMBS:

The Company has elected the fair value option for certain interests in MBS which we refer to as the overcollateralization class of the MBS pass through structure. The cash flows for these holdings are generally subordinate to all other interests of the trusts and generally only pay out funds when certain ratios are met and excess cash holdings, as determined by the trustee, are available for distribution to the overcollateralization class. Many of the investments in this group have no current cash flows and may not ever pay cash flows, depending on the loss experience of the collateral group supporting the investment. Estimating future cash flows for this group of MBS investments is highly judgmental and uncertain; therefore, the Company has elected to carry these holdings at fair value with changes in fair value reflected in earnings.

Changes in fair value are presented in Net unrealized gains (losses) on financial instruments at fair value on the Consolidated Statement of Operations and Comprehensive Income. The fair value of the Non-Agency RMBS carried at fair value with changes in fair value reflected in earnings is \$24 million as of September 30, 2015. There were no Non-Agency RMBS carried at fair value with changes in fair value reflected in earnings as of December 31, 2014.

Securitized Loans Held for Investment:

Upon the adoption of ASU 2014-13, *Measuring the Financial Assets and the Financial Liabilities of a Consolidated Collateralized Financing Entity* on January 1, 2015, the Company's securitized loans held for investment comprised primarily of non-conforming, single family, owner occupied, jumbo, prime loans were carried at fair value. Therefore, as of January 1, 2015, all securitized loans held for investment are carried at fair value with changes in fair value reflected in earnings. The Company carries securitized loans held for investment at fair value as it may resecuritize these loans in the future. Additionally, the fair value option allows both the loans and related financing to be consistently reported at fair value and to achieve operational and valuation simplifications.

Changes in fair value of securitized loans held for investment are presented in Net unrealized gains (losses) on financial instruments at fair value on the Consolidated Statement of Operations and Comprehensive Income.

As of December 31, 2014, \$626 million of securitized loans held for investment comprised primarily of non-conforming, single family, owner occupied, jumbo, prime loans were carried at amortized cost, net of an allowance for loan losses.

Securitized Debt, Collateralized by Loans Held for Investment:

As of January 1, 2015, the Company has elected the fair value option for all of the Company's securitized debt, collateralized by loans held for investment. The Company has elected fair value option for these financings as it may call or restructure these debt financings in the future. Additionally, the fair value option allows both the loans and related financing to be consistently reported at fair value and to achieve operational and valuation simplifications.

As of December 31, 2014, \$522 million of securitized debt collateralized primarily by non-conforming, single family, owner occupied, jumbo, prime loans were carried at amortized cost. Upon the adoption of ASU 2014-13 on January 1, 2015, the securitized debt collateralized primarily by non-conforming, single family, owner occupied, jumbo, prime loans were carried at fair value.

Changes in fair value of securitized loans held for investment are presented in Net unrealized gains (losses) on financial instruments at fair value on the Consolidated Statement of Operations and Comprehensive Income.

(i) Derivative Financial Instruments

The Company's investment policies permit it to enter into derivative contracts, including interest rate swaps, swaptions, mortgage options, futures, and interest rate caps to manage its interest rate risk and, from time to time, enhance investment returns. The Company's derivatives are recorded as either assets or liabilities in the Consolidated Statements of Financial Condition and measured at fair value. These derivative financial instrument contracts are not designated as hedges for GAAP; therefore, all changes in fair value are recognized in earnings. The Company estimates the fair value of its derivative instruments as described in Note 5 of these consolidated financial statements. Net payments on derivative instruments are included in the Consolidated Statements of Cash Flows as a component of net income. Unrealized gains (losses) on derivatives are removed from net income to arrive at cash flows from operating activities.

The Company elects to net the fair value of its derivative contracts by counterparty when appropriate. These contracts contain legally enforceable provisions that allow for netting or setting off of all individual derivative receivables and payables with each counterparty and therefore, the fair value of those derivative contracts are reported net by counterparty. The credit support annex provisions of the Company's derivative contracts allow the parties to mitigate their credit risk by requiring the party which is in a net payable position to post collateral. As the Company elects to net by counterparty the fair value of derivative contracts, it also nets by counterparty any cash collateral exchanged as part of the derivative. Refer to Note 9 Derivative Instruments for further details.

(j) Fair Value Disclosure

A complete discussion of the methodology utilized by the Company to estimate the fair value of its financial instruments is included in Note 5 to these consolidated financial statements.

(k) Sales, Securitizations, and Re-Securitizations

The Company periodically enters into transactions in which it sells financial assets, such as MBS, and mortgage loans. Gains and losses on sales of assets are calculated using the average cost method whereby the Company records a gain or loss on the difference between the average amortized cost of the asset and the proceeds from the sale. In addition, the Company from time to time securitizes or re-securitizes assets and sells tranches in the newly securitized assets. These transactions may be recorded as either sales and the assets contributed to the securitization are removed from the Consolidated Statements of Financial Condition and a gain or loss is recognized, or as secured borrowings whereby the assets contributed to the securitization are not derecognized but rather the debt issued by the securitization entity are recorded to reflect the term financing of the assets. In these securitizations and re-securitizations, the Company may retain senior or subordinated interests in the securitized or re-securitized assets. In transfers that are considered secured borrowings, no gain or loss is recognized. Any difference in the proceeds received and the carrying value of the transferred asset is recorded as a premium or discount and amortized into earnings as an adjustment to yield.

(l) Income Taxes

The Company has elected to be taxed as a REIT and intends to comply with the provision of the Code, with respect thereto. Accordingly, the Company will not be subject to federal, state or local income tax to the extent that qualifying distributions are made to stockholders and as long as certain asset, income, distribution and stock ownership tests are met. If the Company failed to qualify as a REIT and did not qualify for certain statutory relief provisions, the Company would be subject to federal, state and local income taxes and may be precluded from qualifying as a REIT for the subsequent four taxable years following the year in which the REIT qualification was lost. The Company, CIM Trading and CIM Funding TRS made joint elections to treat CIM Trading and CIM Funding TRS as TRS's. As such, CIM Trading and CIM Funding TRS are taxable as domestic C corporations and subject to federal, state, and local income taxes based upon their respective taxable income.

A tax position is recognized only when, based on management's judgment regarding the application of income tax laws, it is more likely than not that the tax position will be sustained upon examination. The Company does not have any unrecognized tax positions that would affect its financial statements or require disclosure. No accruals for penalties and interest were necessary as of September 30, 2015 or 2014.

(m) Net Income per Share

The Company calculates basic net income per share by dividing net income for the period by the basic weighted-average shares of its common stock outstanding for that period. Diluted net income per share takes into account the effect of dilutive instruments such as unvested restricted stock. All per share amounts, common shares outstanding and restricted shares for the third quarter of 2015 and all prior periods reflect the Company's 1-for-5 reverse stock split, which was effective April 6, 2015.

(n) Stock-Based Compensation

The Company accounts for stock-based compensation awards granted to the employees of Chimera and Chimera's affiliates at the fair value of the stock-based compensation provided. The Company measures the fair value of the equity instrument using the stock prices and other measurement assumptions as of the earlier of either the date at which a performance commitment by the recipient is reached or the date at which the recipient's performance is complete. Stock compensation expense related to the grants of stock is recognized over the vesting period of such grants based on the fair value of the stock on each vesting date at which the recipient's performance is complete.

Compensation expense for equity based awards granted to the Company's independent directors is recognized pro-rata over the vesting period of such awards, based upon the fair value of such awards at the grant date.

(o) Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the 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. Although the Company's estimates contemplate current conditions and how it expects them to change in the future, it is reasonably possible that actual conditions could be materially different than anticipated in those estimates, which could have a material adverse impact on the Company's results of operations and its financial condition. Management has made significant estimates in accounting for income recognition and OTTI on Agency and Non-Agency RMBS and IO MBS (Note 3), valuation of Agency MBS and Non-Agency RMBS (Notes 3 and 5), residential mortgage loans (Note 4), securitized debt (Note 7) and derivative instruments (Notes 5 and 9). Actual results could differ materially from those estimates.

(p) Recent Accounting Pronouncements

Interest—Imputation of Interest (Subtopic 835-30)

In April 2015, the FASB issued ASU No. 2015-03, *Simplifying the Presentation of Debt Issue Costs*. This update changes the presentation of debt issuance costs in financial statements. Under the ASU, an entity presents such costs in the balance sheet as a direct deduction from the related debt liability rather than as an asset. Amortization of the costs is reported as interest expense. The guidance in the ASU is effective for the Company as of January 1, 2016. Early adoption is allowed. The guidance would be applied retrospectively to all prior periods. As the unamortized debt issuance costs is not significant, the guidance in this ASU is not expected to have a significant impact on the consolidated financial statements.

Consolidations (Subtopic 810)

In February 2015, the FASB issued ASU No. 2015-02, *Amendments to the Consolidation Analysis*. This update affects the following areas of the consolidation analysis: limited partnerships and similar entities, evaluation of fees paid to a decision maker or service provider as a variable interest and in determination of the primary beneficiary, effect of related parties on the primary beneficiary determination and for certain investment funds. The guidance in the ASU is effective for the Company as of January 1, 2016. Early adoption is allowed. Fees paid to the Company are not significant therefore; the guidance in this ASU is not expected to have a significant impact on the consolidated financial statements.

Presentation of Financial Statements—Going Concern (Subtopic 205-40)

In August 2014, the FASB issued ASU No. 2014-15, *Disclosure of Uncertainties about an Entity's Ability to Continue as a Going Concern*. This update provides guidance on determining when and how to disclose going-concern uncertainties in the financial statements. The new standard requires the Company to perform interim and annual assessments of its ability to continue as a going concern within one year of the date the financial statements are issued. The Company must provide certain disclosures if conditions or events raise substantial doubt about its ability to continue as a going concern. The ASU applies to all entities and is effective for the Company beginning January 1, 2017. Early adoption is permitted. The Company does not expect this update to have any impact as we do not expect to have the conditions or events which would raise substantial doubt about the Company's ability to continue as a going concern.

Consolidations (Subtopic 810)

In August 2014, the FASB issued ASU No. 2014-13, *Measuring the Financial Assets and the Financial Liabilities of a Consolidated Collateralized Financing Entity*. This update provides a measurement alternative for consolidated qualifying collateralized financing entities (CFEs). The update defines a CFE as a variable interest entity that holds financial assets, issues beneficial interests in those assets and has no more than nominal equity. The beneficial interests have contractual recourse only to the related assets of the CFE and are classified as financial liabilities. Under the alternative, the Company may elect to measure both the CFE's financial assets and financial liabilities using the fair value of either the CFE's financial assets or financial liabilities, whichever is more observable. The guidance is aimed at eliminating the measurement difference that sometimes arises when a CFE's financial assets and financial liabilities are independently measured at fair value, as required by ASC 820. The Company adopted the guidance in this standard beginning January 1, 2015.

Upon adoption of this guidance, the Company elected the fair value option for certain consolidated VIEs holding securitized loans held for investment and the related securitized debt which qualified as CFEs. As the fair value of the securitized debt of these CFEs is more observable, the fair value of the securitized loans will be based on the fair value of the securitized debt. The adoption of this update resulted in a net reduction in equity of \$12 million as of January 1, 2015. A complete discussion of the methodology utilized by the Company to estimate the fair value of its financial instruments impacted by this standard is included in Note 5 to these consolidated financial statements.

Transfers and Servicing (Subtopic 860)

In June 2014, the FASB issued ASU No. 2014-11, *Repurchase-to-Maturity Transactions, Repurchase Financings, and Disclosures*. This update makes limited amendments to the guidance in ASC 860 on accounting for certain repurchase agreements. The ASU requires entities to account for repurchase-to-maturity transactions as secured borrowings, rather than as sales with forward repurchase agreements. The ASU defines a repurchase-to-maturity transaction as a repo that (1) settles at the maturity of the transferred financial asset and (2) does not require the transferor to reacquire the transferred financial asset. In addition, the ASU eliminates accounting guidance on linked repurchase financing transactions. The ASU also expands disclosure requirements related to certain transfers of financial assets that are accounted for as sales and certain transfers accounted for as secured borrowings. The guidance in this update was effective for the Company beginning January 1, 2015, except for the disclosure requirements for transactions accounted for as secured borrowings, which are required to be presented by the Company in the third quarter of 2015. The adoption of this standard did not have any impact on the consolidated financial statements of the Company.

Receivables—Troubled Debt Restructurings by Creditors (Subtopic 310-40)

In January 2014, the FASB issued ASU No. 2014-04, *Reclassification of Residential Real Estate Collateralized Consumer Mortgage Loans Upon Foreclosure*. This update clarifies when the Company is considered to have obtained physical possession, from an in-substance possession or foreclosure, of a residential real estate property collateralizing a mortgage loan. Current guidance indicates that the Company should reclassify a collateralized mortgage loan such that the loan should be derecognized and the collateral asset recognized when it determines that there has been an in-substance repossession or foreclosure by the Company. This update defines the term *in substance repossession or foreclosure* to reduce diversity in interpretation of when such an event occurs. The guidance in this update was effective for the Company beginning January 1, 2015 and did not have a significant impact on the consolidated financial statements of the Company.

3. Mortgage-Backed Securities

The Company classifies its Non-Agency RMBS as senior, senior IO, subordinated, or subordinated IO. The Company also invests in residential and commercial Agency MBS. Senior interests in Non-Agency RMBS are considered to be entitled to the first principal repayments in their pro-rata ownership interests at the acquisition date. The total fair value of the Non-Agency RMBS held by consolidated re-securitization trusts was \$2.2 billion and \$2.5 billion as of September 30, 2015 and December 31, 2014, respectively. See Note 8 of these consolidated financial statements for further discussion of consolidated VIEs.

The following tables present the principal or notional value, total premium, total discount, amortized cost, fair value, gross unrealized gains, gross unrealized losses, and net unrealized gain (loss) related to the Company's available-for-sale RMBS portfolio as of September 30, 2015 and December 31, 2014, by asset class.

September 30, 2015 (dollars in thousands)								
	Principal or Notional Value	Total Premium	Total Discount	Amortized Cost	Fair Value	Gross Unrealized Gains	Gross Unrealized Losses	Net Unrealized Gain/(Loss)
Non-Agency RMBS								
Senior	\$ 3,691,932	\$ 399	\$ (1,577,243)	\$ 2,115,088	\$ 2,896,537	\$ 784,591	\$ (3,142)	\$ 781,449
Senior, interest-only	5,673,250	270,496	-	270,496	244,735	21,385	(47,146)	(25,761)
Subordinated	821,814	24,261	(322,085)	523,990	634,848	114,262	(3,404)	110,858
Subordinated, interest-only	297,851	16,703	-	16,703	13,847	188	(3,044)	(2,856)
Agency MBS								
Residential	5,061,800	263,752	-	5,325,552	5,349,224	45,551	(21,879)	23,672
Commercial	853,404	22,106	(3,260)	872,250	888,694	17,848	(1,404)	16,444
Interest-only	6,593,418	280,447	-	280,447	276,810	5,006	(8,643)	(3,637)
Total	\$ 22,993,469	\$ 878,164	\$ (1,902,588)	\$ 9,404,526	\$ 10,304,695	\$ 988,831	\$ (88,662)	\$ 900,169

December 31, 2014 (dollars in thousands)								
	Principal or Notional Value	Total Premium	Total Discount	Amortized Cost	Fair Value	Gross Unrealized Gains	Gross Unrealized Losses	Net Unrealized Gain/(Loss)
Non-Agency RMBS								
Senior	\$ 3,435,362	\$ -	\$ (1,542,907)	\$ 1,892,455	\$ 2,735,780	\$ 843,680	\$ (355)	\$ 843,325
Senior, interest-only	5,221,937	227,305	-	227,305	207,216	17,378	(37,467)	(20,089)
Subordinated	690,599	-	(344,033)	346,566	454,348	108,091	(309)	107,782
Subordinated, interest-only	216,403	9,577	-	9,577	6,805	194	(2,966)	(2,772)
Agency MBS								
Residential	7,774,266	387,174	(1,624)	8,159,816	8,255,419	108,802	(13,199)	95,603
Interest-only	3,884,523	189,797	-	189,797	186,103	1,326	(5,020)	(3,694)
Total	\$ 21,223,090	\$ 813,853	\$ (1,888,564)	\$ 10,825,516	\$ 11,845,671	\$ 1,079,471	\$ (59,316)	\$ 1,020,155

The table below presents changes in Accretable Yield, or the excess of the security's cash flows expected to be collected over the Company's investment, solely as it pertains to the Company's Non-Agency RMBS portfolio accounted for according to the provisions of ASC 310-30.

	For the Quarter Ended		For the Nine Months Ended	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
	(dollars in thousands)		(dollars in thousands)	
Balance at beginning of period	\$ 1,698,323	\$ 1,630,153	\$ 1,534,497	\$ 1,794,576
Purchases	133,227	66,249	241,852	105,814
Accretion	(72,557)	(72,665)	(213,267)	(223,114)
Reclassification (to) from non-accretable difference	19,205	4,948	238,012	44,324
Sales and deconsolidation	(418)	(106,801)	(23,314)	(199,716)
Balance at end of period	\$ 1,777,780	\$ 1,521,884	\$ 1,777,780	\$ 1,521,884

The table below presents the outstanding principal balance and related amortized cost at September 30, 2015 and December 31, 2014 as it pertains to the Company's Non-Agency RMBS portfolio accounted for according to the provisions of ASC 310-30.

	For the Quarter Ended		For the Year Ended	
	September 30, 2015	September 30, 2015	December 31, 2014	December 31, 2014
	(dollars in thousands)			
Outstanding principal balance:				
Beginning of period	\$ 3,734,733	\$ 3,734,733	\$ 3,949,664	\$ 3,949,664
End of period	\$ 3,645,067	\$ 3,645,067	\$ 3,325,335	\$ 3,325,335
Amortized cost:				
Beginning of period	\$ 2,024,817	\$ 2,024,817	\$ 2,027,738	\$ 2,027,738
End of period	\$ 1,984,655	\$ 1,984,655	\$ 1,741,780	\$ 1,741,780

The following tables present the gross unrealized losses and estimated fair value of the Company's RMBS by length of time that such securities have been in a continuous unrealized loss position at September 30, 2015 and December 31, 2014. All securities in an unrealized loss position have been evaluated by the Company for OTTI as discussed in Note 2(d).

	September 30, 2015 (dollars in thousands)									
	Unrealized Loss Position for Less than 12 Months			Unrealized Loss Position for 12 Months or More			Total			
	Estimated Fair Value	Unrealized Losses	Number of Securities	Estimated Fair Value	Unrealized Losses	Number of Securities	Estimated Fair Value	Unrealized Losses	Number of Securities	Number of Securities
Non-Agency RMBS										
Senior	\$ 139,746	\$ (3,118)	10	\$ 2,803	\$ (25)	1	\$ 142,549	\$ (3,143)	11	11
Senior, interest-only	83,456	(14,199)	67	68,890	(32,947)	49	152,346	(47,146)	116	116
Subordinated	98,706	(3,404)	21	-	-	-	98,706	(3,404)	21	21
Subordinated, interest-only	6,857	(906)	1	5,733	(2,138)	4	12,590	(3,044)	5	5
RMBS transferred to consolidated VIEs	-	-	-	-	-	-	-	-	-	-
Agency MBS										
Residential	1,338,004	(8,869)	31	648,556	(13,010)	12	1,986,560	(21,879)	43	43
Commercial	158,487	(1,404)	44	-	-	-	158,487	(1,404)	44	44
Interest-only	52,522	(2,205)	22	41,679	(6,438)	9	94,201	(8,643)	31	31
Total	\$ 1,877,778	\$ (34,105)	196	\$ 767,661	\$ (54,558)	75	\$ 2,645,439	\$ (88,663)	271	271

	December 31, 2014 (dollars in thousands)									
	Unrealized Loss Position for Less than 12 Months			Unrealized Loss Position for 12 Months or More			Total			
	Estimated Fair Value	Unrealized Losses	Number of Securities	Estimated Fair Value	Unrealized Losses	Number of Securities	Estimated Fair Value	Unrealized Losses	Number of Securities	Number of Securities
Non-Agency RMBS										
Senior	\$ 29,789	\$ (355)	3	\$ -	\$ -	-	\$ 29,789	\$ (355)	3	3
Senior, interest-only	23,479	(3,066)	24	96,754	(34,401)	53	120,233	(37,467)	77	77
Subordinated	19,380	(7)	2	11,605	(302)	4	30,985	(309)	6	6
Subordinated, interest-only	4,373	(2,709)	2	1,074	(257)	2	5,447	(2,966)	4	4
Agency MBS										
Residential	219,808	(198)	7	701,442	(13,001)	11	921,250	(13,199)	18	18
Interest-only	112,014	(3,616)	12	10,467	(1,404)	3	122,481	(5,020)	15	15
Total	\$ 408,843	\$ (9,951)	50	\$ 821,342	\$ (49,365)	73	\$ 1,230,185	\$ (59,316)	123	123

At September 30, 2015, the Company did not intend to sell any of its RMBS that were in an unrealized loss position, and it was not more likely than not that the Company would be required to sell these RMBS before recovery of their amortized cost basis, which may be at their maturity. With respect to RMBS held by consolidated VIEs, the ability of any entity to cause the sale by the VIE prior to the maturity of these RMBS is either expressly prohibited, not probable, or is limited to specified events of default, none of which have occurred as of September 30, 2015.

Gross unrealized losses on the Company's Agency pass-through MBS were \$23 million and \$13 million as of September 30, 2015 and December 31, 2014, respectively. Given the inherent credit quality of Agency MBS, the Company does not consider any of the current impairments on its Agency pass-through MBS to be credit related. In evaluating whether it is more likely than not that it will be required to sell any impaired security before its anticipated recovery, which may be at their maturity, the Company considers the significance of each investment, the amount of impairment, the projected future performance of such impaired securities, as well as the Company's current and anticipated leverage capacity and liquidity position. Based on these analyses, the Company determined that at September 30, 2015 and December 31, 2014, unrealized losses on its Agency MBS were temporary.

Gross unrealized losses on the Company's Non-Agency RMBS (excluding Non-Agency RMBS IO strips which are accounted for under the fair value option with changes in fair value recorded in earnings) were \$7 million and \$1 million at September 30, 2015 and December 31, 2014, respectively. Based upon the most recent evaluation, the Company does not consider these unrealized losses to be indicative of OTTI and does not believe that these unrealized losses are credit related, but rather are due to other factors. The Company has reviewed its Non-Agency RMBS that are in an unrealized loss position to identify those securities with losses that are other-than-temporary based on an assessment of changes in cash flows expected to be collected for such RMBS, which considers recent bond performance and expected future performance of the underlying collateral.

A summary of the OTTI included in earnings for the quarters ended September 30, 2015 and 2014 is presented below.

	For the Quarter Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Total other-than-temporary impairment losses	\$ (3,129)	\$ (726)
Portion of loss recognized in other comprehensive income (loss)	(14,703)	(1,264)
Net other-than-temporary credit impairment losses	\$ (17,832)	\$ (1,990)

	For the Nine Months Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Total other-than-temporary impairment losses	\$ (6,389)	\$ (4,939)
Portion of loss recognized in other comprehensive income (loss)	(46,359)	(3,932)
Net other-than-temporary credit impairment losses	\$ (52,748)	\$ (8,871)

The following table presents a roll forward of the credit loss component of OTTI on the Company's Non-Agency RMBS for which a portion of loss was previously recognized in OCI. The table delineates between those securities that are recognizing OTTI for the first time as opposed to those that have previously recognized OTTI.

	For the Quarter Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Cumulative credit loss beginning balance	\$ 528,548	\$ 512,583
Additions:		
Other-than-temporary impairments not previously recognized	7,863	1,322
Reductions for securities sold or deconsolidated during the period	(3,963)	(48,970)
Increases related to other-than-temporary impairments on securities with previously recognized other-than-temporary impairments	9,969	668
Reductions for increases in cash flows expected to be collected that are recognized over the remaining life of the security	-	(688)
Cumulative credit loss ending balance	\$ 542,417	\$ 464,915

	For the Nine Months Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Cumulative credit loss beginning balance	\$ 507,548	\$ 524,432
Additions:		
Other-than-temporary impairments not previously recognized	34,133	8,203
Reductions for securities sold or deconsolidated during the period	(5,697)	(61,854)
Increases related to other-than-temporary impairments on securities with previously recognized other-than-temporary impairments	18,615	668
Reductions for increases in cash flows expected to be collected over the remaining life of the securities	(12,182)	(6,534)
Cumulative credit impairment loss ending balance	\$ 542,417	\$ 464,915

Cash flows generated to determine net other-than-temporary credit impairment losses recognized in earnings are estimated using significant unobservable inputs. The significant inputs used to measure the component of OTTI recognized in earnings for the Company's Non-Agency RMBS are summarized as follows:

	For the Nine Months Ended	
	September 30, 2015	September 30, 2014
Loss Severity		
Weighted Average	56%	72%
Range	17% - 92%	35% - 91%
60+ days delinquent		
Weighted Average	20%	33%
Range	2% - 41%	8% - 47%
Credit Enhancement (1)		
Weighted Average	8%	10%
Range	0% - 27%	0% - 35%
3 Month CPR		
Weighted Average	8%	8%
Range	3% - 27%	2% - 25%
12 Month CPR		
Weighted Average	8%	10%
Range	3% - 20%	5% - 22%

(1) Calculated as the combined credit enhancement to the Re-REMIC and underlying from each of their respective capital structures.

The following tables present a summary of unrealized gains and losses at September 30, 2015 and December 31, 2014. IO MBS included in the tables below represent the right to receive a specified portion of the contractual interest cash flows of the underlying principal balance of specific securities. At September 30, 2015, IO MBS had a net unrealized loss of \$32 million and had an amortized cost of \$568 million. At December 31, 2014, IO MBS had a net unrealized loss of \$27 million and had an amortized cost of \$427 million. The fair value of IOs at September 30, 2015 and December 31, 2014 was \$535 million, and \$400 million, respectively. All changes in fair value of IOs are reflected in Net Income in the Consolidated Statements of Operations and Comprehensive Income.

September 30, 2015
(dollars in thousands)

	Gross Unrealized Gain Included in Accumulated Other Comprehensive Income	Gross Unrealized Gain Included in Accumulated Deficit	Total Gross Unrealized Gain	Gross Unrealized Loss Included in Accumulated Other Comprehensive Income	Gross Unrealized Loss Included in Accumulated Deficit	Total Gross Unrealized Loss
Non-Agency RMBS						
Senior	\$ 784,591	\$ -	\$ 784,591	\$ (3,142)	\$ -	\$ (3,142)
Senior, interest-only	-	21,385	21,385	-	(47,146)	(47,146)
Subordinated	111,493	2,769	114,262	(280)	(3,124)	(3,404)
Subordinated, interest-only	-	188	188	-	(3,044)	(3,044)
Agency MBS						
Residential	45,551	-	45,551	(21,879)	-	(21,879)
Commercial	17,848	-	17,848	(1,404)	-	(1,404)
Interest-only	-	5,006	5,006	-	(8,643)	(8,643)
Total	\$ 959,483	\$ 29,348	\$ 988,831	\$ (26,705)	\$ (61,957)	\$ (88,662)

December 31, 2014
(dollars in thousands)

	Gross Unrealized Gain Included in Accumulated Other Comprehensive Income	Gross Unrealized Gain Included in Accumulated Deficit	Total Gross Unrealized Gain	Gross Unrealized Loss Included in Accumulated Other Comprehensive Income	Gross Unrealized Loss Included in Accumulated Deficit	Total Gross Unrealized Loss
Non-Agency RMBS						
Senior	\$ 843,680	\$ -	\$ 843,680	\$ (355)	\$ -	\$ (355)
Senior, interest-only	-	17,378	17,378	-	(37,467)	(37,467)
Subordinated	108,091	-	108,091	(309)	-	(309)
Subordinated, interest-only	-	194	194	-	(2,966)	(2,966)
Agency MBS						
Residential	108,802	-	108,802	(13,199)	-	(13,199)
Interest-only	-	1,326	1,326	-	(5,020)	(5,020)
Total	\$ 1,060,573	\$ 18,898	\$ 1,079,471	\$ (13,863)	\$ (45,453)	\$ (59,316)

Changes in prepayments, actual cash flows, and cash flows expected to be collected, among other items, are affected by the collateral characteristics of each asset class. The Company chooses assets for the portfolio after carefully evaluating each investment's risk profile.

The following tables provide a summary of the Company's RMBS portfolio at September 30, 2015 and December 31, 2014.

All Portfolio Assets

	September 30, 2015				
	Principal or Notional Value at Period-End (dollars in thousands)	Weighted Average Amortized Cost Basis	Weighted Average Fair Value	Weighted Average Coupon	Weighted Average Yield at Period-End (1)
Non-Agency RMBS					
Senior	\$ 3,691,932	\$ 57.29	\$ 78.46	3.8%	17.2%
Senior, interest-only	5,673,250	4.77	4.31	1.6%	13.0%
Subordinated	821,814	63.76	77.25	3.1%	10.1%
Subordinated, interest-only	297,851	5.61	4.65	1.3%	10.9%
Agency MBS					
Residential pass-through	5,061,800	105.21	105.68	3.8%	3.1%
Commercial pass-through	853,404	102.21	104.14	3.4%	3.0%
Interest-only	6,593,418	4.25	4.20	0.8%	3.6%

(1) Bond Equivalent Yield at period end.

	December 31, 2014				
	Principal or Notional Value at Period-End (dollars in thousands)	Weighted Average Amortized Cost Basis	Weighted Average Fair Value	Weighted Average Coupon	Weighted Average Yield at Period-End (1)
Non-Agency RMBS					
Senior	\$ 3,435,362	\$ 55.09	\$ 79.63	4.3%	15.9%
Senior, interest-only	5,221,937	4.35	3.97	1.6%	14.4%
Subordinated	690,599	50.18	65.79	3.1%	10.6%
Subordinated, interest-only	216,403	4.43	3.14	0.9%	9.2%
Agency MBS					
Pass-through	7,774,266	104.96	106.19	4.0%	3.2%
Interest-only	3,884,523	4.89	4.79	0.9%	3.1%

(1) Bond Equivalent Yield at period end.

The following table presents the weighted average credit rating, based on the lowest rating available, of the Company's Non-Agency RMBS portfolio at September 30, 2015 and December 31, 2014.

	September 30, 2015	December 31, 2014
AAA	0.6%	0.9%
AA	0.4%	0.4%
A	0.8%	0.0%
BBB	0.3%	0.4%
BB	4.8%	1.9%
B	2.7%	5.6%
Below B or not rated	90.4%	90.8%
Total	100.0%	100.0%

Actual maturities of MBS are generally shorter than the stated contractual maturities. Actual maturities of the Company's MBS are affected by the contractual lives of the underlying mortgages, periodic payments of principal and prepayments of principal. The following tables provide a summary of the fair value and amortized cost of the Company's MBS at September 30, 2015 and December 31, 2014 according to their estimated weighted-average life classifications. The weighted-average lives of the MBS in the tables below are based on lifetime expected prepayment rates using an industry prepayment model for the Agency MBS portfolio and the Company's prepayment assumptions for the Non-Agency RMBS. The prepayment model considers current yield, forward yield, steepness of the interest rate curve, current mortgage rates, mortgage rates of the outstanding loan, loan age, margin, and volatility.

September 30, 2015
(dollars in thousands)

	Weighted Average Life					Total
	Less than one year	Greater than one year and less than five years	Greater than five years and less than ten years	Greater than ten years		
Fair value						
Non-Agency RMBS						
Senior	\$ 15,580	\$ 715,818	\$ 2,049,118	\$ 116,021	\$	2,896,537
Senior interest-only	3,518	68,557	170,149	2,511		244,735
Subordinated	2,922	214,123	314,541	103,262		634,848
Subordinated interest-only	-	187	13,660	-		13,847
Agency MBS						
Residential	-	1,071,456	4,277,768	-		5,349,224
Commercial	-	-	-	888,694		888,694
Interest-only	-	243,631	33,179	-		276,810
Total fair value	\$ 22,020	\$ 2,313,772	\$ 6,858,415	\$ 1,110,488	\$	10,304,695
Amortized cost						
Non-Agency RMBS						
Senior	\$ 13,002	\$ 563,341	\$ 1,456,184	\$ 82,561	\$	2,115,088
Senior interest-only	6,297	85,022	177,909	1,268		270,496
Subordinated	2,559	159,824	258,120	103,487		523,990
Subordinated interest-only	-	219	16,484	-		16,703
Agency MBS						
Residential	-	1,062,585	4,262,967	-		5,325,552
Commercial	-	-	-	872,250		872,250
Interest-only	-	242,814	37,633	-		280,447
Total amortized cost	\$ 21,858	\$ 2,113,805	\$ 6,209,297	\$ 1,059,566	\$	9,404,526

December 31, 2014
(dollars in thousands)

	Weighted Average Life					Total
	Less than one year	Greater than one year and less than five years	Greater than five years and less than ten years	Greater than ten years		
Fair value						
Non-Agency RMBS						
Senior	\$ 1,656	\$ 306,309	\$ 1,678,226	\$ 749,589	\$	2,735,780
Senior interest-only	515	60,403	110,800	35,498		207,216
Subordinated	-	80,414	245,438	128,496		454,348
Subordinated interest-only	-	-	5,447	1,358		6,805
Agency MBS						
Residential	-	4,237,658	3,781,890	235,871		8,255,419
Interest-only	-	82,994	103,109	-		186,103
Total fair value	\$ 2,171	\$ 4,767,778	\$ 5,924,910	\$ 1,150,812	\$	11,845,671
Amortized cost						
Non-Agency RMBS						
Senior	\$ 1,205	\$ 255,009	\$ 1,129,932	\$ 506,309	\$	1,892,455
Senior interest-only	1,294	65,291	124,996	35,724		227,305
Subordinated	-	58,448	188,502	99,616		346,566
Subordinated interest-only	-	-	8,413	1,164		9,577
Agency MBS						
Residential	-	4,173,986	3,750,831	234,999		8,159,816
Interest-only	-	83,659	106,138	-		189,797
Total amortized cost	\$ 2,499	\$ 4,636,393	\$ 5,308,812	\$ 877,812	\$	10,825,516

The Non-Agency RMBS portfolio is subject to credit risk. The Company seeks to mitigate credit risk through its asset selection process. The Non-Agency RMBS portfolio is primarily collateralized by what the Company classifies as Alt-A first lien mortgages. An Alt-A mortgage is a type of U.S. mortgage that, for various reasons, is considered riskier than A-paper, or prime, and less risky than subprime, the riskiest category. Alt-A interest rates, which are determined by credit risk, therefore tend to be between those of prime and subprime home loans. Typically, Alt-A mortgages are characterized by borrowers with less than full documentation, lower credit scores and higher loan-to-value ratios. The Company defines Alt-A mortgage securities as Non-Agency RMBS where (i) the underlying collateral has weighted average FICO scores between 680 and 720 or (ii) for instances where FICO scores are greater than 720, RMBS have 30% or less of the underlying collateral

composed of full documentation loans. At September 30, 2015 and December 31, 2014, 67% and 65% of the Non-Agency RMBS collateral was classified as Alt-A, respectively. At September 30, 2015 and December 31, 2014, 17% and 24% of the Non-Agency RMBS collateral was classified as prime, respectively. The remaining Non-Agency RMBS collateral is classified as sub-prime.

The Non-Agency RMBS in the Portfolio have the following collateral characteristics at September 30, 2015 and December 31, 2014.

	September 30, 2015		December 31, 2014	
Weighted average maturity (years)		22.1		22.5
Weighted average amortized loan to value (1)		67.9%		67.5%
Weighted average FICO (2)		675		679
Weighted average loan balance (in thousands)	\$	335	\$	332
Weighted average percentage owner occupied		83.5%		83.0%
Weighted average percentage single family residence		66.2%		65.5%
Weighted average current credit enhancement		2.5%		1.7%
Weighted average geographic concentration of top four states	CA	30.9%	CA	31.7%
	FL	7.9%	FL	8.4%
	NY	7.7%	NY	7.8%
	NJ	2.4%	NJ	2.9%

(1) Value represents appraised value of the collateral at the time of loan origination.

(2) FICO as determined at the time of loan origination.

The table below presents the origination year of the underlying loans related to the Company's portfolio of Non-Agency RMBS at September 30, 2015 and December 31, 2014.

Origination Year	9/30/2015	December 31, 2014
1999	0.1%	0.2%
2000	0.6%	0.6%
2001	1.8%	2.1%
2002	0.4%	0.4%
2003	2.0%	2.5%
2004	3.6%	3.9%
2005	21.4%	20.4%
2006	32.2%	28.5%
2007	35.3%	37.6%
2008	1.9%	2.1%
2013	0.6%	0.9%
2014	0.1%	0.8%
Total	100.0%	100.0%

Gross realized gains and losses are recorded in "Net realized gains (losses) on sales of investments" on the Company's Consolidated Statements of Operations and Comprehensive Income. The proceeds and gross realized gains and gross realized losses from sales of investments for the quarters ended September 30, 2015 and 2014 are as follows:

	For the Quarter Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Proceeds from sales	\$ 196,192	\$ 1,683,377
Gross realized gains	4,612	66,566
Gross realized losses	(1,073)	(2,459)
Net realized gain	\$ 3,539	\$ 64,107

	For the Nine Months Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Proceeds from sales	\$ 3,433,527	\$ 1,816,845
Gross realized gains	46,007	75,056
Gross realized losses	(3,218)	(6,911)
Net realized gain (loss)	\$ 42,789	\$ 68,145

Included in the gross realized gains for the quarter and nine months ended September 30, 2015 are exchanges of securities with a fair value of \$11 million and \$26 million, respectively, where the Company exchanged its investment in a re-remic security for the underlying collateral supporting the group related to the exchanged asset. These exchanges were treated as non-cash sales and purchases and resulted in a realized gain of \$3 million and \$7 million for the quarter and nine months ended September 30, 2015 reflected in earnings. For the nine months ended September 30, 2014 the fair value of these exchanges of securities was \$89 million and resulted in realized gain of \$23 million.

4. Securitized Loans Held for Investment

The Securitized loans held for investment is comprised of two portfolios. The first portfolio is comprised of loans collateralized by non-conforming, single family, owner occupied, jumbo, prime residential mortgages. The second portfolio is comprised primarily of loans collateralized by seasoned sub-prime residential mortgages.

At September 30, 2015, all securitized loans held for investment are carried at fair value. See Note 5 to our Consolidated Financial Statements for a discussion on how the Company determines the fair values of the securitized loans held for investment. As changes in the fair value of these securitized loans are reflected in earnings, the Company does not estimate or record a loan loss provision. At December 31, 2014, \$626 million of securitized loans held for investment comprised primarily of non-conforming, single family, owner occupied, jumbo, prime loans were carried at amortized cost, net of an allowance for loan losses.

The following table provides a summary of the changes in the carrying value of securitized loans held for investment at fair value at September 30, 2015 and December 31, 2014:

	For the Nine Months Ended		For the Year Ended
	September 30, 2015	September 30, 2015	December 31, 2014
Balance, beginning of period ⁽¹⁾	\$ 5,306,501	\$	-
Purchases	577,036		4,722,824
Principal paydowns	(542,506)		(173,597)
Sales and settlements	(2,307)		
Net periodic (amortization) accretion	(7,997)		5,028
Change in fair value	(49,075)		144,960
Balance, end of period	\$ 5,281,652	\$	4,699,215

(1) Includes Securitized loans held for investment of \$607 million for which the fair value option election was made beginning January 1, 2015.

The primary cause of the change in fair value is due to changes in credit risk of the portfolio.

Jumbo prime residential mortgage loans

The securitized loan portfolio collateralized by jumbo prime residential mortgages was originated during the following years:

Origination Year	September 30, 2015	December 31, 2014
2004	0.1%	0.9%
2007	8.8%	8.1%
2008	7.7%	7.0%
2009	0.2%	0.2%
2010	5.0%	6.3%
2011	33.8%	35.4%
2012	44.4%	42.1%
Total	100.0%	100.0%

A summary of key characteristics of the loan portfolio collateralized primarily of non-conforming, single family, owner occupied, jumbo, prime mortgages follows:

	September 30, 2015	December 31, 2014
Number of loans	698	869
Weighted average maturity (years)	25.6	26.4
Weighted average loan to value (1)	70.8%	71.6%
Weighted average FICO (2)	765	766
Weighted average loan balance (in thousands)	\$ 688	\$ 716
Weighted average percentage owner occupied	94.7%	95.0%
Weighted average percentage single family residence	70.2%	71.0%
Weighted average geographic concentration of top five states	CA 32.4%	CA 34.8%
	NJ 6.6%	NJ 5.6%
	VA 6.2%	VA 5.5%
	MD 5.8%	MD 5.1%
	NY 5.2%	NY 5.1%

(1) Value represents appraised value of the collateral at the time of loan origination.

(2) FICO as determined at the time of loan origination.

The following table summarizes the outstanding principal balance of the jumbo prime loans which are 30 days delinquent and greater as reported by the servicer at September 30, 2015 and December 31, 2014.

	30 Days Delinquent	60 Days Delinquent	90+ Days Delinquent	Bankruptcy	Foreclosure	REO	Total
	(dollars in thousands)						
September 30, 2015	\$ 948	\$ 545	\$ 2,546	\$ -	\$ 5,986	\$ 582	\$ 10,607
December 31, 2014	\$ 2,621	\$ 565	\$ 988	\$ -	\$ 7,152	\$ -	\$ 11,326

The fair value of the jumbo prime residential mortgage loans 90 days or more past due is \$4 million as of September 30, 2015.

Seasoned sub-prime residential mortgage loans

The securitized loan portfolio collateralized by seasoned sub-prime residential mortgages originated during the following years:

Origination Year	September 30, 2015	December 31, 2014
2002 and prior	5.9%	6.0%
2003	4.2%	4.4%
2004	11.9%	12.3%
2005	20.5%	20.6%
2006	18.4%	18.2%
2007	26.8%	26.3%
2008	10.0%	9.9%
2009	1.2%	1.2%
2010 and later	1.1%	1.1%
Total	100.0%	100.0%

A summary of key characteristics of the loan portfolio collateralized by seasoned sub-prime residential mortgages follows:

	September 30, 2015	December 31, 2014
Number of loans	53,781	58,170
Weighted average maturity (years)	21.9	22.2
Weighted average loan to value (1)	80.5%	80.3%
Weighted average FICO (1)	629	629
Weighted average loan balance (in thousands)	\$ 79	\$ 79
Weighted average percentage owner occupied	95.9%	95.8%
Weighted average percentage single family residence	72.4%	73.6%
Weighted average geographic concentration of top five states	CA 9.2%	CA 9.3%
	FL 7.3%	FL 7.0%
	NC 7.0%	NC 7.0%
	VA 6.5%	VA 6.4%
	OH 6.0%	OH 6.0%

(1) As provided by the Trustee

The following table summarizes the outstanding principal balance of the loan portfolio consisting of seasoned sub-prime residential mortgage loans which are 30 days delinquent and greater as reported by the servicer at September 30, 2015 and December 31, 2014.

	30 Days Delinquent	60 Days Delinquent	90+ Days Delinquent (dollars in thousands)	Bankruptcy	Foreclosure	REO	Total
September 30, 2015	\$ 245,133	\$ 85,202	\$ 133,423	\$ 150,285	\$ 214,729	\$ 27,536	\$ 856,308
December 31, 2014	\$ 226,154	\$ 92,363	\$ 192,245	\$ 154,279	\$ 80,148	\$ 16,556	\$ 761,745

The fair value of seasoned sub-prime residential mortgage loans 90 days or more past due is \$340 million as of September 30, 2015.

Securitized loans held for investment, net of allowance for loan losses

As of December 31, 2014, \$626 million of securitized loans held for investment comprised primarily of non-conforming, single family, owner occupied, jumbo, prime loans were carried at amortized cost, net of an allowance for loan losses of \$7 million.

The prime jumbo securitized loans held for investment for which the Company has not elected the fair value option are carried at amortized cost which is their principal balance outstanding, plus unamortized premiums, less unaccreted discounts and an allowance for loan losses. The following table provides a summary of the changes in the carrying value of these securitized loans held for investment at December 31, 2014:

December 31, 2014

Balance, beginning of period	\$	783,484
Principal paydowns		(153,063)
Net periodic (amortization) accretion		(4,541)
Change to loan loss provision		232
Balance, end of period	\$	626,112

The following table represents the Company's prime jumbo securitized residential mortgage loans held for investment which are carried at amortized cost at December 31, 2014:

December 31, 2014

Securitized loans, at amortized cost	\$	633,386
Less: allowance for loan losses		7,274
Securitized loans held for investment	\$	626,112

The following table summarizes the changes in the allowance for loan losses for the securitized mortgage loan portfolio carried at amortized cost at September 30, 2014:

September 30, 2014

Balance, beginning of period	\$	9,063
Provision for loan losses		(112)
Charge-offs		(1,548)
Balance, end of period	\$	7,403

The Company has established an allowance for loan losses related to jumbo prime securitized loans carried at amortized cost that is composed of a general and specific reserve. The balance in the allowance for loan losses related to the general reserve and specific reserve at December 31, 2014 was \$3 million and \$4 million, respectively.

The total unpaid principal balance of impaired loans for which the Company established a specific reserve was \$22 million at December 31, 2014. The Company's recorded investment in impaired loans for which there is a related allowance for credit losses at December 31, 2014 was \$16 million. The total unpaid principal balance of non-impaired loans for which the Company established a general reserve was \$600 million at December 31, 2014. The Company's recorded investment in non-impaired loans for which there is a related general reserve for credit losses was \$610 million at December 31, 2014. Interest income on impaired loans carried at amortized cost was not significant.

The Company is not involved with the servicing or modification of the jumbo prime loans held for investments except for its ability to approve certain loan modifications. The servicer of the respective securitization is responsible for servicing and modifying these loans. The Company is required to make certain assumptions in accounting for these loans due to the limitation of information available to the Company.

As all loans are carried at fair value as of September 30, 2015, there is no longer a reserve for losses related to TDRs as of September 30, 2015.

5. Fair Value Measurements

The Company applies fair value guidance in accordance with GAAP to account for its financial instruments. The Company categorizes its financial instruments, based on the priority of the inputs to the valuation technique, into a three-level fair value hierarchy. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to measure the financial instruments fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument. Financial assets and liabilities recorded at fair value on the Consolidated Statements of Financial Condition or disclosed in the related notes are categorized based on the inputs to the valuation techniques as follows:

Level 1 – inputs to the valuation methodology are quoted prices (unadjusted) for identical assets and liabilities in active markets.

Level 2 – inputs to the valuation methodology include quoted prices for similar assets and liabilities in active markets, and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument.

Level 3 – inputs to the valuation methodology are unobservable and significant to fair value.

Fair value measurements categorized within Level 3 are sensitive to changes in the assumptions or methodology used to determine fair value and such changes could result in a significant increase or decrease in the fair value. Any changes to the valuation methodology are reviewed by management to ensure the changes are appropriate. As markets and products evolve and the pricing for certain products becomes more transparent, the Company will continue to refine its valuation methodologies. The methodology utilized by the Company for the periods presented is unchanged. The methods used to produce a fair value calculation may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Company believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies, or assumptions, to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date. The Company uses inputs that are current as of the measurement date, which may include periods of market dislocation, during which price transparency may be reduced.

During times of market dislocation, the observability of prices and inputs can be difficult for certain investments. If third party pricing services are unable to provide a price for an asset, or if the price provided by them is deemed unreliable by the Company, then the asset will be valued at its fair value as determined by the Company without validation to third-party pricing. Illiquid investments typically experience greater price volatility as an active market does not exist. Observability of prices and inputs can vary significantly from period to period and may cause instruments to change classifications within the three level hierarchy.

A description of the methodologies utilized by the Company to estimate the fair value of its financial instruments by instrument class follows:

Agency MBS and Non-Agency RMBS

The Company determines the fair value of all of its investment securities based on discounted cash flows utilizing an internal pricing model that incorporates factors such as coupon, prepayment speeds, loan size, collateral composition, borrower characteristics, expected interest rates, life caps, periodic caps, reset dates, collateral seasoning, delinquency, expected losses, expected default severity, credit enhancement, and other pertinent factors. To corroborate that the estimates of fair values generated by these internal models are reflective of current market prices, the Company compares the fair values generated by the model to non-binding independent prices provided by two independent third party pricing services. For certain highly liquid asset classes, such as Agency fixed-rate pass-through bonds, the Company's valuations are also compared to quoted prices for To-Be-Announced ("TBA") securities.

Each quarter the Company develops thresholds which are determined utilizing current bid/ask spreads, liquidity, price volatility and other factors as appropriate. If internally developed model prices differ from the independent prices provided by greater than a market derived predetermined threshold for the period, the Company highlights these differences for further review, both internally and with the third party pricing service. The Company obtains the inputs used by the third party pricing services and compares them to the Company's inputs. The Company updates its own inputs if the Company determines the third party pricing inputs more accurately reflect the current market environment. If the Company believes that its internally developed inputs more accurately reflect the current market environment, it will request that the third party pricing service review market factors that may not have been considered by the third party pricing service and provide updated prices. The Company reconciles and resolves all pricing differences in excess of the predetermined thresholds before a final price is established. At September 30, 2015, three investments with a fair value of \$105 million had a difference between the model generated prices and the third party prices provided in excess of the derived predetermined threshold for the period. The internally developed prices were \$13 million lower than the third party prices provided. After review and discussion, the Company affirmed and valued the investments at the lower internally developed price. No other differences were noted at September 30, 2015 in excess of the derived predetermined threshold for the period. At December 31, 2014, all differences between the model generated prices and the third party prices were within the derived predetermined threshold for the period.

The Company's estimate of prepayment, default and severity curves all involve judgment and assumptions that are deemed to be significant to the fair value measurement process, which renders the resulting Non-Agency RMBS fair value estimates Level 3 inputs in the fair value hierarchy. As the fair values of Agency MBS are more observable, these investments are classified as level 2 in the fair value hierarchy.

Securitized Loans Held for Investment

Securitized loans consisting of seasoned sub-prime residential mortgage loans:

The Company estimates the fair value of its securitized loans held for investment consisting of seasoned sub-prime residential mortgage loans on a loan by loan basis using an internally developed model which compares the loan held by the Company with a loan currently offered in the market. The loan price is adjusted in the model by considering the loan factors which would impact the value of a loan. These loan factors include: loan coupon as compared to coupon currently available in the market, FICO, loan-to-value ratios, delinquency history, owner occupancy, and property type, among other factors. A baseline is developed for each significant loan factor and adjusts the price up or down depending on how that factor for each specific loan compares to the baseline rate. Generally, the most significant impact on loan value is the loan interest rate as compared to interest rates currently available in the market and delinquency history. These two factors are based on relevant observable inputs.

The Company also monitors market activity to identify trades which may be used to compare internally developed prices; however, as the portfolio of loans held at fair value is a seasoned sub-prime pool of mortgage loans, comparable loan pools are not common or directly comparable. There are limited transactions in the market place to develop a comprehensive direct range of values. However, if market data becomes available, the Company will compare this data to the internally developed prices to ensure reasonableness of the valuation.

The Company reviews the fair values generated by the model to determine whether prices are reflective of the current market by corroborating its estimates of fair value by comparing the results to non-binding independent prices provided by two independent third party pricing services for the loan portfolio. Each quarter the Company develops thresholds which are determined utilizing a senior securitization market for a similar pool of loans.

If the internally developed fair values of the loan pools differ from the independent prices provided by greater than a predetermined threshold for the period, the Company highlights these differences for further review, both internally and with the third party pricing service. The Company obtains certain inputs used by the third party pricing services and evaluates them for reasonableness. The Company updates its own model if the Company determines the third party pricing inputs more accurately reflect the current market environment or observed information from the third party vendors. If the Company believes that its internally developed inputs more accurately reflect the current market environment, it will request that the third party pricing service review market factors that may not have been considered by the third party pricing service. The Company reconciles and resolves all pricing differences in excess of the predetermined thresholds before a final price is established.

The Company's estimates of fair value of securitized loans held for investment involve management judgment and assumptions that are deemed to be significant to the fair value measurement process, which renders the resulting fair value estimates level 3 inputs in the fair value hierarchy.

Securitized loans collateralized by jumbo, prime residential mortgages :

The securitized loans collateralized by jumbo, prime residential mortgages are carried at fair value as of September 30, 2015. The securitized loans are held as part of a consolidated CFE. A CFE is a variable interest entity that holds financial assets, issues beneficial interests in those assets and has no more than nominal equity and the beneficial interests have contractual recourse only to the related assets of the CFE. Accounting guidance for CFEs allow the Company to elect to measure the CFE's financial assets using the fair value of the CFE's financial liabilities as the fair values of the financial liabilities of the CFE are more observable. Therefore, the fair value of the securitized loans collateralized by jumbo, prime residential mortgages is based on the fair value of the securitized debt. See discussion of the fair value of Securitized Debt, collateralized by Loans Held for Investment at fair value below.

As the more observable Securitized debt, collateralized by loans held for investment are considered level 3 in the fair value hierarchy, the Securitized loans collateralized by jumbo, prime residential mortgages are also level 3 in the fair value hierarchy.

Securitized Debt, collateralized by Non-Agency RMBS

The Company carries securitized debt, collateralized by Non-Agency RMBS at the principal balance outstanding plus unamortized premiums, less unaccreted discounts recorded in connection with the financing of the loans or RMBS with third parties. The Company estimates the fair value of securitized debt, collateralized by Non-Agency RMBS by estimating the future cash flows associated with the underlying assets collateralizing the secured debt outstanding. The Company models the fair value of each underlying asset by considering, among other items, the structure of the underlying security, coupon, servicer, delinquency, actual and expected defaults, actual and expected default severities, reset indices, and prepayment speeds in conjunction with market research for similar collateral performance and management's expectations of general economic conditions in the sector and other economic factors. This process, including the review process, is consistent with the process used for Agency MBS and Non-Agency RMBS using internal models. See the further discussion of the valuation process and benchmarking process in the *Agency MBS and Non-Agency RMBS* discussion of fair value.

The Company's estimates of fair value of securitized debt, collateralized by Non-Agency RMBS involve management's judgment and assumptions that are deemed to be significant to the fair value measurement process, which renders the resulting fair value estimates level 3 inputs in the fair value hierarchy.

Securitized Debt, collateralized by Loans Held for Investment

The Company determines the fair value of securitized debt, collateralized by loans held for investment based on discounted cash flows utilizing an internal pricing model that incorporates factors such as coupon, prepayment speeds, loan size, collateral composition, borrower characteristics, expected interest rates, life caps, periodic caps, reset dates, collateral seasoning, expected losses, expected default severity, credit enhancement, and other pertinent factors. This process, including the review process, is consistent with the process used for Agency MBS and Non-Agency RMBS using internal models. See the further discussion of the valuation process and benchmarking process in the *Agency MBS and Non-Agency RMBS* discussion of fair value.

The Company's estimates of fair value of securitized debt, collateralized by loans held for investment involve management's judgment and assumptions that are deemed to be significant to the fair value measurement process, which renders the resulting fair value estimates level 3 inputs in the fair value hierarchy.

Derivatives

Interest Rate Swaps and Swaptions

The Company determines the fair value of its interest rate swaps and swaptions based on the net present value of future cash flows of the swap or swaption. The Company compares its own estimate of fair value to dealer quotes received to evaluate for reasonableness. The dealer quotes incorporate common market pricing methods, including a spread measurement to the Treasury yield curve or interest rate swap curve as well as underlying characteristics of the particular contract. Interest rate swaps and swaptions are modeled by the Company by incorporating such factors as the term to maturity, Treasury curve, overnight index swap rates, and the payment rates on the fixed portion of the interest rate swaps. The Company has classified the characteristics used to determine the fair value of interest rate swaps as Level 2 inputs in the fair value hierarchy.

Treasury Futures

The fair value of Treasury futures is determined by quoted market prices for similar financial instruments in an active market. The Company has classified the characteristics used to determine the fair value of Treasury futures as Level 1 inputs in the fair value hierarchy.

Mortgage Options

Mortgage options are valued using an option pricing model which considers the strike price of the option, the price of the underlying security, settle date, a discount rate and the implied volatility. The implied volatility is determined from the daily price of the underlying security as well as prices on similar financial instruments. The Company has classified the characteristics used to determine the fair value of mortgage options as Level 3 inputs in the fair value hierarchy.

Repurchase Agreements

Repurchase agreements are collateralized financing transactions utilized by the Company to acquire investment securities. Due to the short term nature of these financial instruments, the Company estimates the fair value of these repurchase agreements using the contractual obligation plus accrued interest payable at maturity.

Short-term Financial Instruments

The carrying value of cash and cash equivalents, accrued interest receivable, receivable for securities sold, dividends payable, payable for securities purchased and accrued interest payable are considered to be a reasonable estimate of fair value due to the short term nature and low credit risk of these short-term financial instruments.

The Company's financial assets and liabilities carried at fair value on a recurring basis, including the level in the fair value hierarchy, at September 30, 2015 and December 31, 2014 is presented below.

September 30, 2015 (dollars in thousands)					
	Level 1	Level 2	Level 3	Counterparty and Cash Collateral, netting	Total
Assets:					
Non-Agency RMBS, at fair value	\$ -	\$ -	3,789,967	\$ -	\$ 3,789,967
Agency RMBS, at fair value	-	6,514,728	-	-	6,514,728
Securitized loans held for investment, at fair value	-	-	5,281,652	-	5,281,652
Derivatives	-	12,235	-	-	12,235
Liabilities:					
Securitized debt at fair value, collateralized by loans held for investment	-	-	(4,221,295)	-	(4,221,295)
Derivatives	(5,319)	(91,573)	-	82,178	(14,714)
Total	\$ (5,319)	\$ 6,435,390	\$ 4,850,324	\$ 82,178	\$ 11,362,573

December 31, 2014 (dollars in thousands)					
	Level 1	Level 2	Level 3	Counterparty and Cash Collateral, netting	Total
Assets:					
Non-Agency RMBS, at fair value	\$ -	\$ -	\$ 3,404,149	\$ -	\$ 3,404,149
Agency RMBS, at fair value	-	8,441,522	-	-	8,441,522
Securitized loans held for investment, at fair value	-	-	4,699,215	-	4,699,215
Derivatives	-	4,798	-	(1,167)	3,631
Liabilities:					
Securitized debt at fair value, collateralized by loans held for investment	-	-	(3,868,366)	-	(3,868,366)
Derivatives	(7,227)	(113,679)	(71)	106,800	(14,177)
Total	\$ (7,227)	\$ 8,332,641	\$ 4,234,927	\$ 105,633	\$ 12,665,974

The table below provides a summary of the changes in the fair value of securities classified as Level 3 at September 30, 2015 and December 31, 2014.

Fair Value Reconciliation, Level 3

For the Nine Months Ended
September 30, 2015
(dollars in thousands)

	Non-Agency RMBS	Derivatives	Securitized Loans	Securitized Debt	Total
Beginning balance Level 3 assets	\$ 3,404,149	\$ (71)	\$ 5,306,501	\$ (4,383,217)	\$ 4,327,362
Transfers in to Level 3 assets	-	-	-	-	-
Transfers out of Level 3 assets	-	-	-	-	-
Transfer due to consolidation	(108,764)	-	-	-	(108,764)
Purchases	926,927	-	577,036	(1,250,142)	253,821
Principal payments	(280,701)	-	(542,506)	582,531	(240,676)
Sales and Settlements	(135,646)	(597)	(2,307)	873,489	734,939
Accretion (amortization) of purchase discounts	86,900	-	(7,997)	(2,337)	76,566
Gains (losses) included in net income					-
Other than temporary credit impairment losses	(52,748)	-	-	-	(52,748)
Realized gains (losses) on sales and settlements	6,382	443	-	(14,836)	(8,011)
Net unrealized gains (losses) included in income	(6,232)	225	(49,075)	(26,783)	(81,865)
Gains (losses) included in other comprehensive income					-
Total unrealized gains (losses) for the period	(50,300)	-	-	-	(50,300)
Ending balance Level 3 assets	\$ 3,789,967	\$ -	\$ 5,281,652	\$ (4,221,295)	\$ 4,850,324

For the Year Ended
December 31, 2014
(dollars in thousands)

	Non-Agency RMBS	Derivatives	Securitized Loans	Securitized Debt	Total
Beginning balance Level 3 assets	\$ 3,774,463	\$ -	\$ -	\$ -	\$ 3,774,463
Transfers in to Level 3 assets	-	-	-	-	-
Transfers out of Level 3 assets	-	-	-	-	-
Purchases	454,506	-	4,722,824	(4,309,055)	868,275
Principal payments	(324,768)	-	(173,597)	412,652	(85,713)
Sales and Settlements	(602,573)	(8,479)	-	-	(611,052)
Accretion of purchase discounts	99,512	-	5,028	2,026	106,566
Gains (losses) included in net income					-
Other than temporary credit impairment losses	(63,992)	-	-	-	(63,992)
Realized gains (losses) on sales and settlements	62,634	8,749	-	-	71,383
Realized gain on deconsolidation	47,846	-	-	-	47,846
Net unrealized gains (losses) included in income	25,271	(341)	144,960	26,011	195,901
Gains (losses) included in other comprehensive income					-
Total unrealized gains (losses) for the period	(68,750)	-	-	-	(68,750)
Ending balance Level 3 assets	\$ 3,404,149	\$ (71)	\$ 4,699,215	\$ (3,868,366)	\$ 4,234,927

There were no transfers to or from Level 3 for the nine months ended September 30, 2015 and the year ended December 31, 2014.

Sensitivity of Significant Inputs – Non-Agency RMBS and securitized debt, collateralized by loans held for investment

The significant unobservable inputs used in the fair value measurement of the Company's Non-Agency RMBS and securitized debt are the weighted average discount rates, constant prepayment speed ("CPR"), cumulative default rate, and the loss severity.

Prepayment speeds, as reflected by the CPR, vary according to interest rates, the type of financial instrument, conditions in financial markets, and other factors, none of which can be predicted with any certainty. In general, when interest rates rise, it is relatively less attractive for borrowers to refinance their mortgage loans, and as a result, prepayment speeds tend to decrease. When interest rates fall, prepayment speeds tend to increase. For RMBS investments purchased at a premium, as prepayment speeds increase, the amount of income the Company earns decreases as the purchase premium on the bonds amortizes faster than expected. Conversely, decreases in prepayment speeds result in increased income and can extend the period over which the Company amortizes the purchase premium. For RMBS investments purchased at a discount, as prepayment speeds increase, the amount of income the Company earns increases from the acceleration of the accretion of the discount into interest income. Conversely, decreases in prepayment speeds result in decreased income as the accretion of the purchase discount into interest income occurs over a longer period.

For securitized debt carried at fair value issued at a premium, as prepayment speeds increase, the amount of interest expense the Company recognizes decreases as the issued premium on the debt amortizes faster than expected. Conversely, decreases in prepayment speeds result in increased expense and can extend the period over which the Company amortizes the premium.

For debt issued at a discount, as prepayment speeds increase, the amount of interest the Company expenses increases from the acceleration of the accretion of the discount into interest expense. Conversely, decreases in prepayment speeds result in decreased expense as the accretion of the discount into interest expense occurs over a longer period.

Cumulative default rates represent an annualized rate of default on a group of mortgages. The constant default rate (“CDR”) represents the percentage of outstanding principal balances in the pool that are in default, which typically equates to the home being past 60-day and 90-day notices and in the foreclosure process. When default rates increase, expected cash flows on the underlying collateral decreases. When default rates decrease, expected cash flows on the underlying collateral increases.

Loss severity rates reflect the amount of loss expected from a foreclosure and liquidation of the underlying collateral in the mortgage loan pool. When a mortgage loan is foreclosed the collateral is sold and the resulting proceeds are used to settle the outstanding obligation. In many circumstances, the proceeds from the sale do not fully repay the outstanding obligation. In these cases a loss is incurred by the lender. Loss severity is used to predict how costly future losses are likely to be. An increase in loss severity results in a decrease in expected future cash flows. A decrease in loss severity results in an increase in expected future cash flows.

The discount rate refers to the interest rate used in the discounted cash flow analysis to determine the present value of future cash flows. The discount rate takes into account not just the time value of money, but also the risk or uncertainty of future cash flows. An increased uncertainty of future cash flows results in a higher discount rate. The discount rate used to calculate the present value of the expected future cash flows is based on the discount rate implicit in the security as of the last measurement date. As discount rates move up, the discounted cash flows are reduced.

A summary of the significant inputs used to estimate the fair value of Non-Agency RMBS held for investment at fair value as of September 30, 2015 and December 31, 2014 follows:

	September 30, 2015				December 31, 2014			
	Significant Inputs				Significant Inputs			
	Weighted Average Discount Rate	CPR	CDR Range	Loss Severity	Weighted Average Discount Rate	CPR	CDR Range	Loss Severity
Non-Agency RMBS								
Senior	5.1%	1% - 16%	0% - 21%	35% - 93%	4.7%	1% - 16%	0% - 31%	50% - 85%
Senior interest-only	13.0%	1% - 35%	0% - 58%	35% - 95%	14.4%	1% - 25%	0% - 32%	50% - 85%
Subordinated	6.5%	0% - 35%	0% - 21%	10% - 91%	5.8%	1% - 16%	0% - 19%	10% - 78%
Subordinated interest-only	14.0%	6% - 12%	1% - 11%	35% - 63%	22.0%	1% - 10%	0% - 14%	50% - 65%

A summary of the significant inputs used to estimate the fair value of securitized debt at fair value as of September 30, 2015 and December 31, 2014 follows:

	September 30, 2015			December 31, 2014		
	CPR Range	CDR Range	Loss Severity Range	CPR Range	CDR Range	Loss Severity Range
Securitized debt at fair value, collateralized by loans held for investment	4% - 35%	0% - 5%	35% - 55%	3% - 8%	0% - 9%	50% - 73%

All of the significant inputs listed have some degree of market observability, based on the Company’s knowledge of the market, information available to market participants, and use of common market data sources. Collateral default and loss severity projections are in the form of “curves” that are updated quarterly to reflect the Company’s collateral cash flow projections. Methods used to develop these projections conform to industry conventions. The Company uses assumptions it considers its best estimate of future cash flows for each security.

The discount rates applied to the expected cash flows to determine fair value are derived from a range of observable prices on securities backed by similar collateral. As the market becomes more or less liquid, the availability of these observable inputs will change.

The prepayment speed specifies the percentage of the collateral balance that is expected to prepay at each point in the future. The prepayment speed is based on factors such as collateral FICO score, loan-to-value ratio, debt-to-income ratio, and vintage on a loan level basis and is scaled up or down to reflect recent collateral-specific prepayment experience as obtained from remittance reports and market data services.

Default vectors are determined from the current “pipeline” of loans that are more than 30 days delinquent, in foreclosure, bankruptcy, or are REO. These delinquent loans determine the first 30 months of the default curve. Beyond month 30, the default curve transitions to a value that is reflective of a portion of the current delinquency pipeline.

The curve generated to reflect the Company’s expected loss severity is based on collateral-specific experience with consideration given to other mitigating collateral characteristics. Characteristics such as seasoning are taken into consideration because severities tend to initially increase on newly originated securities, before beginning to decline as the collateral ages and eventually stabilize. Collateral characteristics such as loan size, loan-to-value, and geographic location of collateral also effect loss severity.

Sensitivity of Significant Inputs – Securitized loans held for investment

The significant unobservable inputs used to estimate the fair value of the securitized loans held for investment collateralized by seasoned sub-prime residential mortgage loans, as of September 30, 2015 and December 31, 2014 include coupon, FICO score at origination, loan-to-value ratios (LTV), owner occupancy status, and property type. A summary of the significant inputs used to estimate the fair value of Securitized loans held for investment at fair value as of September 30, 2015 and December 31, 2014 follows:

Factor:	September 30, 2015 Significant Inputs		December 31, 2014 Significant Inputs	
	Base Rate	Weighted Average/Percent of loan pool	Base Rate	Weighted Average/Percent of loan pool
Coupon				
Clean	4.4%	6.7%	4.4%	6.6%
Reperforming	5.3%	6.7%	5.3%	6.6%
FICO	620	629	620	637
Loan-to-value (LTV)	90%	81%	90%	81%
Occupancy				
Owner Occupied	N/A	96%	N/A	96%
Investor	N/A	4%	N/A	4%
Secondary	N/A	0%	N/A	0%
Property Type				
Single family	N/A	78%	N/A	79%
Manufactured housing	N/A	15%	N/A	15%
Multi-family/mixed use/other	N/A	7%	N/A	6%

The loan factors are generally not observable for the individual loans and the base rates developed by the Company’s internal model are subjective and change as market conditions change. The impact of the loan coupon on the value of the loan is dependent on whether the loan is clean or reperforming. A clean loan, with no history of delinquent payments and a relatively high loan interest rate would result in a higher overall value than a reperforming loan which has a history of delinquency. Similarly, a higher FICO score and a lower LTV ratio results in increases in the fair market value of the loan and a lower FICO score and a higher LTV ratio results in a lower value.

Property types also affect the overall loan values. Property types include single family, manufactured housing and multi-family/mixed use and other types of properties. Single family homes represent properties which house only one family unit. Manufactured homes include mobile homes and modular homes. Loan value for properties that are investor or secondary homes have a reduced value as compared to the baseline loan value. Additionally, single family homes will result in an increase to the loan value where manufactured and multi-family/mixed use and other properties will result in a decrease to the loan value, as compared to the baseline.

The following table presents the carrying value and fair value, as described above, of the Company's financial instruments not carried at fair value on a recurring basis at September 30, 2015 and December 31, 2014.

	September 30, 2015 (dollars in thousands)		
	Level in Fair Value Hierarchy	Carrying Amount	Fair Value
Repurchase agreements	2	(7,150,821)	(7,176,873)
Securitized debt, collateralized by Non-Agency RMBS	3	(571,853)	(565,748)

	December 31, 2014 (dollars in thousands)		
	Level in Fair Value Hierarchy	Carrying Amount	Fair Value
Securitized loans held for investment	3	626,112	626,100
Repurchase agreements	2	(8,455,381)	(8,473,836)
Securitized debt, collateralized by Non-Agency RMBS	3	(704,915)	(708,623)
Securitized debt, collateralized by loans held for investment	3	(521,997)	(514,851)

6. Repurchase Agreements

The interest rates of the Company's repurchase agreements are generally indexed to the one-month, three-month and twelve-month LIBOR rates and re-price accordingly. The repurchase agreements outstanding, weighted average borrowing rates, weighted average remaining maturities, average daily balances and the fair value of collateral pledged as of September 30, 2015 and December 31, 2014 is:

	September 30, 2015	December 31, 2014
Repurchase agreements outstanding secured by:		
Agency MBS (in thousands)	\$ 5,149,291	\$ 7,422,040
Non-agency MBS (in thousands)	2,001,530	1,033,341
Total:	<u>\$ 7,150,821</u>	<u>\$ 8,455,381</u>
Average daily balance of Repurchase agreements secured by:		
Agency MBS (in thousands)	\$ 5,938,754	\$ 4,862,939
Non-agency MBS (in thousands)	1,470,451	329,716
Total:	<u>\$ 7,409,205</u>	<u>\$ 5,192,654</u>
Weighted average borrowing rate of Repurchase agreements secured by:		
Agency MBS	0.57%	0.44%
Non-agency MBS	2.40%	1.98%
Weighted average maturity of Repurchase agreements secured by:		
Agency MBS	80 Days	94 Days
Non-agency MBS	203 Days	146 Days
MBS pledged as collateral at fair value on Repurchase agreements:		
Agency MBS (in thousands)	\$ 5,476,562	\$ 7,822,554
Non-agency MBS (in thousands)	3,005,693	1,487,184
Total:	<u>\$ 8,482,255</u>	<u>\$ 9,309,738</u>

At September 30, 2015 and December 31, 2014, the repurchase agreements collateralized by RMBS had the following remaining maturities.

	September 30, 2015	December 31, 2014
	(dollars in thousands)	
Overnight	\$ 33,119	\$ -
1 to 29 days	1,620,979	2,652,717
30 to 59 days	1,846,105	1,371,856
60 to 89 days	877,448	656,915
90 to 119 days	1,224,940	2,068,740
Greater than or equal to 120 days	1,548,230	1,705,153
Total	<u>\$ 7,150,821</u>	<u>\$ 8,455,381</u>

At September 30, 2015 and December 31, 2014, the Company had an amount at risk with Credit Suisse First Boston of 11% and 10%, respectively, of its equity related to the collateral posted on repurchase agreements. As of September 30, 2015 the weighted average maturity of the repurchase agreements with Credit Suisse First Boston was 83 days and the amount at risk was \$345 million. As of December 31, 2014 the weighted average maturity of the repurchase agreements with Credit Suisse First Boston was 156 days and the amount at risk was \$367 million. There were no other amounts at risk with any other counterparties greater than 10% of the Company's equity as of September 30, 2015 and December 31, 2014.

7. Securitized Debt

All of the Company's securitized debt is collateralized by residential mortgage loans or Non-Agency RMBS. For financial reporting purposes, the Company's securitized debt is accounted for as secured borrowings. Thus, the residential mortgage loans or RMBS held as collateral are recorded in the assets of the Company as securitized loans held for investment or Non-Agency RMBS transferred to consolidated VIEs and the securitized debt is recorded as a non-recourse liability in the accompanying Consolidated Statements of Financial Condition.

Securitized Debt Collateralized by Non-Agency RMBS

At September 30, 2015 and December 31, 2014 the Company's securitized debt collateralized by Non-Agency RMBS is carried at amortized cost and had a principal balance of \$589 million and \$727 million, respectively. At September 30, 2015 and December 31, 2014, the debt carried a weighted average cost of financing equal to 4.41% and 4.28%, respectively. The debt matures between the years 2035 and 2047. None of the Company's securitized debt collateralized by Non-Agency RMBS is callable.

During the first quarter of 2014, the Company acquired securitized debt collateralized by Non-Agency RMBS with an outstanding principal balance of \$54 million for \$56 million. This transaction resulted in a loss on the extinguishment of debt of \$2 million. This loss is reflected in earnings for the nine months ended September 30, 2014.

The following table presents the estimated principal repayment schedule of the securitized debt at September 30, 2015 and December 31, 2014, based on expected cash flows of the residential mortgage loans or RMBS, as adjusted for projected losses on the underlying collateral of the debt. All of the securitized debt recorded in the Company's Consolidated Statements of Financial Condition is non-recourse to the Company.

	September 30, 2015	December 31, 2014
(dollars in thousands)		
Within One Year	\$ 144,730	\$ 175,713
One to Three Years	183,914	220,995
Three to Five Years	83,482	112,779
Greater Than Five Years	65,158	96,266
Total	\$ 477,284	\$ 605,753

Maturities of the Company's securitized debt are dependent upon cash flows received from the underlying loans. The estimate of their repayment is based on scheduled principal payments on the underlying loans. This estimate will differ from actual amounts to the extent prepayments or loan losses are experienced. See Notes 3 for a more detailed discussion of the securities collateralizing the securitized debt.

Securitized Debt Collateralized by Loans Held for Investment

At September 30, 2015 and December 31, 2014 the Company's securitized debt collateralized by loans held for investment had a principal balance of \$4.4 billion and \$4.5 billion, respectively. During the quarter and nine months ended September 30, 2015, the company recognized a gain of \$3 million and a loss of \$27 million, respectively, on the securitized debt carried at fair value in Net unrealized gains (losses) on financial instruments at fair value. The Company did not have any securitized debt carried at fair value during the quarter and nine months ended September 30, 2014.

During the third quarter of 2015, the Company acquired securitized debt collateralized by loans with an outstanding principal balance of \$643 million for \$663 million. This transaction resulted in a loss on the extinguishment of debt of \$20 million. This loss is reflected in earnings for the quarter and nine months ended September 30, 2015.

At September 30, 2015 and December 31, 2014 the total securitized debt collateralized by loans held for investment carried a weighted average cost of financing equal to 3.23% and 3.47% respectively. The debt matures between the years 2023 and 2065.

The following table presents the estimated principal repayment schedule of the securitized debt at September 30, 2015 and December 31, 2014, based on expected cash flows of the residential mortgage loans or RMBS, as adjusted for projected losses on the underlying collateral of the debt. All of the securitized debt recorded in the Company's Consolidated Statements of Financial Condition is non-recourse to the Company.

	September 30, 2015	December 31, 2014
(dollars in thousands)		
Within One Year	\$ 623,411	\$ 704,654
One to Three Years	977,471	1,206,241
Three to Five Years	724,143	828,196
Greater Than Five Years	1,433,765	1,577,368
Total	\$ 3,758,790	\$ 4,316,459

Maturities of the Company's securitized debt are dependent upon cash flows received from the underlying loans. The estimate of their repayment is based on scheduled principal payments on the underlying loans. This estimate will differ from actual amounts to the extent prepayments or loan losses are experienced. See Note 4 for a more detailed discussion of the loans collateralizing the securitized debt.

Certain of the securitized debt collateralized by loans held for investment contain call provisions and are callable at par, at the option of the Company. The following table presents the par value of the callable debt by year at September 30, 2015.

September 30, 2015 (dollars in thousands)	
Year	Principal
2015	521,803
2016	1,924,670
2017	229,439
2018	1,302,705
Total	3,978,617

8. Consolidated Securitization Vehicles and Other Variable Interest Entities

Since its inception, the Company has utilized VIEs for the purpose of securitizing whole mortgage loans or re-securitizing RMBS and obtaining permanent, non-recourse term financing. The Company evaluated its interest in each VIE to determine if it is the primary beneficiary.

As of September 30, 2015, the Company's Consolidated Statement of Financial Condition includes assets of consolidated VIEs with a carrying value of \$7.6 billion and a carrying value of \$4.8 billion of liabilities. As of December 31, 2014, the Company's Consolidated Statement of Financial Condition includes consolidated VIEs with \$7.9 billion of assets and \$5.1 billion of liabilities.

During the third quarter of 2015, the Company acquired the rights to approximately \$295 million of seasoned sub-prime residential mortgage loans through the purchase of certain subordinated tranches in CSMC 2015-RPL4 trust, a VIE. The Company evaluated the CSMC 2015-RPL4 trust and conclude that its interest in the trust gave the Company the power to direct the activity of the trust. Therefore, the Company concluded that it was the primary beneficiary of the CSMC 2015-RPL4 trust and consolidated the assets and liabilities of the CSMC 2015-RPL4 trust.

VIEs for Which the Company is the Primary Beneficiary

The retained beneficial interests in VIEs for which the Company is the primary beneficiary are typically the subordinated tranches of these re-securitizations and in some cases the Company may hold interests in additional tranches. The table below reflects the assets and liabilities recorded in the Consolidated Statements of Financial Condition related to the consolidated VIEs as of September 30, 2015 and December 31, 2014.

	September 30, 2015	December 31, 2014
	(dollars in thousands)	
Assets		
Non-Agency RMBS, at fair value	\$ 2,243,352	\$ 2,473,467
Securitized loans held for investment, net of allowance for loan losses	-	626,112
Securitized loans held for investment, at fair value	5,281,652	4,699,215
Accrued interest receivable	38,398	39,558
Other Assets	86,337	85,880
Liabilities		
Securitized debt, collateralized by Non-Agency RMBS	\$ 571,853	\$ 704,915
Securitized debt, collateralized by loans held for investment	-	521,997
Securitized debt at fair value, collateralized by loans held for investment	4,221,295	3,868,366
Accrued interest payable	13,333	16,070

Income and expense and OTTI amounts related to consolidated VIEs recorded in the Consolidated Statements of Operations and Comprehensive Income is presented in the table below.

	For the Quarter Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Interest income, Assets of consolidated VIEs	\$ 142,053	\$ 103,742
Interest expense, Non-recourse liabilities of VIEs	50,837	28,984
Net interest income	\$ 91,216	\$ 74,758
Total other-than-temporary impairment losses	\$ (301)	-
Portion of loss recognized in other comprehensive income	(15,838)	(695)
Net other-than-temporary credit impairment losses	\$ (16,139)	\$ (695)
	For the Nine Months Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Interest income, Assets of consolidated VIEs	\$ 439,571	\$ 274,215
Interest expense, Non-recourse liabilities of VIEs	148,017	66,859
Net interest income	\$ 291,554	\$ 207,356
Total other-than-temporary impairment losses	(1,738)	(479)
Portion of loss recognized in other comprehensive income (loss)	(43,217)	(4,166)
Net other-than-temporary credit impairment losses	\$ (44,955)	\$ (4,645)

VIEs for Which the Company is Not the Primary Beneficiary

The Company is not required to consolidate VIEs in which it has concluded it does not have a controlling financial interest, and thus is not the primary beneficiary. In such cases, the Company does not have both the power to direct the entities' most significant activities and the obligation to absorb losses or right to receive benefits that could potentially be significant to the VIEs. The Company's investments in these unconsolidated VIEs are carried in Non-Agency RMBS on the Consolidated Statements of Financial Condition and include senior and subordinated bonds issued by the VIEs. The fair value of the Company's investments in each unconsolidated VIEs at September 30, 2015, ranged from less than \$1 million to \$54 million, with an aggregate amount of \$1.5 billion. The fair value of the Company's investments in each unconsolidated VIEs at December 31, 2014, ranged from less than \$1 million to \$46 million, with an aggregate amount of \$931 million. The Company's maximum exposure to loss from these unconsolidated VIEs was \$1.4 billion at September 30, 2015 and \$822 million at December 31, 2014. The maximum exposure to loss was determined as the amortized cost of the unconsolidated VIE, which represents the purchase price of the investment adjusted by any unamortized premiums or discounts as of the reporting date.

9. Derivative Instruments

In connection with the Company's interest rate risk management strategy, the Company economically hedges a portion of its interest rate risk by entering into derivative financial instrument contracts in the form of interest rate swaps, swaptions, and Treasury futures. The Company's swaps are used to lock in a fixed rate related to a portion of its current and anticipated payments on its repurchase agreements. The Company typically agrees to pay a fixed rate of interest ("pay rate") in exchange for the right to receive a floating rate of interest ("receive rate") over a specified period of time. Treasury futures are derivatives which track the prices of specific Treasury securities and are traded on an active exchange. It is generally the Company's policy to close out any Treasury futures positions prior to taking delivery of the underlying security. The Company uses Treasury futures to lock in prices on the purchase or sale of Agency MBS and to hedge changes in interest rates on its existing portfolio.

In addition to interest rate swaps, from time to time the Company purchases and sells mortgage options. Mortgage options give the Company the right, but not the obligation, to buy or sell mortgage backed securities at a future date for a fixed price. The Company uses mortgage options to lock in prices on the purchase or sale of Agency MBS and to enhance investment returns.

The use of derivatives creates exposure to credit risk relating to potential losses that could be recognized if the counterparties to these instruments fail to perform their obligations under the contracts. In the event of a default by the counterparty, the Company could have difficulty obtaining its RMBS or cash pledged as collateral for these derivative instruments. The Company periodically monitors the credit profiles of its counterparties to determine if it is exposed to counterparty credit risk. See Note 14 for further discussion of counterparty credit risk.

The table below summarizes the location and fair value of the derivatives reported in the Consolidated Statements of Financial Condition after counterparty netting and posting of cash collateral as of September 30, 2015 and December 31, 2014.

September 30, 2015

Derivative Instruments	Notional Amount Outstanding	Derivative Assets		Derivative Liabilities	
		Location on Consolidated Statements of Financial Condition	Net Estimated Fair Value/Carrying Value	Location on Consolidated Statements of Financial Condition	Net Estimated Fair Value/Carrying Value
(dollars in thousands)					
Interest Rate Swaps	\$ 4,021,400	Derivatives, at fair value, net	\$ 122	Derivatives, at fair value, net	\$ (10,548)
Mortgage Options	-	Derivatives, at fair value, net	-	Derivatives, at fair value, net	-
Swaptions	770,000	Derivatives, at fair value, net	12,113	Derivatives, at fair value, net	(4,166)
Treasury Futures	850,000	Derivatives, at fair value, net	-	Derivatives, at fair value, net	-
Total	\$ 5,641,400		\$ 12,235		\$ (14,714)

December 31, 2014

Derivative Instruments	Notional Amount Outstanding	Derivative Assets		Derivative Liabilities	
		Location on Consolidated Statements of Financial Condition	Net Estimated Fair Value/Carrying Value	Location on Consolidated Statements of Financial Condition	Net Estimated Fair Value/Carrying Value
(dollars in thousands)					
Interest Rate Swaps	\$ 3,573,000	Derivatives, at fair value, net	\$ -	Derivatives, at fair value, net	(14,061)
Mortgage Options	200,000	Derivatives, at fair value, net	-	Derivatives, at fair value, net	(71)
Swaptions	242,000	Derivatives, at fair value, net	2,889	Derivatives, at fair value, net	(45)
Treasury Futures	1,240,000	Derivatives, at fair value, net	-	Derivatives, at fair value, net	-
Total	\$ 5,255,000		\$ 2,889		\$ (14,177)

As of December 31, 2014, the Company had a net TBA position of \$742 thousand which settled in January of 2015. This amount is included in Derivative assets on the Consolidated Statements of Financial Condition as of December 31, 2014.

The effect of the Company's derivatives on the Consolidated Statements of Operations and Comprehensive Income is presented below.

Derivative Instruments	Location on Consolidated Statements of Operations and Comprehensive Income	Net gains (losses) on derivatives For the Quarter Ended (dollars in thousands)	
		September 30, 2015	September 30, 2014
Interest Rate Swaps	Net unrealized gains (losses) on derivatives	\$ (55,087)	\$ 7,041
Interest Rate Swaps	Net realized gains (losses) on derivatives	(11,355)	(17,132)
Mortgage Options	Net unrealized gains (losses) on derivatives	-	(4,340)
Mortgage Options	Net realized gains (losses) on derivatives	-	5,852
Treasury Futures	Net unrealized gains (losses) on derivatives	(6,886)	10,436
Treasury Futures	Net realized gains (losses) on derivatives	(9,309)	(11,547)
Swaptions	Net unrealized gains (losses) on derivatives	(9,567)	(162)
Swaptions	Net realized gains (losses) on derivatives	(496)	(325)
Total		\$ (92,700)	\$ (10,177)

Derivative Instruments	Location on Consolidated Statements of Operations and Comprehensive Income	Net gains (losses) on derivatives For the Nine Months Ended (dollars in thousands)	
		September 30, 2015	September 30, 2014
Interest Rate Swaps	Net unrealized gains (losses) on derivatives	\$ 25,143	\$ (8,728)
Interest Rate Swaps	Net realized gains (losses) on derivatives (1)	(135,255)	(34,843)
Mortgage Options	Net unrealized gains (losses) on derivatives	225	-
Mortgage Options	Net realized gains (losses) on derivatives	443	7,504
Treasury Futures	Net unrealized gains (losses) on derivatives	1,909	(2,829)
Treasury Futures	Net realized gains (losses) on derivatives	(44,541)	(21,029)
Swaptions	Net unrealized gains (losses) on derivatives	(6,734)	(162)
Swaptions	Net realized gains (losses) on derivatives	(353)	(325)
Other Derivative Assets	Net unrealized gains (losses) on derivatives	-	-
Other Derivative Assets	Net realized gains (losses) on derivatives	(21)	-
Total		\$ (159,183)	\$ (60,412)

(1) Includes loss on termination of interest rate swap of \$100 million as of nine months ended September 30, 2015

During the quarter ended September 2015, there were no swap terminations. The Company paid \$100 million to terminate interest rate swaps with a notional value of \$1.2 billion during the nine month ended September 30, 2015. The terminated swaps had original maturities ranging from 2019 to 2044. This amount represented the fair value of the terminated interest rate swaps, not counting any accrued interest at the time of settlement.

The weighted average pay rate on the Company's interest rate swaps at September 30, 2015 was 1.47% and the weighted average receive rate was 0.26%. The weighted average pay rate on the Company's interest rate swaps at December 31, 2014 was 2.26% and the weighted average receive rate was 0.24%. The weighted average maturity on the Company's interest rate swaps at September 30, 2015 and December 31, 2014 is 4 years and 6 years, respectively.

Certain of the Company's derivative contracts are subject to International Swaps and Derivatives Association Master Agreements or other similar agreements which may contain provisions that grant counterparties certain rights with respect to the applicable agreement upon the occurrence of certain events such as (i) a decline in stockholders' equity in excess of specified thresholds or dollar amounts over set periods of time, (ii) the Company's failure to maintain its REIT status, (iii) the Company's failure to comply with limits on the amount of leverage, and (iv) the Company's stock being delisted from the New York Stock Exchange (NYSE). Upon the occurrence of any one of items (i) through (iv), or another default under the agreement, the counterparty to the applicable agreement has a right to terminate the agreement in accordance with its provisions. Certain of the Company's interest rate swaps are cleared through a registered commodities exchange. Each of the Company's ISDAs and clearing exchange agreements contains provisions under which the Company is required to fully collateralize its obligations under the interest rate swap agreements if at any point the fair value of the swap represents a liability greater than the minimum transfer amount contained within the agreements. The Company is also required to post initial collateral upon execution of certain of its swap transactions. If the Company breaches any of these provisions, it will be required to settle its obligations under the agreements at their termination values, which approximates fair value. Cleared swaps are fair valued using internal pricing models and compared to the exchange market values. The aggregate fair value of all derivative instruments with credit-risk-related contingent features that are in a net liability position at September 30, 2015 is approximately \$92 million including accrued interest, which represents the maximum amount the Company would be required to pay upon termination, which is fully collateralized.

10. Common Stock

On March 12, 2015, The Company's board of directors approved a 1-for-5 reverse stock split of its common stock. The reverse stock split was effective after the close of trading on April 6, 2015, and the shares of the Company's common stock began trading on a reverse split-adjusted basis on the New York Stock Exchange beginning at the opening of trading on April 7, 2015. As a result of the reverse stock split, every five shares of the Company's common stock was converted into one share of common stock, reducing the number of issued and outstanding shares of the Company's common stock from approximately 1.0 billion to approximately 206 million and reducing the number of authorized shares from 1.5 billion to approximately 300 million. No fractional shares were issued in connection with the reverse stock split. Each stockholder who was otherwise entitled to receive a fractional share of the Company's common stock was entitled to receive a cash payment in lieu of a fractional share. The reverse stock split was not subject to stockholder approval and did not change the par value of the Company's common stock. All common shares, outstanding options and per share amounts for all periods were retroactively adjusted to reflect the reverse stock split.

On August 5, 2015, our Board of Directors adopted a program that authorizes repurchases of our common stock up to \$250 million. Shares of our common stock may be purchased in the open market, including through block purchases, or through privately negotiated transactions, or pursuant to any trading plan that may be adopted in accordance with Rule 10b5-1 of the Securities Exchange Act of 1934, as amended. The timing, manner, price and amount of any repurchases will be determined at our discretion and the program may be suspended, terminated or modified at any time for any reason. Among other factors, we intend to only consider repurchasing shares of our common stock when the purchase price is less than our estimate of our current net asset value per common share. Generally, when we repurchase our common stock at a discount to our net asset value, the net asset value of our remaining shares of common stock outstanding increases. In addition, we do not intend to repurchase any shares from directors, officers or other affiliates. The program does not obligate us to acquire any specific number of shares, and all repurchases will be made in accordance with Rule 10b-18, which sets certain restrictions on the method, timing, price and volume of stock repurchases.

During the quarter ended September 30, 2015, we repurchased approximately 17 million shares (of which 1 million shares were settled in October, 2015) of our common stock at an average repurchase price of \$13.94 per share for a total of \$231 million.

During the quarters ended September 30, 2015 and 2014, the Company declared dividends to common shareholders totaling \$91 million and \$92 million, respectively, or \$0.48 and \$0.45 per share, respectively. During the nine month ended September 30, 2015 and 2014, the Company declared dividends to common shareholders totaling \$289 million and \$277 million, respectively, or \$1.44 and \$1.35 per share, respectively.

Earnings per share for the quarters ended September 30, 2015 and 2014, respectively, are computed as follows:

	For the Quarter Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Numerator:		
Net income	\$ (48,259)	\$ 377,580
Effect of dilutive securities:	-	-
Dilutive net income available to stockholders	\$ (48,259)	\$ 377,580
Denominator:		
Weighted average basic shares	197,787,858	205,436,676
Effect of dilutive securities	87,550	65,100
Weighted average diluted shares	197,875,408	205,501,776
Net income per average share attributable to common stockholders - Basic	\$ (0.24)	\$ 1.85
Net income per average share attributable to common stockholders - Diluted	\$ (0.24)	\$ 1.85

	For the Nine Months Ended	
	September 30, 2015	September 30, 2014
	(dollars in thousands)	
Numerator:		
Net income	\$ 134,969	\$ 582,717
Effect of dilutive securities:	-	-
Dilutive net income available to stockholders	\$ 134,969	\$ 582,717
Denominator:		
Weighted average basic shares	202,891,610	205,443,605
Effect of dilutive securities	87,550	65,143
Weighted average diluted shares	202,979,160	205,508,748
Net income per average share attributable to common stockholders - Basic	\$ 0.65	\$ 2.85
Net income per average share attributable to common stockholders - Diluted	\$ 0.65	\$ 2.85

11. Accumulated Other Comprehensive Income

The following table presents the changes in the components of Accumulated Other Comprehensive Income ("AOCI") for the quarters ended September 30, 2015 and 2014:

	September 30, 2015 (dollars in thousands)	
	Unrealized gains (losses) on available- for-sale securities, net	Total Accumulated OCI Balance
Balance as of December 31, 2014	\$ 1,046,680	\$ 1,046,680
OCI before reclassifications	(121,142)	(121,142)
Amounts reclassified from AOCI	9,710	9,710
Net current period OCI	(111,432)	(111,432)
Balance as of September 30, 2015	\$ 935,248	\$ 935,248

	September 30, 2014 (dollars in thousands)	
	Unrealized gains (losses) on available- for-sale securities, net	Total Accumulated OCI Balance
Balance as of December 31, 2013	\$ 990,803	\$ 990,803
OCI before reclassifications	63,995	63,995
Amounts reclassified from AOCI	(109,792)	(109,792)
Net current period OCI	(45,797)	(45,797)
Balance as of September 30, 2014	\$ 945,006	\$ 945,006

The following table presents the details of the reclassifications from AOCI for the quarters ended September 30, 2015 and 2014:

Details about Accumulated OCI Components	September 30, 2015 Amounts Reclassified from Accumulated OCI	September 30, 2014 Amounts Reclassified from Accumulated OCI	Affected Line on the Consolidated Statements Of Operations And Comprehensive Income
Unrealized gains and losses on available-for-sale securities	(dollars in thousands)		
	\$ 43,038	\$ 70,817	Net realized gains (losses) on sales of investments
	-	47,846	Realized gain on deconsolidation
	(52,748)	(8,871)	Net other-than-temporary credit impairment losses
	\$ (9,710)	\$ 109,792	Income before income taxes
	-	-	Income taxes
	\$ (9,710)	\$ 109,792	Net of tax

12. Long Term Incentive Plan

On January 2, 2008, the Company granted restricted stock awards in the amount of 260,200 shares, adjusted for the 1-for-5 split, to employees of FIDAC and its affiliates and the Company's independent directors. The awards to the independent directors vested on the date of grant and the awards to FIDAC's employees, which are now Chimera's employees vest quarterly over a period of 10 years.

On February 2, 2015, the Company granted restricted stock awards in the amount of 84,700 shares to employees of FIDAC, which are now employees of Chimera. One third of the awards vested on grant date and the remainder will vest prorata over a period of two years.

The Company recognized stock based compensation expenses of \$451 thousands and \$39 thousands for the quarters ended September 30, 2015 and 2014, respectively. For the nine months ended September 30, 2015 and 2014 the stock based compensation expenses were \$919 thousands and \$128 thousands, respectively. As of September 30, 2015 there was approximately \$1 million of total unrecognized compensation costs related to non-vested share-based compensation arrangements granted under the long term incentive plan, based on the closing price of the shares at September 30, 2015. That cost is expected to be recognized over a period of approximately 2 years.

13. Income Taxes

For the quarter ended September 30, 2015 and for the year ended December 31, 2014, the Company was qualified to be taxed as a REIT under Code Sections 856 through 860. As a REIT, the Company is not subject to federal income tax to the extent that it makes qualifying distributions of taxable income to its stockholders. To maintain qualification as a REIT, the Company must distribute at least 90% of its annual REIT taxable income to its shareholders and meet certain other requirements such as assets it may hold, income it may generate and its shareholder composition. It is generally the Company's policy to distribute to its shareholders all of the Company's taxable income.

The state and local tax jurisdictions for which the Company is subject to tax-filing obligations recognize the Company's status as a REIT, and therefore, the Company generally does not pay income tax in such jurisdictions. The Company may, however, be subject to certain minimum state and local tax filing fees and its TRS's are subject to federal, state, and local taxes. There were no significant income tax expenses for the quarters and nine months ended September 30, 2015 and 2014.

In general, common stock cash dividends declared by the Company will be considered ordinary income to stockholders for income tax purposes. From time to time, a portion of the Company's dividends may be characterized as capital gains or return of capital.

The Company's effective tax rate differs from its combined federal, state and city corporate statutory tax rate primarily due to the deduction of dividend distributions required to be paid under Code Section 857(a).

The Company's 2014, 2013 and 2012 federal, state and local tax returns remain open for examination.

14. Credit Risk and Interest Rate Risk

The Company's primary components of market risk are credit risk and interest rate risk. The Company is subject to interest rate risk in connection with its investments in Agency MBS and Non-Agency RMBS, residential mortgage loans, and borrowings under repurchase agreements. When the Company assumes interest rate risk, it attempts to minimize interest rate risk through asset selection, hedging and matching the income earned on mortgage assets with the cost of related liabilities. The Company attempts to minimize credit risk through due diligence and asset selection by purchasing loans underwritten to agreed-upon specifications of selected originators as well as on-going portfolio monitoring. The Company has established a whole loan target market including prime and sub-prime borrowers, Alt-A documentation, geographic diversification, owner-occupied property, and moderate loan-to-value ratios. These factors are considered to be important indicators of credit risk.

By using derivative instruments and repurchase agreements, the Company is exposed to counterparty credit risk if counterparties to the contracts do not perform as expected. If a counterparty fails to perform on a derivative hedging instrument, the Company's counterparty credit risk is equal to the amount reported as a derivative asset on its balance sheet to the extent that amount exceeds collateral obtained from the counterparty or, if in a net liability position, the extent to which collateral posted exceeds the liability to the counterparty. The amounts reported as a derivative asset/(liability) are derivative contracts in a gain/(loss) position, and to the extent subject to master netting arrangements, net of derivatives in a loss/(gain) position with the same counterparty and collateral received/(pledged). If the counterparty fails to perform on a repurchase agreement, the Company is exposed to a loss to the extent that the fair value of collateral pledged exceeds the liability to the counterparty. The Company attempts to minimize counterparty credit risk by evaluating and monitoring the counterparty's credit, executing master netting arrangements and obtaining collateral, and executing contracts and agreements with multiple counterparties to reduce exposure to a single counterparty, where appropriate.

Our repurchase agreements and derivative transactions are governed by underlying agreements that provide for a right of setoff under master netting arrangements, including in the event of default or in the event of bankruptcy of either party to the transactions. We present our assets and liabilities subject to such arrangements on a net basis in our consolidated statements of financial condition. The following table presents information about our liabilities that are subject to such arrangements and can potentially be offset on our consolidated statements of financial condition as of September 30, 2015 and December 31, 2014.

September 30, 2015
(dollars in thousands)

	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset in the Consolidated Statements of Financial Position	Net Amounts Offset in the Consolidated Statements of Financial Position	Gross Amounts Not Offset with Financial Assets (Liabilities) in the Consolidated Statements of Financial Position		Net Amount
				Financial Instruments	Cash Collateral (Received) Pledged (1)	
Repurchase Agreements	\$ (7,150,821)	\$ -	\$ (7,150,821)	\$ 8,482,255	\$ 10,191	\$ 1,341,625
Interest Rate Swaps - Gross Assets	122	-	122	-	-	122
Interest Rate Swaps - Gross Liabilities	(87,407)	76,859	(10,548)	11,633	52,576	53,661
Treasury Futures	(5,319)	5,319	-	-	17,323	17,323
Swaptions - Gross Assets	12,113	-	12,113	-	-	12,113
Swaptions - Gross Liabilities	(4,166)	-	(4,166)	-	-	(4,166)
Total Liabilities	\$ (7,235,478)	\$ 82,178	\$ (7,153,300)	\$ 8,493,888	\$ 80,090	\$ 1,420,678

(1) Included in other assets

December 31, 2014
(dollars in thousands)

	Gross Amounts of Recognized Assets (Liabilities)	Gross Amounts Offset in the Consolidated Statements of Financial Position	Net Amounts Offset in the Consolidated Statements of Financial Position	Gross Amounts Not Offset with Financial Assets (Liabilities) in the Consolidated Statements of Financial Position		Net Amount
				Financial Instruments	Cash Collateral (Received) Pledged (1)	
Repurchase Agreements	\$ (8,455,381)	\$ -	\$ (8,455,381)	\$ 9,309,738	\$ -	\$ 854,357
Interest Rate Swaps	(113,597)	99,536	(14,061)	19,340	64,796	70,075
Treasury Futures	(7,227)	7,227	-	-	12,595	12,595
Mortgage Options	(71)	-	(71)	-	-	(71)
Swaptions - Gross Asset	2,889	-	2,889	-	-	2,889
Swaptions - Gross Liability	(45)	-	(45)	-	-	(45)
Total Liabilities	\$ (8,573,432)	\$ 106,763	\$ (8,466,669)	\$ 9,329,078	\$ 77,391	\$ 939,800

(1) Included in other assets

15. Management Agreement

Until August 5, 2015, the Company was externally managed by a whole-owned subsidiary of Annaly Capital Management, Inc. (“Annaly”), Fixed Income Discount Advisory Company (“FIDAC” or “Manager”) under the terms of a management agreement (“Management Agreement”). On August 5, 2015, the Company announced it had internalized its management and would continue to be led by its key professionals. In connection with the internalization, the Company and FIDAC agreed to terminate the Management Agreement, without the payment of a termination fee effective immediately. As part of the termination, the Company entered into a transition services agreement with FIDAC through the end of 2015 (the “Transition Services Agreement”). In addition, FIDAC will continue to provide the Company a number of services previously provided under the Management Agreement at the same level, quality and time frame until December 31, 2015, at which time the Company will have the option to extend the term of the Transition Services Agreement for up to three one-month extension periods. Upon expiration of the term, FIDAC will not provide any further management services to the Company. For the quarter ended September 30, 2015, the Company incurred \$3 million on transition services expenses, which is reported as a part of general and administrative expenses on income statement.

On August 8, 2014, the management agreement was amended and restated. Effective August 8, 2014, the management fee was increased to 1.20% of gross stockholders’ equity from 0.75% of gross stockholders’ equity. The Company incurred management fee expenses of \$4 million and \$9 million for each of the quarters ended September 30, 2015 and 2014, respectively. The management fee expenses for the nine months ended September 30, 2015 and 2014 were \$25 million and \$22 million, respectively.

The management agreement provide that FIDAC will pay all past and future expenses that the Company or the Audit Committee of the Company incur to: (1) evaluate the Company’s accounting policy related to the application of GAAP to its Non-Agency RMBS portfolio (the “Evaluation”); (2) restate the Company’s financial statements for the period covering 2008 through 2011 as a result of the Evaluation (the “Restatement Filing”); and (3) investigate and evaluate any shareholder derivative demands arising from the Evaluation or the Restatement Filing (the “Investigation”); provided, however, that FIDAC’s obligation to pay expenses applies only to expenses not paid by the Company’s insurers under its insurance policies. Expenses shall include, without limitation, fees and costs incurred with respect to auditors, outside counsel, and consultants engaged by the Company or the Audit Committee of the Company for the Evaluation, Restatement Filing and the Investigation. The amount paid by FIDAC related to these expenses for each of the quarters ended September 30, 2015 and 2014 is \$1 million and \$2 million, respectively, and is presented in the Consolidated Statements of Operations and Comprehensive Income as Expense recoveries from FIDAC. The amount paid by FIDAC related to these expenses for each of the nine months ended September 30, 2015 and 2014 is \$7 million and \$5 million, respectively.

16. 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. In connection with certain re-securitization transactions engaged in by the Company, the Company has the obligation under certain circumstances to repurchase assets from the VIE upon breach of certain representations and warranties. Management is not aware of any contingencies that require accrual or disclosure as of September 30, 2015 and December 31, 2014.

17. Subsequent Events

Subsequent to September 30, 2015, the Company exercised its call option to retire securitized debt, collateralized by loans held for investment with an unpaid principal amount of \$522 million at par.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion of the Company's ("we" or "our") financial condition and results of operations should be read in conjunction with the consolidated financial statements and notes to those statements included in Item 1 of this quarterly report on Form 10-Q. All per share amounts, common shares outstanding and restricted shares for the second quarter of 2015 and all prior periods reflect the Company's 1-for-5 reverse stock split, which was effective April 6, 2015.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

We make forward-looking statements in this report that are subject to risks and uncertainties. These forward-looking statements include information about possible or assumed future results of our business, financial condition, liquidity, results of operations, plans and objectives. When we use the words "believe," "expect," "anticipate," "estimate," "plan," "continue," "intend," "should," "may," "would," "will" or similar expressions, we intend to identify forward-looking statements. Statements regarding the following subjects, among others, are forward-looking by their nature:

- our business and investment strategy;
- our ability to maintain existing financing arrangements and our ability to obtain future financing arrangements;
- our expectations regarding materiality or significance;
- the effectiveness of our disclosure controls and procedures;
- material weaknesses in our internal controls over financial reporting;
- inadequacy of or weakness in our internal controls over financial reporting of which we are not currently aware or which have not been detected;
- additional information that may arise from the preparation of our financial statements;
- general volatility of the securities markets in which we invest;
- the impact of and changes to various government programs;
- our expected investments;
- changes in the value of our investments;
- interest rate mismatches between our investments and our borrowings used to finance such purchases;
- changes in interest rates and mortgage prepayment rates;
- effects of interest rate caps on our adjustable-rate investments;
- rates of default, delinquencies or decreased recovery rates on our investments;
- prepayments of the mortgage and other loans underlying our mortgage-backed securities, or RMBS, or other asset-backed securities, or ABS;
- the degree to which our hedging strategies may or may not protect us from interest rate volatility;

- impact of and changes in governmental regulations, tax law and rates, accounting guidance, and similar matters;
- availability of investment opportunities in real estate-related and other securities;
- availability of qualified personnel;
- estimates relating to our ability to make distributions to our stockholders in the future;
- our understanding of our competition;
- market trends in our industry, interest rates, the debt securities markets or the general economy;
- our transition from an externally-managed real estate investment trust, or REIT, to an internally-managed REIT (see below under “The Internalization”);
- our ability to maintain our classification as a real estate investment trust, or REIT, for federal income tax purposes; and
- our ability to maintain our exemption from registration under the Investment Company Act of 1940, as amended, or 1940 Act.

The forward-looking statements are based on our beliefs, assumptions and expectations of our future performance, taking into account all information currently available to us. You should not place undue reliance on these forward-looking statements. These beliefs, assumptions and expectations can change as a result of many possible events or factors, not all of which are known to us. Some of these factors are described under the caption “Risk Factors” in our 2014 Form 10-K. If a change occurs, our business, financial condition, liquidity and results of operations may vary materially from those expressed in our forward-looking statements. Any forward-looking statement speaks only as of the date on which it is made. 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.

Executive Summary

We are a Maryland corporation that commenced operations on November 21, 2007. We acquire, either directly or indirectly through our subsidiaries, residential mortgage-backed securities, or RMBS, residential mortgage loans, commercial mortgage loans, real estate related securities and various other asset classes. Our objective is to provide attractive risk-adjusted returns to our investors over the long-term, primarily through dividends and secondarily through capital appreciation. We intend to achieve this objective by investing in a diversified investment portfolio of RMBS, residential mortgage loans, real estate-related securities and various other asset classes, subject to maintaining our REIT status and exemption from registration under the 1940 Act. The RMBS, ABS, CMBS, and CDOs we purchase may include investment-grade and non-investment grade classes, including the BB-rated, B-rated and non-rated classes.

We make investment decisions based on various factors, including expected cash yield, relative value, risk-adjusted returns, current and projected credit fundamentals, current and projected macroeconomic considerations, current and projected supply and demand, credit and market risk concentration limits, liquidity, cost of financing and financing availability, as well as maintaining our REIT qualification and our exemption from registration under the 1940 Act.

The Internalization

On August 5, 2015, we entered into agreements to internalize the Company's management (the "Internalization"). Prior to the Internalization, we were managed by Fixed Income Discount Advisory Company, "FIDAC", an investment advisor registered with the Securities and Exchange Commission ("SEC") and a wholly-owned subsidiary of Annaly Capital Management Inc. ("Annaly"). Pursuant to a transition services agreement that we entered into with FIDAC on August 5, 2015 (the "Transition Services Agreement"), we terminated the management agreement with FIDAC (the "Management Agreement"), and we hired a number of employees formerly employed by FIDAC or its affiliates. In addition, FIDAC will continue to provide us a number of services previously provided under the Management Agreement at the same level, quality and time frame until December 31, 2015, at which time we have the option to extend the term of the Transition Services Agreement for up to three one-month extension periods (the term of the Transition Services Agreement, including any extensions, being referred to herein as the "Term"). Upon expiration of the Term, FIDAC will not provide any further management services to us. The Transition Services Agreement provides for the transfer of certain information technology equipment and software to the Company. As described in the Transition Services Agreement, the Company extended offers of employment to certain employees of FIDAC and its affiliates, including certain of FIDAC's executive officers. We had also been party to an administrative services agreement (the "Administrative Services Agreement") with RCap Securities, Inc. ("RCap"), a sister company of FIDAC, pursuant to which RCap provided trade clearing and brokerage services to us from time to time. Under the terms of the Transition Services Agreement and in furtherance of the completion of the Internalization, the Management Agreement and the Administrative Services Agreement were both terminated without the payment of any termination fee.

On August 5, 2015, we also entered into a share repurchase agreement (the "Share Repurchase Agreement") with Annaly. Pursuant to the terms of the Share Repurchase Agreement, we agreed to purchase all of the 8,996,553 shares of our common stock owned by Annaly for an aggregate purchase price of \$126 million.

For more information regarding the Internalization, including information related to arrangements with our management team and the appointment of certain new members of management, please refer to our Current Report on Form 8-K filed on August 5, 2015.

Asset Classes

Over time, we may modify our investment allocation strategy as market conditions change to seek to maximize the returns from our investment portfolio. Our targeted asset classes and the principal investments we have made and in which we may in the future invest are:

<u>Asset Class</u>	<u>Principal Investments</u>
Non-Agency MBS	<ul style="list-style-type: none">• Non-Agency RMBS, including investment-grade and non-investment grade classes, including the BB-rated, B-rated or lower including non-rated classes.• Agency MBS, including securities backed by residential and commercial real estate.• Interest-only ("IO") MBS.
Agency MBS	<ul style="list-style-type: none">• Agency RMBS, includes securities backed by residential real estate.• Agency CMBS, includes securities backed by commercial real estate.
Residential Mortgage Loans	<ul style="list-style-type: none">• Prime mortgage loans, which are mortgage loans that conform to the underwriting guidelines of Fannie Mae and Freddie Mac, which we refer to as Agency Guidelines; and jumbo prime mortgage loans, which are mortgage loans that conform to the Agency Guidelines except as to loan size.• Alt-A mortgage loans, which are mortgage loans that may have been originated using documentation standards that are less stringent than the documentation standards applied by certain other first lien mortgage loan purchase programs, such as the Agency Guidelines, but have one or more compensating factors such as a borrower with a strong credit or mortgage history or significant assets.

- Seasoned sub-prime mortgage loans, which are mortgage loans that may have been originated using documentation standards that are less stringent than prime mortgage loans and that have borrowers who have credit or mortgage history which would not meet the standards for prime mortgage loans or Alt-A mortgage loans.
- Mortgage loans collateralized by manufactured or pre-fabricated homes.
- Mortgage loans collateralized by second lien, home equity lines of credit, and other similar financing arrangements.
- FHA/VA insured loans, which are mortgage loans that comply with the underwriting guidelines of the Federal Housing Administration (FHA) or Department of Veteran Affairs (VA) and which are guaranteed by the FHA or VA, respectively.
- Mortgage servicing rights associated with residential mortgage loans, which reflect the value of the future stream of expected cash flows from the contractual rights to service a given pool of residential mortgage loans.

Commercial Mortgage Loans

- First or second lien loans secured by multifamily properties, which are residential rental properties consisting of five or more dwelling units; and mixed residential or other commercial properties; retail properties; office properties; or industrial properties, which may or may not conform to the Agency Guidelines.

Other Asset-Backed Securities

- CMBS
- Debt and equity tranches of CDOs.
- Consumer and non-consumer ABS, including investment-grade and non-investment grade classes, including the BB-rated, B-rated, or lower including non-rated classes.
- Loans collateralized by commercial real estate, fixed assets and equipment that are part of the small business administration certified development company program.

Hedging Instruments

- Swaps
- Swaptions
- Futures
- Mortgage options
- Index options

We commenced operations in November 2007 and focus our investment activities primarily on acquiring Non-Agency and Agency MBS and on purchasing residential mortgage loans that have been originated by select originators, including the retail lending operations of leading commercial banks. At September 30, 2015, based on the amortized cost balance of our interest earning assets, approximately 44% of our investment portfolio was Agency MBS, 20% of our investment portfolio was Non-Agency RMBS, and 36% of our investment portfolio was securitized residential mortgage loans. At December 31, 2014, based on the amortized cost balance of our interest earning assets, approximately 52% of our investment portfolio was Agency MBS, 16% of our investment portfolio was Non-Agency RMBS, and 32% of our investment portfolio was securitized residential mortgage loans.

We have engaged in transactions with residential mortgage lending operations of leading commercial banks and other originators in which we identified and re-underwrote residential mortgage loans owned by such entities, and purchased and securitized such residential mortgage loans. In the past we have also acquired formerly AAA-rated Non-Agency RMBS and immediately re-securitized those securities. We sold the resulting AAA-rated super senior RMBS and retained the rated or unrated mezzanine RMBS.

Our investment strategy is intended to take advantage of opportunities in the current interest rate and credit environment. We expect to adjust our strategy to changing market conditions by shifting our asset allocations across these various asset classes as interest rate and credit cycles change over time. We believe that our strategy will enable us to pay dividends and achieve capital appreciation throughout changing market cycles. We expect to take a long-term view of assets and liabilities, and our reported earnings and estimates of the fair value of our investments at the end of a financial reporting period will not significantly impact our objective of providing attractive risk-adjusted returns to our stockholders over the long-term.

We use leverage to seek to increase our potential returns and to finance the acquisition of our assets. Our income is generated primarily by the difference, or net spread, between the income we earn on our assets and the cost of our borrowings. We expect to finance our investments using a variety of financing sources including, when available, repurchase agreements, warehouse facilities and securitizations. We may manage our debt and interest rate risk by utilizing interest rate hedges, such as interest rate swaps, caps, options and futures to reduce the effect of interest rate fluctuations related to our financing sources.

We have elected and believe we are organized and have operated in a manner that qualifies us to be taxed as a REIT under the Code. A REIT generally will not be subject to federal income tax on taxable income that is distributed to stockholders. Furthermore, substantially all of our assets consist of qualified REIT real estate assets (of the type described in Code Section 856(c)(5)). We calculate that at least 75% of our assets were qualified REIT assets, as defined in the Code, as of September 30, 2015 and December 31, 2014. We also calculate that our revenues qualified for the 75% REIT income test and for the 95% REIT income test for the quarters and six months ended September 30, 2015 and 2014. We also met all REIT requirements regarding the ownership of our common stock and the distribution of our REIT taxable income. Therefore, as of September 30, 2015 and December 31, 2014, we believe that we qualified as a REIT under the Code.

We operate our business to be exempt from registration under the 1940 Act, and therefore we are required to invest a substantial majority of our assets in loans secured by mortgages on real estate and real estate-related assets. Subject to maintaining our REIT qualification and our 1940 Act exemption, we do not have any limitations on the amounts we may invest in any of our targeted asset classes.

Looking forward, we cannot predict the percentage of our assets that will be invested in each asset class or whether we will invest in other classes of investments. We may change our investment strategy and policies without a vote of our stockholders.

Net Income Summary

The table below presents our net income on a GAAP basis for the quarters and Nine months ended September 30, 2015, and 2014.

Net Income
(dollars in thousands)
(unaudited)

	For the Quarter Ended		For the Nine Months Ended	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
Net Interest Income:				
Interest income (1)	\$ 211,876	\$ 190,355	\$ 670,825	\$ 445,340
Interest expense (2)	67,910	38,886	194,410	81,991
Net interest income (expense)	143,966	151,469	476,415	363,349
Other-than-temporary impairments:				
Total other-than-temporary impairment losses	(3,129)	(726)	(6,389)	(4,939)
Portion of loss recognized in other comprehensive income	(14,703)	(1,264)	(46,359)	(3,932)
Net other-than-temporary credit impairment losses	(17,832)	(1,990)	(52,748)	(8,871)
Other Investment gains (losses):				
Net unrealized gains (losses) on derivatives	(71,540)	12,975	20,543	(11,720)
Realized gains (losses) on terminations of interest rate swaps	-	-	(99,703)	-
Net realized gains (losses) on derivatives	(21,160)	(23,152)	(80,023)	(48,692)
Net gains (losses) on derivatives	(92,700)	(10,177)	(159,183)	(60,412)
Net unrealized gains (losses) on financial instruments at fair value	(40,955)	162,921	(88,640)	183,722
Net realized gains (losses) on sales of investments	3,539	64,107	42,789	68,145
Gain on deconsolidation	-	-	-	47,846
Gains (losses) on Extinguishment of Debt	(19,915)	-	(14,836)	(2,184)
Total other gains (losses)	(150,031)	216,851	(219,870)	237,117
Other expenses:				
Management fees	4,088	9,381	24,610	21,873
Expense recoveries from Manager	(1,140)	(1,975)	(6,905)	(4,820)
Net management fees	2,948	7,406	17,705	17,053
Compensation and benefits	3,955	-	4,482	-
General and administrative expenses	8,534	2,538	22,028	11,996
Servicing Fees of consolidated VIEs	6,499	2,589	19,276	3,610
Deal Expenses	2,426	-	5,337	-
Other (income) expense	-	(23,783)	-	(23,783)
Total other expenses	24,362	(11,250)	68,828	8,876
Income before income taxes	(48,259)	377,580	134,969	582,719
Income taxes	-	-	-	2
Net income (loss)	\$ (48,259)	\$ 377,580	\$ 134,969	\$ 582,717
Net income (loss) per share available to common shareholders:				
Basic	\$ (0.24)	\$ 1.85	\$ 0.65	\$ 2.85
Diluted	\$ (0.24)	\$ 1.85	\$ 0.65	\$ 2.85
Weighted average number of common shares outstanding:				
Basic	197,787,858	205,436,676	202,891,610	205,443,605
Diluted	197,875,408	205,501,776	202,979,160	205,508,748

- (1) Includes interest income of consolidated VIEs of \$142,053 and \$103,742 for the quarters ended September 30, 2015 and 2014, respectively. Includes interest income of consolidated VIEs of \$439,571 and \$274,215 for the nine months ended September 30, 2015 and 2014, respectively. See Note 8 for further discussion.
- (2) Includes interest expense of consolidated VIEs of \$50,837 and \$28,984 for the quarters ended September 30, 2015 and 2014, respectively. Includes interest expense of consolidated VIEs of \$148,017 and \$66,859 for the nine months ended September 30, 2015 and 2014, respectively. See Note 8 for further discussion.

See accompanying notes to consolidated financial statements.

Our net income decreased by \$426 million to a loss of \$48 million, or a loss of \$0.24 per average basic common share, for the quarter ended September 30, 2015 as compared to \$378 million, or \$1.85 per average basic common share, for the quarter ended September 30, 2014. Interest income increased by \$22 million, or 11%, to \$212 million for the quarter ended September 30, 2015 as compared to \$190 million for the same period of 2014. This increase in interest income was offset by an increase of \$29 million in interest expense to \$68 million for the quarter ended September 30, 2015 as compared to \$39 million for the same period of 2014. This resulted in an overall decline of \$7 million in net interest income, quarter over quarter as we have continued to rebalance our portfolio to more Non-Agency holdings with higher costs of financing, but higher interest returns.

The overall decrease in earnings for the quarter ended September 30, 2015 compared to the same period of 2014 is attributable primarily to a decrease in unrealized gains and losses on financial instruments at fair value of \$204 million from an unrealized loss of \$41 million for the quarter ended September 30, 2015 compared to a gain of \$163 million for the same period of 2014. We also recorded unrealized losses on derivatives of \$72 million for the quarter ended September 30, 2015 as compared to a gain of \$13 million for the same period of 2014, a decline of \$85 million. A significant portion of our financial assets and liabilities are carried at fair value with changes in fair value reflected in earnings. This can result in significant changes in net income as prices change as a result of changes in market conditions. In addition to the unrealized gains and losses on our financial instruments, we also realized only \$4 million in realized gains on sales of investments for the quarter ended September 30, 2015, whereas we realized \$64 million in gains in the same period of 2014, a decline in total net income of \$60 million. Further, in the third quarter of 2014, we received a one-time payment of \$24 million from our previous manager, FIDAC, which did not recur in the current period.

Our net income decreased by \$448 million to \$135 million, or \$0.65 per average basic common share, for the nine months ended September 30, 2015 as compared to \$583 million, or \$2.85 per average basic common share, for the nine months ended September 30, 2014. Interest income increased by \$225 million, or 51%, to \$671 million for the nine months ended September 30, 2015 as compared to \$445 million for the same period of 2014. This increase in interest income was offset by an increase of \$112 million in interest expense to \$194 million for the nine months ended September 30, 2015 as compare to \$82 million for the same period of 2014. This resulted in an overall increase of \$113 million, or 31%, in net interest income, period over period.

The overall decrease in earnings for the nine months ended September 30, 2015 over the same period of 2014 is attributable primarily to a decrease in unrealized gains and losses on financial instruments at fair value of \$272 million from an unrealized loss of \$89 million for the nine months ended September 30, 2015 compared to a gain of \$184 million for the same period of 2014. In addition, during the nine months ended September 30, 2015, we incurred realized loss on terminations of derivatives of \$99 million, whereas we did not terminate any derivatives during 2014. During the nine months ended September 30, 2014, we also realized a gain of \$47 million related to the deconsolidation of a previously consolidated VIE. We did not deconsolidate any VIEs during the nine months ended September 30, 2015.

We discuss the changes in our net income in greater detail in the discussion on our results of operations below.

Trends

We expect the results of our operations to be affected by various factors, many of which are beyond our control. Our results of operations will primarily depend on, among other things, the level of our net interest income, the market value of our assets, and the supply of and demand for such assets. Economic trends, both macro as well as those directly affecting the residential housing market, and the supply and demand of RMBS may affect our operations and financial results. We also evaluate market information regarding current residential mortgage loan underwriting criteria and loan defaults to manage our portfolio of assets, leverage, and debt. Our net interest income, which reflects the amortization of purchase premiums and accretion of discounts, varies primarily as a result of changes in interest rates, borrowing costs, credit impairment losses, and prepayment speeds, which is a measurement of how quickly borrowers pay down the unpaid principal balance on their mortgage loans. Further description of these factors is provided below.

Prepayment Speeds. Prepayment speeds, as reflected by the Constant Prepayment Rate, or CPR, vary according to interest rates, the type of investment, conditions in financial markets, and other factors, none of which can be predicted with any certainty. In general, when interest rates rise, it is relatively less attractive for borrowers to refinance their mortgage loans, and as a result, prepayment speeds tend to decrease. When interest rates fall, prepayment speeds tend to increase. For mortgage loan and RMBS investments purchased at a premium, as prepayment speeds increase, the amount of income we earn decreases as the purchase premium on the bonds amortizes faster than expected. Conversely, decreases in prepayment speeds result in increased income and can extend the period over which we amortize the purchase premium. For mortgage loan and RMBS investments purchased at a discount, as prepayment speeds increase, the amount of income we earn increases from the acceleration of the accretion of the discount into interest income. Conversely, decreases in prepayment speeds result in decreased income as the accretion of the purchase discount into interest income occurs over a longer period. The correlation between interest rates and prepayment may not always follow normal trends for certain asset classes. Due to economic hardship, some borrowers may be unable to refinance their loans as underwriting standards are more stringent and credit conditions remain restrictive.

Rising Interest Rate Environment. As indicated above, as interest rates rise, prepayment speeds generally decrease. Rising interest rates, however, increase our financing costs which may result in a net negative impact on our net interest income. In addition, if we acquire Agency MBS and Non-Agency RMBS collateralized by monthly reset adjustable-rate mortgages, or ARMs, and three- and five-year hybrid ARMs, such interest rate increases could result in decreases in our net investment income, as the increase in our adjustable rate assets may increase slower than our adjustable rate financing. We expect that our fixed-rate assets would decline in value in a rising interest rate environment and that our net interest spreads on fixed rate assets could decline in a rising interest rate environment to the extent such assets are financed with floating rate debt.

Falling Interest Rate Environment. As indicated above, as interest rates fall, prepayment speeds generally increase. Falling interest rates, however, decrease our financing costs which may result in a net positive impact on our net interest income. The company attempts to mitigate some of the risk of falling interest rates by using interest rate derivative hedges such as swaps, futures and options that are designed to increase in value if interest rates rise. When interest rates fall, the value of such interest rate derivatives also fall in value as the risk the derivative is designed to hedge is lower. We expect our interest rate hedges to lose value in a falling interest rate environment and reduce net income.

Credit Risk. One of our strategic focuses is on acquiring distressed Non-Agency RMBS that have been downgraded because of defaults in the mortgages collateralizing such RMBS. When we acquire such RMBS we attempt to purchase it at a price such that its loss-adjusted return profile is in line with our targeted yields. We retain the risk of potential credit losses on all of the residential mortgage loans we hold in our portfolio as well as all of the Non-Agency MBS. We attempt to mitigate credit risk in the asset selection process. Prior to the purchase of investments, we conduct a credit-risk based analysis of the collateral securing our investment that includes examining borrower characteristics, geographic concentrations, current and projected delinquencies, current and projected severities, and actual and expected prepayment speeds among other characteristics to estimate expected losses. We also acquire assets which we believe to be of high credit quality.

Size of Investment Portfolio. The size of our investment portfolio, as measured by the aggregate unpaid principal balance of our mortgage loans and aggregate principal balance of our mortgage related securities and the other assets we own, is also a key revenue driver. Generally, as the size of our investment portfolio grows, the amount of interest income we receive increases. The larger investment portfolio, however, may result in increased expenses if we incur additional interest expense to finance the purchase of our assets.

Financial Condition

Estimated Economic Book Value

This Management Discussion and Analysis section contains analysis and discussion of financial information that utilizes or presents ratios based on GAAP book value. The table and discussion below present our estimated economic book value. We calculate and disclose this non-GAAP measurement because we believe it represents an estimate of the fair value of the assets we own or are able to dispose of, pledge, or otherwise monetize. The estimated economic book value should not be viewed in isolation and is not a substitute for book value computed in accordance with GAAP.

GAAP requires us to consolidate certain securitizations and re-securitization transactions where we have determined that we are the primary beneficiary. In these transactions, we transfer assets to the trusts, which issue tranches of senior and subordinate notes or certificates. We sell the senior tranches and therefore have no continuing involvement in these trusts other than being a holder of notes or certificates issued by the trusts, with the same rights as other holders of the notes or certificates. However, with respect to certain VIEs collateralized by loans held for investment, we have the ability to approve loan modifications and determine the course of action to be taken as it relates to loans in technical default, including whether or not to proceed with foreclosure. The notes and certificates we own that were issued by the trusts are largely subordinated interests in those trusts. The trusts have no recourse to our assets other than pursuant to a breach by us of the transaction documents related to the transfer of the assets by us to the trusts, but are presented as if we own 100% of the trust.

For re-securitized RMBS transactions and loan securitizations, we present the pre-securitized assets transferred into the consolidated trusts in our Consolidated Statements of Financial Condition as Non-Agency or Securitized loans held for investment. Post securitization RMBS assets sold are presented as liabilities in our Consolidated Statements of Financial Condition as Securitized debt, collateralized by Non-Agency RMBS and Securitized debt, collateralized by loans held for investment. We have presented the underlying securities we transferred to the trusts for the calculation of GAAP book value at fair value and recorded the corresponding liability for the notes or certificates sold to third parties at amortized cost or fair value. Fair value adjustments that are not credit related are recorded in Other comprehensive income. Credit related impairments are deemed other-than-temporary and are recorded in earnings.

Because we are unable to dispose of, monetize or pledge the RMBS or loans we transferred into the trusts, we also present our estimated economic book value. We believe this measure represents the estimated value of the securities issued by these trusts that we own. In contrast to GAAP book value, our estimated economic book value considers only the assets we own or are able to dispose of, pledge, or otherwise monetize. To determine our estimated economic book value, we consider only the fair value of the notes or certificates issued by the securitization and re-securitization trusts that we actually own. Accordingly, our estimated economic book value does not include assets or liabilities for which we have no direct ownership, specifically the notes or certificates of the securitization and re-securitization trusts that were sold to third parties.

At September 30, 2015, the difference between GAAP book value and estimated economic book value was \$209 million, or \$1.10 per share. At December 31, 2014, the difference between GAAP book value and estimated economic book value was \$336 million, or \$1.65 per share. This difference is primarily driven by the value of the RMBS assets we have retained in these re-securitization transactions as compared to the value of consolidated loans and securities net of RMBS assets sold, but treated as a secured financing on the statement of financial condition. In these re-securitization transactions, we have generally retained the subordinated, typically non-rated, first loss notes or certificates issued by the securitization trusts. These securities are complex, typically locked out as to principal repayment, relatively illiquid, and do not necessarily appreciate or depreciate in tandem with the broader Non-Agency RMBS market or with the loans on securities owned by the trusts. As the senior notes pay off, we expect the difference between our economic and our GAAP book value to decrease. The tables below present the adjustments to GAAP book value that we believe are necessary to adequately reflect our calculation of estimated economic book value as of September 30, 2015 and December 31, 2014.

September 30, 2015
(dollars in thousands, except per share data)

GAAP Book Value	\$ 3,118,717
GAAP Book Value per Share	\$ 16.38
Economic Adjustments:	
Assets of Consolidated VIEs	(7,525,004)
Non-Recourse Liabilities of Consolidated VIEs	4,793,148
Interests in VIEs eliminated in consolidation	2,522,817
Total Adjustments - Net	(209,039)
Total Adjustments - Net (per share)	1.10
Economic Book Value	\$ 2,909,678
Economic Book Value per Share	\$ 15.28

December 31, 2014
(dollars in thousands, except per share data)

GAAP Book Value	\$ 3,607,690
GAAP Book Value per Share	\$ 17.55
Economic Adjustments:	
Assets of Consolidated VIEs	(7,798,794)
Non-Recourse Liabilities of Consolidated VIEs	5,095,278
Interests in VIEs eliminated in consolidation	2,367,953
Total Adjustments - Net	(335,563)
Total Adjustments - Net (per share)	1.65
Economic Book Value	\$ 3,272,127
Economic Book Value per Share	\$ 15.90

Our estimate of economic book value has important limitations. Our estimate of fair value is as of a point in time and subject to significant judgment, primarily the estimate of the fair value of the securities issued by the trusts which we own and can freely sell or pledge. Should we sell the assets in our portfolio, we may realize materially different proceeds from the sale than we have estimated as of the reporting date.

The calculation of estimated economic book value described above is used by management to understand the fair value of the assets we own and the liabilities for which we are legally obligated, and is presented for informational use only. The estimated economic book value should not be viewed in isolation and is not a substitute for book value computed in accordance with GAAP.

Portfolio Review

During the quarter ended September 30, 2015, on an aggregate basis, we purchased \$682 million of invested assets, sold \$193 million of invested assets, and received \$494 million in principal payments related to our Agency and Non-Agency RMBS. In addition, we used \$986 million of proceeds received from principal and interest on our investments to repay principal on our securitized debt.

The following table summarizes certain characteristics of our portfolio at September 30, 2015 and December 31, 2014.

	September 30, 2015	December 31, 2014
Interest earning assets at period-end (1)	\$ 15,586,347	\$ 17,170,998
Interest bearing liabilities at period-end	\$ 11,943,969	\$ 13,550,659
Leverage at period-end	3.8:1	3.8:1
Leverage at period-end (recourse)	2.5:1	2.6:1
Portfolio Composition, at amortized cost		
Non-Agency RMBS	9.8%	5.1%
Senior	4.3%	1.5%
Senior, interest only	1.8%	1.4%
Subordinated	3.6%	2.2%
Subordinated, interest only	0.1%	0.1%
RMBS transferred to consolidated VIEs	10.2%	10.3%
Agency MBS	44.3%	52.1%
Residential	36.4%	50.9%
Commercial	6.0%	N/A
Interest-only	1.9%	1.2%
Securitized loans held for investment	35.7%	32.5%
Fixed-rate percentage of portfolio	85.6%	92.5%
Adjustable-rate percentage of portfolio	14.4%	7.5%
Annualized yield on average interest earning assets for the year ended	6.1%	6.9%
Annualized cost of funds on average borrowed funds for the year ended (2)	2.5%	2.5%

(1) Excludes cash and cash equivalents.

(2) Includes the effect of realized losses on interest rate swaps.

The following table presents details of each asset class in our portfolio at September 30, 2015 and December 31, 2014. The principal or notional value represents the interest income earning balance of each class. The weighted average figures are weighted by each investment's respective principal/notional value in the asset class.

September 30, 2015												
Principal or Notional Value at Period-End (dollars in thousands)	Weighted Average Amortized Cost Basis	Weighted Average Fair Value	Weighted Average Coupon	Weighted Average Yield at Period-End (1)	Weighted Average 3 Month CPR at Period-End	Weighted Average 12 Month CPR at Period-End	Weighted Average Delinquency Pipeline 60+	Weighted Average Loss Severity (2)	Weighted Average Credit Enhancement	Principal Writedowns During Period (dollars in thousands)		
Non-Agency Mortgage-Backed Securities												
Senior	\$ 890,561	\$ 70.18	\$ 74.12	1.6%	5.1%	11.7%	10.8%	27.9%	62.1%	13.0%	\$ 3,978	
Senior, interest only	\$ 5,633,625	\$ 4.74	\$ 4.22	1.6%	12.6%	14.8%	13.3%	19.8%	54.6%	0.0%	\$ -	
Subordinated	\$ 821,812	\$ 63.76	\$ 77.25	3.1%	10.1%	15.5%	14.7%	15.0%	41.2%	13.1%	\$ 6,465	
Subordinated, interest only	\$ 297,851	\$ 5.61	\$ 4.65	1.3%	10.9%	13.6%	10.4%	15.3%	43.4%	0.0%	\$ -	
RMBS transferred to consolidated VIEs	\$ 2,840,995	\$ 52.56	\$ 78.96	4.5%	21.6%	13.5%	11.3%	20.6%	61.5%	1.2%	\$ 39,899	
Agency Mortgage-Backed Securities												
Residential	\$ 5,061,800	\$ 105.21	\$ 105.68	3.8%	3.1%	12.8%	15.6%	0.1%	N/A	N/A	\$ (0)	
Commercial	\$ 853,404	\$ 102.21	\$ 104.14	3.4%	3.0%	2.0%	7.6%	0.0%	N/A	N/A	\$ 0	
Interest-only	\$ 6,593,418	\$ 4.25	\$ 4.20	0.8%	3.6%	12.4%	10.9%	0.3%	N/A	N/A	\$ -	
Securitized loans	\$ 5,353,694	\$ 97.65	\$ 99.01	6.5%	5.9%	9.0%	8.4%	11.1%	60.1%	29.2%	\$ 12,505	

(1) Bond Equivalent Yield at period end. Weighted Average Yield is calculated using each investment's respective amortized cost.

(2) Calculated based on reported losses to date, utilizing widest data set available (i.e., life-time losses, 12-month loss, etc.)

December 31, 2014												
Principal or Notional Value at Period-End (dollars in thousands)	Weighted Average Amortized Cost Basis	Weighted Average Fair Value	Weighted Average Coupon	Weighted Average Yield at Period-End (1)	Weighted Average 3 Month CPR at Period-End	Weighted Average 12 Month CPR at Period-End	Weighted Average Delinquency Pipeline 60+	Weighted Average Loss Severity (2)	Weighted Average Credit Enhancement	Principal Writedowns During Period (dollars in thousands)		
Non-Agency Mortgage-Backed Securities												
Senior	\$ 344,951	\$ 70.30	\$ 77.98	2.3%	6.1%	10.8%	11.6%	30.9%	68.6%	10.4%	\$ 2,190	
Senior, interest only	\$ 5,178,737	\$ 4.32	\$ 3.87	1.6%	13.9%	12.2%	13.0%	21.2%	51.6%	0.0%	\$ -	
Subordinated	\$ 690,599	\$ 50.18	\$ 65.79	3.1%	10.6%	13.9%	14.8%	15.8%	45.5%	11.7%	\$ 5,669	
Subordinated, interest only	\$ 216,403	\$ 4.43	\$ 3.14	0.9%	9.2%	7.0%	11.3%	13.3%	46.1%	0.0%	\$ -	
RMBS transferred to consolidated VIEs	\$ 3,133,610	\$ 53.51	\$ 80.03	4.5%	17.4%	10.2%	10.7%	21.9%	59.5%	1.3%	\$ 25,603	
Agency Mortgage-Backed Securities												
Residential	\$ 7,774,266	\$ 104.96	\$ 106.19	4.0%	3.2%	9.7%	10.6%	NA	NA	NA	\$ -	
Interest-only	\$ 3,884,523	\$ 4.89	\$ 4.79	0.9%	3.1%	11.7%	9.5%	NA	NA	NA	\$ -	
Securitized loans	\$ 5,241,100	\$ 99.13	\$ 101.74	6.6%	6.3%	9.8%	8.2%	10.3%	46.0%	36.5%	\$ 3,642	

(1) Bond Equivalent Yield at period end. Weighted Average Yield is calculated using each investment's respective amortized cost.

(2) Calculated based on reported losses to date, utilizing widest data set available (i.e., life-time losses, 12-month loss, etc.)

Based on the projected cash flows for our Non-Agency RMBS that are not of high credit quality, a portion of the original purchase discount is designated as Accretable Discount, which reflects the purchase discount expected to be accreted into interest income, and a portion is designated as Non-Accretable Difference, which represents the contractual principal on the security that is not expected to be collected. The amount designated as Non-Accretable Difference may be adjusted over time, based on the actual performance of the security, its underlying collateral, actual and projected cash flow from such collateral, economic conditions and other factors. If the performance of a security is more favorable than previously estimated, a portion of the amount designated as Non-Accretable Difference may be accreted into interest income over time. Conversely, if the performance of a security is less favorable than previously estimated, the amounts designated as Non-Accretable Difference may increase, resulting in an OTTI loss.

The following table presents changes to Accretable Discount and Non-Accretable Difference as it pertains to our entire Non-Agency RMBS portfolio for assets with purchase discounts during the previous five quarters.

	September 30, 2015	June 30, 2015	For the Quarters Ended		September 30, 2014
			March 31, 2015	December 31, 2014	
(dollars in thousands)					
Accretable Discount					
Balance, beginning of period	\$ 1,035,492	\$ 990,332	\$ 987,861	\$ 977,042	\$ 951,305
Accretion of discount	(41,498)	(41,302)	(44,350)	(44,165)	(39,062)
Purchases	6,194	28,894	80,712	2,636	126,752
Sales and deconsolidation	(22,645)	(1,458)	(29,147)	(1,977)	(66,161)
Transfers from/(to) credit reserve, net	25,842	59,026	(4,744)	54,325	4,208
Balance, end of period	\$ 1,003,385	\$ 1,035,492	\$ 990,332	\$ 987,861	\$ 977,042

	September 30, 2015	June 30, 2015	For the Quarters Ended		September 30, 2014
			March 31, 2015	December 31, 2014	
(dollars in thousands)					
Non-Accretable Difference					
Balance, beginning of period	\$ 1,001,560	\$ 947,202	\$ 908,927	\$ 933,668	\$ 1,046,519
Principal Writedowns	(32,587)	(34,261)	(39,955)	(37,044)	(81,289)
Purchases	13,279	121,253	80,712	2,636	126,752
Sales and deconsolidation	(94,802)	(709)	(15,041)	-	(156,096)
Net other-than-temporary credit impairment losses	17,832	27,101	7,815	63,992	1,990
Transfers to/(from) credit reserve, net	(25,842)	(59,026)	4,744	(54,325)	(4,208)
Balance, end of period	\$ 879,440	\$ 1,001,560	\$ 947,202	\$ 908,927	\$ 933,668

Critical Accounting Policies and Estimates

We prepare our financial statements in accordance with accounting principles generally accepted in the United States, or GAAP, which requires the use of estimates and assumptions. Management has discussed and reviewed the development, selection, and disclosure of critical accounting estimates with the Company's Audit Committee. Management believes that the most critical accounting policies and estimates, since these estimates require significant judgment, are interest income and other-than-temporary impairment, or OTTI, on Non-Agency RMBS, the determination of the appropriate accounting model for Non-Agency RMBS, the impact of default and prepayment assumptions on RMBS, and fair value measurements. Financial results could be materially different if other methodologies were used or if management modified its assumptions.

For a discussion of the Company's critical accounting policies and estimates, see "Critical Accounting Policies and Estimates" in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in the Company's Annual Report on Form 10-K for the year ended December 31, 2014.

Recent Accounting Pronouncements

Refer to Note 2(p) in the Notes to Consolidated Financial Statements for a discussion of accounting guidance recently adopted by the Company or expected to be adopted by the Company in the future.

Results of Operations for the Quarters and Nine Months Ended September 30, 2015 and 2014

Our primary source of income is interest income earned on our assets. Our economic net interest income equals interest income excluding interest earned on cash and cash equivalents less interest expense and realized losses on our interest rate hedges.

Interest Income

Interest income increased by \$21 million, or 11%, to \$212 million for the quarter ended September 30, 2015 from \$190 million for the same period of 2014. The increase is primarily due to the acquisition of seasoned sub-prime residential mortgage loans in the second half of 2014 and in 2015. Seasoned sub-prime residential mortgage loans contributed \$73 million of interest income during the quarter ended September 30, 2015, an increase of \$46 million from \$27 million for the same quarter of 2014. This increase was offset by lower interest income on our Agency RMBS of \$22 million to \$42 million in the quarter ended September 30, 2015 as compared to \$64 million during the same quarter of the prior year. During 2015, we have reduced our Agency RMBS holdings as we continue to acquire seasoned sub-prime residential mortgage loan pools.

Interest income increased by \$225 million, or 51%, to \$671 million for the nine months ended September 30, 2015 from \$445 million for the same period of 2014. The increase is primarily due to the acquisition of seasoned sub-prime residential mortgage loans in the second half of 2014 and in 2015. Seasoned sub-prime residential mortgage loans contributed \$220 million of interest income during the nine months ended September 30, 2015 as compared to \$27 million for the same period of 2014. In addition, we significantly increased agency holdings which contributed an additional \$45 million in interest income during the nine months ended September 30, 2015 when compared to the same period of 2014. These increases were offset by a decline in interest income on our Non-Agency RMBS and jumbo prime securitizations held in consolidated VIEs as these portfolios continue to run-off.

Interest Expense

Interest expense increased by \$29 million, or 75%, to \$68 million for the quarter ended September 30, 2015 from \$39 million for the same period of 2014. The increase is primarily due to increased interest expense of \$25 million on our securitized debt collateralized by seasoned sub-prime residential mortgage loans due to the financing added for the acquisition of seasoned sub-prime residential mortgage loans during the second half of 2014 and in 2015.

Interest expense increased by \$112 million, or 137%, to \$194 million for the nine months ended September 30, 2015 from \$82 million for the same period of 2014. The increase is primarily due to increased interest expense of \$95 million on our securitized debt collateralized by seasoned sub-prime residential mortgage loans due to the financing added for the acquisition of seasoned sub-prime residential mortgage loans during the second half of 2014 and in 2015. Interest expense on repurchase agreements increased by \$32 million during the nine months ended September 30, 2015 when compared to the same period of 2014, as repurchase agreements balances increased to finance both the Agency and Non-Agency MBS. The interest rates were higher on repurchase agreement collateralized by Agency and Non-Agency MBS. The increase in interest rates for repurchase agreements collateralized by Agency MBS was driven by market factors and the increase in interest rates for repurchase agreements collateralized by Non-Agency MBS was driven by addition of longer term repurchase agreements. These increases were offset by a decline in interest expense on our securitized debt, collateralized by Non-Agency RMBS held in our consolidated VIEs as this portfolio continues to run-off.

Net Economic Interest Income

Our economic net interest income equals interest income, less interest expense and realized losses on our interest rate swaps. Realized losses on our interest rate swaps are the periodic net settlement payments made or received. For the purpose of computing economic net interest income and ratios relating to cost of funds measures throughout this section, interest expense includes net payments on our interest rate swaps, which is presented as a part of Realized gains (losses) on derivatives in our Consolidated Statements of Operations and Comprehensive Income. Interest rate swaps are used to manage the increase in interest paid on repurchase agreements in a rising rate environment. Presenting the net contractual interest payments on interest rate swaps with the interest paid on interest-bearing liabilities reflects our total contractual interest payments. We believe this presentation is useful to investors because it depicts the economic value of our investment strategy by showing actual interest expense and net interest income. Where indicated, interest expense, including interest payments on interest rate swaps, is referred to as economic interest expense. Where indicated, net interest income reflecting interest payments on interest rate swaps, is referred to as economic net interest income.

The following table reconciles the GAAP and non-GAAP measurements reflected in the Management's Discussion and Analysis of Financial Condition and Results of Operations.

	GAAP Interest Income	GAAP Interest Expense	Add: Net Realized Losses on Interest Rate Swaps	Economic Interest Expense	GAAP Net Interest Income	Less: Net Realized Losses on Interest Rate Swaps	Economic Net Interest Income (1)
For the Quarter Ended September 30, 2015	\$ 211,876	\$ 65,696	\$ 11,355	\$ 77,051	\$ 146,180	\$ 11,355	\$ 134,714
For the Quarter Ended June 30, 2015	\$ 215,804	\$ 66,044	\$ 9,030	\$ 75,074	\$ 149,760	\$ 9,030	\$ 140,173
For the Quarter Ended March 31, 2015	\$ 243,145	\$ 60,456	\$ 15,169	\$ 75,625	\$ 182,689	\$ 15,169	\$ 167,202
For the Quarter Ended December 31, 2014	\$ 242,455	\$ 65,794	\$ 17,679	\$ 83,473	\$ 176,661	\$ 17,679	\$ 158,972
For the Quarter Ended September 30, 2014	\$ 190,355	\$ 38,886	\$ 17,132	\$ 56,018	\$ 151,469	\$ 17,132	\$ 134,333

(1) Excludes interest income on cash and cash equivalents.

Net Interest Rate Spread

The following table shows our average earning assets held, interest earned on assets, yield on average interest earning assets, average debt balance, economic interest expense, economic average cost of funds, economic net interest income, and net interest rate spread for the periods presented.

	September 30, 2015		For the Quarter Ended		September 30, 2014	
			(dollars in thousands)			
	Average Balance	Interest	Average Yield/Cost	Average Balance	Interest	Average Yield/Cost
Assets:						
Interest-earning assets ⁽¹⁾ :						
Agency RMBS	\$ 5,935,743	\$ 42,132	2.8%	\$ 7,614,237	\$ 64,065	3.4%
Non-Agency RMBS	1,450,827	27,579	7.6%	812,667	22,544	11.1%
Non-Agency RMBS transferred to consolidated VIEs	1,527,414	65,028	17.0%	1,787,994	71,108	15.9%
Jumbo Prime securitized residential mortgage loans held for investment	510,708	3,972	3.1%	710,865	5,282	3.0%
Seasoned sub-prime securitized residential mortgage loans held for investment	4,664,014	73,054	6.3%	1,556,948	27,352	7.0%
Total	\$ 14,088,706	\$ 211,765	6.0%	\$ 12,482,711	\$ 190,351	6.1%
Liabilities and stockholders' equity:						
Interest-bearing liabilities:						
Agency repurchase agreements ⁽²⁾	\$ 5,243,274	\$ 18,690	1.4%	\$ 7,181,000	\$ 23,872	1.3%
Non-Agency repurchase agreements	1,772,806	9,739	2.2%	560,836	3,162	2.3%
Securitized debt, collateralized by Non-Agency RMBS	598,562	9,946	6.6%	765,028	13,540	7.1%
Securitized debt, collateralized by jumbo prime residential mortgage loans	401,222	3,227	3.2%	588,699	5,205	3.5%
Securitized debt, collateralized by seasoned sub-prime residential mortgage loans	3,843,969	35,449	3.7%	1,255,689	10,239	3.3%
Total	\$ 11,859,833	\$ 77,051	2.6%	\$ 10,351,252	\$ 56,018	2.2%
Net economic interest income/net interest rate spread		\$ 134,714	3.4%		\$ 134,333	3.9%
Net interest-earning assets/net interest margin	\$ 2,228,873		4.0%	\$ 2,131,459		4.3%
Ratio of interest-earning assets to interest bearing liabilities	1.19			1.21		

⁽¹⁾ Interest-earning assets at amortized cost

⁽²⁾ Interest includes cash paid on swaps

	September 30, 2015		For the Nine Months Ended		September 30, 2014	
			(dollars in thousands)			
	Average Balance	Interest	Average Yield/Cost	Average Balance	Interest	Average Yield/Cost
Assets:						
Interest-earning assets ⁽¹⁾ :						
Agency RMBS	\$ 6,713,571	\$ 154,739	3.1%	\$ 4,321,091	\$ 109,322	3.4%
Non-Agency RMBS	1,224,947	77,654	8.5%	796,297	61,791	10.3%
Non-Agency RMBS transferred to consolidated VIEs	1,583,689	202,096	17.0%	1,921,600	225,417	15.6%
Jumbo Prime securitized residential mortgage loans held for investment	560,772	18,225	4.3%	742,858	21,446	3.8%
Seasoned sub-prime securitized residential mortgage loans held for investment	4,581,975	219,250	6.4%	518,983	27,352	7.0%
Total	\$ 14,664,954	\$ 671,964	6.1%	\$ 8,300,829	\$ 445,328	7.2%
Liabilities and stockholders' equity:						
Interest-bearing liabilities:						
Agency repurchase agreements ⁽²⁾	\$ 5,945,916	\$ 57,930	1.3%	\$ 3,921,089	\$ 46,036	1.6%
Non-Agency repurchase agreements	1,466,067	24,017	2.2%	246,603	3,939	2.1%
Securitized debt, collateralized by Non-Agency RMBS	645,086	27,111	5.6%	823,113	39,559	6.4%
Securitized debt, collateralized by jumbo prime residential mortgage loans	449,424	13,725	4.1%	621,142	17,061	3.7%
Securitized debt, collateralized by seasoned sub-prime residential mortgage loans	3,817,215	104,965	3.7%	418,563	10,239	3.3%
Total	\$ 12,323,708	\$ 227,748	2.5%	\$ 6,030,510	\$ 116,834	2.6%
Net economic interest income/net interest rate spread		\$ 444,216	3.6%		\$ 328,494	4.6%
Net interest-earning assets/net interest margin	\$ 2,341,246		4.0%	\$ 2,270,319		5.3%

(1) Interest-earning assets at amortized cost

(2) Interest includes cash paid on swaps

Net Economic Interest Income and the Average Earning Assets

Our economic net interest income increased by \$1 million to \$135 million for the quarter ended September 30, 2015 from \$134 million for the same period of 2014. Our economic net interest income increased by \$116 million, or 35%, to \$444 million for the nine months ended September 30, 2015 from \$328 million for the same period of 2014. Our net interest rate spread, which equals the yield on our average assets less the economic average cost of funds decreased by approximately 50 basis points and 100 basis points for the quarter and nine months, ended September 30, 2015 as compared to the same period of 2014. The net interest margin, which equals the net economic interest income as a percentage of the net average balance of our interest-earning assets less our interest-bearing liabilities, decreased by 30 basis points and 130 basis points for the quarter and nine months ended September 30, 2015 as compared to the same period of 2014. Average earning assets increased by \$1.6 billion and \$6.3 billion for the quarter and nine months ended September 30, 2015 from the same period of the prior year, primarily as a result of the increase in subprime residential mortgage loans held for investment. Our net interest margin declined due to a decline in the total average yield on our interest-earning assets which was not fully offset by the decline in our average cost of funds. The portfolio has experienced several changes from the same period for the prior year as we have increased our average Agency RMBS and securitized loans held for investment and our Non-Agency RMBS has declined as a percentage of the total portfolio. These changes have increased our leverage, resulting in lower net interest rate spreads, but higher total interest income.

Economic Interest Expense and the Cost of Funds

The borrowing rate at which we are able to finance our assets using repurchase agreements is typically correlated to LIBOR and the term of the financing. The table below shows our average borrowed funds, economic interest expense, average cost of funds (inclusive of realized losses on interest rate swaps), average one-month LIBOR, average six-month LIBOR, average one-month LIBOR relative to average six-month LIBOR, and average cost of funds relative to average one- and six-month LIBOR.

	Average Debt Balance	Economic Interest Expense (1)	Average Cost of Funds	Average One-Month LIBOR	Average Six-Month LIBOR	Average One-Month LIBOR Relative to Average Six- Month LIBOR	Average Cost of Funds Relative to Average One-Month LIBOR	Average Cost of Funds Relative to Average Six- Month LIBOR
(Ratios have been annualized, dollars in thousands)								
For The Quarter Ended September 30, 2015	\$ 11,859,833	\$ 77,051	2.60%	0.20%	0.51%	(0.31%)	2.40%	2.09%
For The Quarter Ended June 30, 2015	\$ 11,799,997	\$ 75,074	2.50%	0.18%	0.42%	(0.24%)	2.32%	2.08%
For The Quarter Ended March 31, 2015	\$ 13,311,297	\$ 75,625	2.27%	0.17%	0.38%	(0.21%)	2.10%	1.89%
For The Quarter Ended December 31, 2014	\$ 13,336,713	\$ 83,473	2.50%	0.16%	0.33%	(0.17%)	2.35%	2.17%
For The Quarter Ended September 30, 2014	\$ 10,351,252	\$ 56,018	2.16%	0.15%	0.33%	(0.17%)	2.01%	1.84%

(1) Includes effect of realized losses on interest rate swaps.

Average interest-bearing liabilities increased by \$1.5 billion, for the quarter ended September 30, 2015 as compared to the same period of 2014. Economic interest expense increased by \$21 million, for the quarter ended September 30, 2015 as compared to the same period of 2014. The increase in average interest-bearing liabilities is a result of the increase in leverage from repurchase agreements and securitized debt entered into since September 30, 2014, offset by declines in our securitized debt collateralized by Non-Agency RMBS. The additional financing was used to increase our Agency RMBS and secured residential mortgage loans. Our interest expense has increased due to the increase in average interest-bearing liabilities.

Average interest-bearing liabilities increased by \$6.3 billion, for the nine months ended September 30, 2015 as compared to the same period of 2014. Economic interest expense increased by \$111 million, for the nine months ended September 30, 2015 as compared to the same period of 2014. The increase in average interest-bearing liabilities is a result of the increase in leverage from Agency and Non-Agency repurchase agreements and securitized debt entered into since September 30, 2014, offset by declines in our securitized debt collateralized by Non-Agency RMBS. The additional financing was used to increase our secured residential mortgage loans.

Contributing to the overall increased economic interest expense are higher interest rates. Average one-month and six month LIBOR were up five basis point and 18 basis points, respectively, in the third quarter of 2015 as compared to the same period of 2014. While we do acquire interest rate hedges to mitigate changes in interest rate risks, the hedges may not fully offset interest expense movements.

Net other-than-temporary credit impairment losses

OTTI losses are generated when fair values decline below our amortized cost basis, an unrealized loss, and the expected future cash flows decline from prior periods, an adverse change. When an unrealized loss and an adverse change in cash flows occur, we will recognize an OTTI loss in earnings. In addition, if we intend to sell a security, or believe we will be required to sell a security in an unrealized loss position, we will recognize an OTTI loss in earnings equal to the unrealized loss.

OTTI losses were \$18 million and \$2 million for the quarters ended September 30, 2015 and 2014, respectively and \$53 million and \$9 million for the nine months ended September 30, 2015 and 2014, respectively. Of these amounts, \$16 million and \$1 million of the OTTI for the quarter ended September 30, 2015 was related to securities included in our consolidated VIEs and \$45 million and \$5 million of the OTTI for the nine months ended September 30, 2015 was related to securities included in our consolidated VIEs. As of September 30, 2015, we had eight non-agency RMBS securities subject to OTTI in an unrealized loss position totaling less than \$2 million for which we did not recognize impairment. We intend to hold these securities until they recover their amortized cost. We continue to monitor our investment portfolio and will record an OTTI for all investments in an unrealized loss position for which we do not believe we will recover our amortized cost prior to maturity or sale.

Net gains (losses) on derivatives

The table below shows a summary of our net gain (loss) on derivative instruments, for the quarters ended September 30, 2015 and 2014.

	For the Quarter Ended		For the Nine Months Ended	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
	(dollars in thousands)			
Periodic interest cost of interest rate swaps, net	\$ (11,355)	\$ (17,132)	\$ (35,554)	\$ (34,843)
Realized gain (loss) on derivative instruments, net:				
Mortgage Options	-	5,852	443	7,505
Treasury Futures	(9,309)	(11,547)	(44,539)	(21,029)
Swaptions	(496)	(325)	(352)	(325)
Other Derivative Assets	-	-	(21)	-
Swaps - Terminations	-	-	(99,703)	-
Total realized gain (loss) on derivative instruments, net	(9,805)	(6,020)	(144,172)	(13,849)
Unrealized gain on derivative instruments, net:				
Interest Rate Swaps	(55,087)	7,041	25,142	(8,728)
Mortgage Options	-	(4,340)	225	-
Treasury Futures	(6,886)	10,436	1,910	(2,829)
Swaptions	(9,567)	(162)	(6,734)	(162)
Total unrealized gain (loss) on derivative instruments, net:	(71,540)	12,975	20,543	(11,719)
Total gain (loss) on derivative instruments, net	\$ (92,700)	\$ (10,177)	\$ (159,183)	\$ (60,411)

Our derivative portfolio primarily includes interest rate swaps, swaptions, Treasury futures, and mortgage options. During the nine months ended September 30, 2015, we terminated interest rate swap agreements with a notional value of \$1.2 billion for \$99 million. We did not terminate any derivative agreements in during the quarter ended September 30, 2015. In addition, during the nine months ended September 30, 2015, swaps with a notional value of \$800 million matured. No swaps matured during the quarter ended September 30, 2015. These terminations and maturities were offset by an additional \$196 million and \$2.9 billion of swaps and swaptions added during the quarter and nine months ended September 30, 2015. During the third quarter of 2015, we did not change our Treasury future net positions. During the nine months ended September 30, 2015, we reduced our Treasury positions by \$390 million of notional. Changes in our derivative positions were a result of changes in the portfolio composition and changes in interest rates.

During the quarter ended September 30, 2015, we recognized realized losses on derivatives of \$21 million compared to realized losses of \$23 million for the same period of 2014. During the nine months ended September 30, 2015, we recognized realized losses on derivatives of \$80 million compared to realized losses of \$49 million for the same period of 2014. Realized losses include the net cash paid and received on our interest rate swaps during the period as well as sales and settlements of our Treasury futures and mortgage options and does not include amounts paid to terminate our derivative positions.

Unrealized gains and losses include the change in market value, period over period, on our derivatives portfolio. Changes in market value are generally a result of changes in interest rates. The unrealized gains and losses of our derivatives portfolio are generally offset by net changes in our investment portfolio. We may or may not ultimately realize these unrealized derivative gains and losses depending on trade activity, changes in interest rates and the values of the underlying securities.

Our interest rate swaps are primarily used to economically hedge the effects of changes in interest rates on our portfolio specifically our floating rate debt. Therefore, we included the periodic interest costs of the interest rate swaps for the quarters ended September 30, 2015 and 2014 on these economic hedges in our presentation of economic net interest income and our net interest spreads. As we do not account for these as hedges for GAAP presentation, we present these gains and losses separately in the consolidated statements of operations and comprehensive income. The increase in the net periodic interest cost of the interest rate swaps are primarily due to declines in interest rates year over year as we pay a fixed rate on our interest rate swaps and are receiving a lower floating rate.

Treasury futures are not included in our economic interest expense and economic net interest income. We also do not include any gains or losses on our mortgage options in our economic interest expense and economic net interest income as the mortgage options were sold for income generation and not as an economic hedge for changes in interest rates in our portfolio. As we identify opportunities in mortgage backed securities market, we may from time to time purchase or sell mortgage options, including both call and put options to take advantage of these opportunities. We had no mortgage options as of September 30, 2015. The realized gains on our mortgage options for the quarter and nine months ended September 30, 2014 was \$6 and \$8 million, respectively.

Net Unrealized Gains (Losses) on Financial Instruments at Fair Value

We have elected the fair value option with changes in fair value reflected in earnings for our Agency and Non-Agency IO RMBS securities, securitized loans held for investment and the related financing for the securitized loans consolidated as a VIE in our statement of financial condition. The table below shows the unpaid principal, fair value and impact of change in fair value on each of these financial instruments:

	As of September 30, 2015 (dollars in thousands)		As of September 30, 2014 (dollars in thousands)	
	Unpaid Principal/Notional	Fair Value	Unpaid Principal/Notional	Fair Value
Assets:				
IO RMBS securities	\$ 12,564,520	\$ 535,392	7,663,118	335,773
Non-Agency RMBS securities	N/A	23,908	-	-
Securitized loans held for investment, at fair value	5,353,694	5,281,652	4,748,160	4,816,551
Liabilities:				
Securitized debt at fair value	4,347,561	4,221,295	3,842,420	3,737,602
Total	\$ 22,265,775	\$ 10,062,247	\$ 16,253,698	\$ 8,889,926

	For the Quarter Ended September 30, 2015 (dollars in thousands)		For the Nine Months Ended September 30, 2015 (dollars in thousands)	
	Gain/(Loss) on Change in Fair Value	Gain/(Loss) on Change in Fair Value	Gain/(Loss) on Change in Fair Value	Gain/(Loss) on Change in Fair Value
Assets:				
IO RMBS securities	\$ (8,431)	(5,599)	\$ (5,445)	\$ 15,202
Non-Agency RMBS securities	2,546	-	(749)	-
Securitized loans held for investment, at fair value	(37,575)	139,020	(55,686)	139,020
Liabilities:				
Securitized debt at fair value	2,505	29,500	(26,759)	29,500
Total	\$ (40,955)	\$ 162,921	\$ (88,639)	\$ 183,722

Unrealized gains and losses on our Agency and Non-Agency RMBS portfolio represent the changes in fair values of the securities from the prior period. Unrealized gains and losses on our entire Agency and Non-Agency RMBS portfolio are reflected in earnings. IO securities represent the right to receive the interest on a pool of mortgage backed securities, including both Agency and Non-Agency mortgage pools. The fair value of IO RMBS securities are heavily impacted by changes in expected prepayment rates. When IO securities prepay, the holder of the IO security will receive less interest on the investment due to the reduced principal. During the second quarter of 2015, we acquired residual interests in several seasoned pools for mortgage loans. These holdings generally do not have a traditional unpaid principal amount and pay cash based on guidance in the trust documents when excess cash is available. Many of these holdings do not pay any interest and may never pay interest. We have elected to carry these residual interests at fair value with changes in fair value reflected in earnings. As of January 1, 2015, the Company adopted the guidance in ASU 2014-13, *Measuring the Financial Assets and the Financial Liabilities of a Consolidated Collateralized Financing Entity*, which allowed us to carry both the assets and liabilities of certain consolidated VIEs at fair value with changes in fair value reflected in earnings.

During the quarter and nine months ended September 30, 2015, we recorded unrealized losses in earnings of \$40 million and \$89 million, compared to a gain of \$163 million and \$184 million for the same period of 2014.

Gains and Losses on Sales of Assets and Loss on extinguishment of securitized debt

Net realized gains on sales of investments were \$4 million and \$43 million for the quarters and nine months ended September 30, 2015, respectively as compared to gains of \$64 million and gains of \$68 million for the quarters and nine months ended September 30, 2014, respectively. We do not forecast sales of investments as we generally expect to invest for long term gains. However, from time to time, we may sell assets to create liquidity necessary to pursue new opportunities, achieve targeted leverage ratios as well as for gains when prices indicate a sale is most beneficial to us, or is the most prudent course of action to maintain a targeted risk adjusted yield for our investors.

During the third quarter of 2015, the company called \$516 million of securitized debt collateralized by non-agency RMBS at par for cash payments of \$508 million, resulting in a gain on extinguishment of debt of \$8 million. During the nine months ended September 30, 2015, the company called \$752 million of securitized debt collateralized by non-agency RMBS at par for cash payments of \$739 million, resulting in a gain on extinguishment of debt of \$13 million. During the third quarter of 2015, the company also purchased \$107 million of securitized debt collateralized by subprime residential mortgage loans for a cash payment of \$135 million resulting in a loss on extinguishment of debt of \$28 million. During the first quarter of 2014, the company purchased \$54 million of securitized debt collateralized by non-agency RMBS for cash payments of \$56 million, resulting in a loss on extinguishment of debt of \$2 million. When the Company acquires its outstanding debt, it extinguishes the outstanding debt and recognizes a gain or loss based on the difference between the carrying value of the debt and the cost to acquire the debt which is reflected in the Consolidated Statement of Operations and Comprehensive Income as a loss on extinguishment of debt during the quarters and nine months ended September 30, 2015 and 2014, respectively.

Management Fees, Compensation, General and Administrative Expenses, Servicing Fees and Deal Expenses

On August 5, 2015, as discussed above under “The Internalization,” we announced the mutual agreement to terminate the Management Agreement between us and our Manager, effective immediately. Thus, as of August 5, 2015, the company began incurring compensation expense as we are now internally managed (whereas prior to the Internalization, such expenses were incurred by our Manager, and we paid a management fee). The table below shows our total management fee and general and administrative, or G&A, expenses as compared to average total assets and average equity for the periods presented.

	Total Management Fee, Compensation and Other Expenses	Total Management Fee, Compensation and Other Expenses/Average Assets	Total Management Fee, Compensation and Other Expenses/Average Equity
(Ratios have been annualized, dollars in thousands)			
For The Quarter Ended September 30, 2015	\$ 24,362	0.60%	2.97%
For The Quarter Ended June 30, 2015	\$ 24,103	0.58%	2.77%
For The Quarter Ended March 31, 2015	\$ 20,362	0.43%	2.28%
For The Quarter Ended December 31, 2014	\$ 22,612	0.47%	2.51%
For The Quarter Ended September 30, 2014 ⁽¹⁾	\$ 13,178	0.43%	1.54%

⁽¹⁾ Does not include one-time management fee reduction of \$24 million

We incurred management fees of \$4 million and \$9 million for each of the quarters ended September 30, 2015 and 2014, respectively and \$25 million and \$22 million for each of the nine months ended September 30, 2015 and 2014, respectively. We also recognized reimbursements from FIDAC related to the amended Management Agreement of approximately \$1 million and \$2 million for each of the quarters ended September 30, 2015 and 2014 and \$7 million and \$5 million for each of the nine month periods ended September 30, 2015 and 2014. The management fee is based on our stockholders’ equity as defined in the Management Agreement. See further discussion of the management fee, including amendments to the Management Agreement, as well as other agreements with FIDAC in our discussion of related party transactions below.

In connection with the Internalization and the termination of the Management Agreement, we became internally managed and hired employees. Thus, as of August 5, 2015, we began to incur compensation and benefits costs. Compensation and benefits costs have replaced the management fee as the cost to operate our business. Compensation and benefit costs for the quarter ended September 30, 2015 was \$4 million.

G&A expenses were approximately \$9 million and \$3 million for the quarters ended September 30, 2015 and 2014, respectively. G&A expenses were approximately \$22 million and \$12 million for the nine months ended September 30, 2015 and 2014, respectively. The increase in G&A expenses is primarily due to transition costs incurred as part of the Internalization which occurred during the third quarter of 2015.

Servicing fees paid by our consolidated VIEs were approximately \$6 million and \$3 million for the quarters ended September 30, 2015 and 2014 and \$19 million and \$4 million for the nine months ended September 30, 2015 and 2014, respectively. These servicing fees are related to the consolidation of the whole loan securitization vehicles and are paid from interest income earned by the VIEs. The increase in servicing fees is primarily due to the addition of subprime mortgage loans from the prior year. Subprime mortgage loans average asset balance increased to \$4.6 billion for from nine months ended September 30, 2015 from \$519 million for the same period of 2014.

We also incurred deal expenses of \$2 million and \$5 million for the quarter and nine months ended September 30, 2015 related to the call and re-securitization of certain of our subprime mortgage pools.

In addition, during the third quarter of 2014, we received a reimbursement of prior management fees paid to FIDAC of \$24 million which did not recur in 2015.

Net Income (Loss) and Return on Average Equity

The table below shows our economic net interest income, realized gains (losses) on sale of assets and the credit related OTTI, realized and unrealized gains (losses) on interest rate swaps and IOs, total management fee and G&A expenses, and income tax, each as a percentage of average equity, and the return on average equity for the periods presented.

	Economic Net Interest Income/Average Equity *	Realized Gains (Losses) on Sales and OTTI/Average Equity	Realized and Unrealized Gains (Losses) on Interest Rate Swaps and IOs/Average Equity	Total Management Fee, Compensation and G&A Expenses/Average Equity	Return on Average Equity
(Ratios have been annualized)					
For The Quarter Ended September 30, 2015	15.05%	(1.74%)	5.72%	(2.97%)	(5.89%)
For The Quarter Ended June 30, 2015	15.06%	(2.00%)	3.55%	(2.77%)	13.64%
For The Quarter Ended March 31, 2015	17.06%	2.44%	(8.96%)	(2.28%)	7.52%
For The Quarter Ended December 31, 2014	15.70%	(3.51%)	(7.75%)	(2.51%)	0.72%
For The Quarter Ended September 30, 2014	15.64%	7.41%	2.57%	(1.54%)	43.99%

* Includes effect of realized losses on interest rate swaps.

We incurred a net loss of \$48 million for the quarter ended September 30, 2015 and net income of \$378 million for the quarter ended September 30, 2014. Our net income was \$135 million and \$583 million for the nine months ended September 30, 2015 and 2014. Economic net interest income as a percentage of average equity was consistent at September 30, 2015 as compared to the same period of 2014. Return on average equity decreased by for the quarter ended September 30, 2015 as compared to the same period of 2014 due to lower income in the current quarter, primarily as a result of unrealized losses on derivative instruments and financial instruments at fair value.

Core earnings

Core earnings is a non-GAAP measure and is defined as GAAP net income excluding unrealized gains on the aggregate portfolio, impairment losses, realized gains on sales of investments, gain on deconsolidation, extinguishment of debt and certain other non-recurring gains or losses. As defined, core earnings include interest income and expense as well as realized gains or losses on derivatives used to hedge interest rate risk. Core earnings are provided for the purpose of comparability to other peer issuers, but have important limitations. Core earnings as described above helps evaluate our financial performance without the impact of certain transactions and is of limited usefulness as an analytical tool. Therefore, core earnings should not be viewed in isolation and is not a substitute for net income or net income per basic share computed in accordance with GAAP.

The following table provides GAAP measures of net income and net income per basic share available to common stockholders for the quarters ended September 30, 2015 and 2014 and details with respect to reconciling the line items to core earnings and related per average basic common share amounts:

	For the Quarter Ended		For the Nine Months Ended	
	September 30, 2015	September 30, 2014	September 30, 2015	September 30, 2014
	(dollars in thousands, except per share data)			
GAAP Net income	\$ (48,259)	\$ 377,580	\$ 134,969	\$ 582,717
Adjustments:				
Net other-than-temporary credit impairment losses	17,832	1,990	52,748	8,871
Net unrealized gains (losses) on derivatives	71,540	(12,975)	(20,543)	11,720
Net unrealized (gains) losses on financial instruments at fair value	40,955	(162,921)	88,640	(183,722)
Net realized (gains) losses on sales of investments	(3,539)	(64,107)	(42,789)	(68,145)
(Gains) losses on extinguishment of debt	19,915	-	14,836	2,184
Gain on deconsolidation	-	-	-	(47,846)
Realized (gains) losses on terminations of interest rate swaps	-	-	99,703	-
Other (income) expense	-	(23,783)	-	(23,783)
Core Earnings	\$ 98,444	\$ 115,784	\$ 327,564	\$ 281,996
GAAP net income (loss) per basic common share	\$ (0.24)	\$ 1.85	\$ 0.65	\$ 2.85
Core earnings per basic common share	\$ 0.50	\$ 0.56	\$ 1.61	\$ 1.36

Core earnings decreased for the quarter ended September 30, 2015 as compared to the same period of 2014 as a result of increased hedging costs and operating expenses due to the internalization. Core earnings increased for the nine months ended September 30, 2015 as compared to the same period of 2014 primarily as a result of increased net interest income on larger average net assets.

Liquidity and Capital Resources

General

Liquidity measures our ability to meet cash requirements, including ongoing commitments to repay our borrowings, purchase RMBS, mortgage loans and other assets for our portfolio, pay dividends and other general business needs. Our principal sources of capital and funds for additional investments primarily include earnings from our investments, borrowings under securitizations and re-securitizations, repurchase agreements and other financing facilities, and proceeds from equity offerings.

To meet our short term (one year or less) liquidity needs, we expect to continue to borrow funds in the form of repurchase agreements and, subject to market conditions, other types of financing. The terms of the repurchase transaction borrowings under our master repurchase agreements generally conform to the terms in the standard master repurchase agreement as published by the Securities Industry and Financial Markets Association, or SIFMA, as to repayment, margin requirements and the segregation of all securities we have initially sold under the repurchase transaction. In addition, each lender typically requires that we include supplemental terms and conditions to the standard master repurchase agreement. Typical supplemental terms and conditions include changes to the margin maintenance requirements, cross default provisions, required haircuts (or the percentage that is subtracted from the value of RMBS that collateralizes the financing), purchase price maintenance requirements, and requirements that all disputes related to the repurchase agreement be litigated or arbitrated in a particular jurisdiction. These provisions may differ for each of our lenders.

We expect to meet our short term liquidity needs by relying on the cash flows generated by our investments. These cash flows are primarily comprised of monthly principal and interest payments received on our investments. We may also sell our investments and utilize those proceeds to meet our short term liquidity needs or enter into non-recourse financing of our assets through sales of securities to third parties of loan securitizations or RMBS re-securitization transactions, similar to transactions that we have completed in prior periods.

Based on our current portfolio, leverage ratio and available borrowing arrangements, we believe our assets will be sufficient to enable us to meet anticipated short-term liquidity requirements. However, a decline in the value of our collateral could cause a temporary liquidity shortfall due to the timing of margin calls on the financing arrangements and the actual receipt of the cash related to principal paydowns. If our cash resources are at any time insufficient to satisfy our liquidity requirements, we may have to sell investments, potentially at a loss, or issue debt or additional equity securities in a common stock offering.

To meet our longer term liquidity needs (greater than one year), we expect our principal sources of capital and funds to continue to be provided by earnings from our investments, borrowings under securitizations and re-securitizations, repurchase agreements and other financing facilities, as well as proceeds from equity offerings.

In addition to the principal sources of capital described above, we may enter into warehouse facilities and use longer dated structured repurchase agreements. The use of any particular source of capital and funds will depend on market conditions, availability of these facilities, and the investment opportunities available to us.

Current Period

We held cash and cash equivalents of approximately \$40 million and \$165 million at September 30, 2015 and December 31, 2014, respectively. As a result of our operating, investing and financing activities described above, our cash position decreased by \$125 million from December 31, 2014 to September 30, 2015.

Our operating activities provided net cash of approximately \$254 million and \$155 million for the nine months ended September 30, 2015 and 2014, respectively. The cash provided by our operations is primarily due to interest received in excess of interest paid during the period. During the third quarter of 2015, interest received net of interest paid was \$526 million. This cash received was offset in part by payments on derivatives of \$180 million, including \$100 million paid for termination of existing swaps during the nine months ended September 30, 2015.

Our investing activities provided cash of approximately \$2.0 billion and used cash of \$5.5 billion for the nine months ended September 30, 2015 and 2014, respectively. During the nine months ended September 30, 2015 we purchased investments of \$4.5 billion, primarily Agency RMBS. This use of cash was offset during the period from sales of investments of \$4.9 billion and principal repayments of \$1.7 billion during the first nine months of 2015. The purchases and sales activity was primarily due to the Company continuing to balance its Agency portfolio to maximize spread income and provide liquidity for purchases of Non-Agency RMBS and mortgage loan pools.

Our financing activities used cash of \$2.3 billion and provided cash of \$5.5 billion for the nine months ended September 30, 2015 and 2014, respectively. During the nine months ended September 30, 2015, we paid proceeds on our repurchase agreements, net of proceeds on our repurchase agreements of \$1.3 billion. We also repaid principal of our securitized debt of \$1.6 billion and paid dividends of \$290 million. During the third quarter of 2015, we also paid \$213 to acquire common stock outstanding. These uses of cash were offset, in part, by receipt of cash on debt issuance of \$1 billion.

Our recourse leverage is 2.5:1 and 2.6:1 for the periods ended September 30, 2015 and December 31, 2014, respectively. Our recourse leverage excludes the securitized debt which can only be repaid from the proceeds on the assets securing this debt in their respective VIEs. The decrease in our recourse leverage compared to September 30, 2014 is a result of the sale of higher leverage agency positions to acquire residential mortgage loans. Our recourse leverage is presented as a ratio of our repurchase agreements, which are recourse to the assets of the Company, to our economic net equity calculated as a part of our economic book value.

We believe that our cash balances provide an appropriate level of liquidity. Even though we have unrestricted Agency RMBS investments, we expect to meet our future cash needs primarily from principal and interest payments on our portfolio and do not anticipate we will need to sell unrestricted Agency RMBS investments to meet our liquidity needs. We expect to continue to finance our RMBS portfolio largely through repurchase agreements and loans through the securitization market. In addition, we may from time to time sell securities or issue debt as a source of cash to fund new purchases.

At September 30, 2015 and December 31, 2014 the remaining maturities on our RMBS repurchase agreements were as follows.

	September 30, 2015	December 31, 2014
	(dollars in thousands)	
Overnight	\$ 33,119	\$ -
1 to 29 days	1,620,979	2,652,717
30 to 59 days	1,846,105	1,371,856
60 to 89 days	877,448	656,915
90 to 119 days	1,224,940	2,068,740
Greater than or equal to 120 days	1,548,230	1,705,153
Total	\$ 7,150,821	\$ 8,455,381
 Average days to maturity	 114 Days	 100 Days

We collateralize the repurchase agreements we use to finance our operations with our RMBS investments. Our counterparties negotiate a ‘haircut’ when we enter into a financing transaction, which varies from lender to lender. The size of the haircut reflects the perceived risk associated with holding the RMBS by the lender. The haircut provides lenders with a cushion for daily market value movements that reduce the need for a margin call to be issued or margin to be returned as normal daily increases or decreases in RMBS market values occur. At September 30, 2015, the weighted average haircut on our repurchase agreements collateralized by Agency MBS was 5.5% compared to a haircut on Agency RMBS of 5.1% at December 31, 2014. At September 30, 2015, the weighted average haircut on our repurchase agreements collateralized by Non-Agency RMBS was 33.8% compared to a haircut on Non-Agency RMBS of 29.4% at December 31, 2014.

As the fair value of the Non-Agency RMBS is more difficult to determine, as well as more volatile period to period than Agency RMBS, the Non-Agency RMBS typically requires a larger haircut. Repurchase agreements also subject us to two types of margin calls. First, there are monthly margin calls that are triggered as principal payments and pre-payments are received by us as these payments lower the value of the collateral. As a result, we expect to receive margin calls from our repurchase counterparties monthly simply due to the principal paydowns on our Agency RMBS. The monthly principal payments and pre-payments are not known in advance and vary depending on the behavior of the borrowers related to the underlying mortgages. Second, counterparties make margin calls or return margin as a result of normal daily increases or decreases in asset fair values. In addition, when financing assets using standard form of SIFMA Master Repurchase Agreements, the counterparty to the agreement typically nets its exposure to us on all outstanding repurchase agreements and issues margin calls if movement of the fair values of the assets in the aggregate exceeds their allowable exposure to us. A decline in asset fair values could create a margin call, or may create no margin call depending on the counterparty’s specific policy. In addition, counterparties consider a number of factors, including their aggregate exposure to us as a whole and the number of days remaining before the repurchase transaction closes prior to issuing a margin call. See Note 5 to our Consolidated Financial Statements for a discussion on how we determine the fair values of the RMBS collateralizing our repurchase agreements.

The table below presents our average daily repurchase balance and the repurchase balance at each period end for the periods presented. Our balance at period-end tends to fluctuate from the average daily balances due to the adjusting of the size of our portfolio by using leverage. Our average repurchase agreement balance for the quarter ended September 30, 2015 increased compared to our average repurchase agreement balance for the quarter ended September 30, 2014 due to additional borrowings on our repurchase agreements in excess of repayments during 2014. We continue to deploy capital for strategic purchases of investments.

Period	Average Repurchase Balance	Repurchase Balance at Period End
	(dollars in thousands)	
Quarter End September 30, 2015	\$ 7,016,080	\$ 7,150,821
Quarter End June 30, 2015	\$ 6,904,516	\$ 6,813,831
Quarter End March 31, 2015	\$ 8,315,355	\$ 8,296,224
Quarter End December 31, 2014	\$ 8,247,722	\$ 8,455,381
Quarter End September 30, 2014	\$ 7,741,837	\$ 7,838,163
Quarter End June 30, 2014	\$ 3,054,737	\$ 5,564,554

We are not required to maintain any specific debt-to-equity ratio. We believe the appropriate leverage for the particular assets we are financing depends on the credit quality and risk of those assets. At September 30, 2015 and December 31, 2014 our total debt was approximately \$11.9 billion and \$13.6 billion which represented a debt-to-equity ratio for both periods of approximately 3.8:1, respectively. We include our repurchase agreements and securitized debt in the numerator of our debt-to-equity ratio and stockholders’ equity as the denominator.

During the third quarter of 2015, we decreased our leverage as we sold portions of our Agency MBS portfolio to generate liquidity to settle repurchase agreements as well as to acquire a pool of mortgage loans. At September 30, 2015, we had repurchase agreements with 22 counterparties. All of our repurchase agreements are secured by Agency and Non-Agency RMBS or, in limited circumstances, cash. Under these repurchase agreements we may not be able to reclaim our collateral but still be obligated to pay our repurchase obligations. We mitigate this risk by limiting our exposure to any counterparty to approximately 10% or less of our total equity, as well as ensuring all our counterparties are highly rated. Therefore, we believe the risk of loss of our collateral posted is mitigated by the terms of our agreements. As of September 30, 2015 and December 31, 2014, we had \$8.5 billion and \$9.3 billion, respectively, of securities pledged against our repurchase agreement obligations.

Our repurchase agreements have original maturities ranging from 30 to 365 days. The average term on our repurchase agreements at September 30, 2015 and December 31, 2014 was 80 days and 100 days, respectively. We expect to renew each of our repurchase agreements at maturity. When we renew our repurchase agreements, there is a risk that we will not be able to obtain as favorable an interest rate as a result of rising rates. We offset the risk of our repurchase agreements primarily through the use of interest rate swaps. The average remaining maturities on our interest rate swaps at September 30, 2015 range from less than 1 year to 19 years and have a weighted average maturity of approximately 4 years. We use these interest rate swaps to protect the portfolio from short term changes in interest rates. We currently have three swap counterparties. When our interest rate swaps are in a net loss position (expected cash payments are in excess of expected cash receipts on the swaps), we post collateral as required by the terms of our swap agreements. As of September 30, 2015, we have posted \$141 million of cash and securities as collateral to our swap counterparties.

Secured Debt Financing Transactions

During the third quarter of 2015, we called securitized debt, collateralized by loans held for investment with an unpaid principal balance of \$508 million at par. Additionally, during the quarter, we issued new debt, collateralized by these same loans held for investment, with an unpaid principal balance of \$515 million for \$509 million. Also, during the third quarter, we purchased outstanding debt with an unpaid principal amount of \$155 million for \$135 million. This outstanding debt acquired is part of a securitization vehicle which has a call date in 2016. During the nine months ended September 30, 2015, we called securitized debt, collateralized by loans held for investment with an unpaid principal balance of \$739 million at par. Additionally, during the nine months ended September 30, 2015, we issued new debt, collateralized by these same loans held for investment, with an unpaid principal balance of \$792 million for \$785 million.

Subsequent to September 30, 2015, we called securitized debt, collateralized by loans held for investment with an unpaid principal balance of \$522 million at par.

Exposure to European Financial Counterparties

Our Agency RMBS are primarily financed with repurchase agreements. We secure our borrowings under these agreements by pledging our Agency RMBS as collateral to the lender. The collateral we pledge exceeds the amount of the borrowings under each agreement, typically with the extent of over-collateralization being at least 3% of the amount borrowed. If the counterparty to the repurchase agreement defaults on its obligations and we are not able to recover our pledged assets, we are at risk of losing the over-collateralized amount. The amount of this exposure is the difference between the amount loaned to us plus interest due to the counterparty and the fair value of the collateral pledged by us to the lender including accrued interest receivable on such collateral.

We also use interest rate swaps to manage our interest rate risks. Under these swap agreements, we pledge Agency RMBS as collateral as part of a margin arrangement for interest rate swaps that are in an unrealized loss position. If swap counterparty were to default on its obligation, we would be exposed to a loss to the extent that the amount of our Agency RMBS pledged exceeded the unrealized loss on the associated swaps and we were not able to recover the excess collateral.

Over the past several years, several large European financial institutions have experienced financial difficulty and have been either rescued by government assistance or by other large European banks or institutions. Some of these financial institutions or their U.S. subsidiaries have provided us financing under repurchase agreements or we have entered into interest rate swaps with such institutions. We have entered into repurchase agreements or interest rate swaps with six counterparties as of September 30, 2015 that is either domiciled in Europe or is a U.S.-based subsidiary of a European-domiciled financial institution. The following table summarizes our exposure to such counterparties at September 30, 2015:

September 30, 2015

Country	Number of Counterparties	Repurchase Agreement Financing	Interest Rate Swaps at Fair Value	Exposure (1)	Exposure as a Percentage of Total Assets
(dollars in thousands)					
France	1	\$ 576,496	\$ (74,559)	\$ 46,721	0.29%
Netherlands	1	243,089	-	14,254	0.09%
Switzerland	2	1,168,673	(9,679)	362,185	2.27%
United Kingdom	1	256,656	-	21,066	0.13%
Total	5	\$ 2,244,914	\$ (84,238)	\$ 444,226	2.78%

(1) Represents the amount of securities pledged as collateral to each counterparty less the aggregate of repurchase agreement financing and unrealized loss on swaps for each counterparty.

At September 30, 2015, we did not use credit default swaps or other forms of credit protection to hedge the exposures summarized in the table above.

If the European credit crisis continues to impact these major European financial institutions, it is possible that it will also impact the operations of their U.S. subsidiaries. Our financings and operations could be adversely affected by such events. We monitor our exposure to our repurchase agreement and swap counterparties on a regular basis, using various methods, including review of recent rating agency actions, financial relief plans, credit spreads or other developments and by monitoring the amount of cash and securities collateral pledged and the associated loan amount under repurchase agreements or the fair value of swaps with our counterparties. We make reverse margin calls on our counterparties to recover excess collateral as permitted by the agreements governing our financing arrangements or interest rate swaps, or may try to take other actions to reduce the amount of our exposure to a counterparty when necessary.

Stockholders' Equity

Other than as discussed below under "Restricted Stock Grants," there were no shares issued by the Company during the quarters ended September 30, 2015 and 2014.

During the quarter ended September 30, 2015, we declared dividends to common shareholders totaling \$91 million, or \$0.48 per share. During the quarter ended September 30, 2014, we declared dividends to common shareholders totaling \$92 million, or \$0.45 per share. During the nine months ended September 30, 2015, we declared dividends to common shareholders totaling \$289 million, or \$1.44 per share. During the nine months ended September 30, 2014, we declared dividends to common shareholders totaling \$277 million, or \$1.35 per share.

The Company had no preferred stock issued or outstanding as of September 30, 2015 and December 31, 2014.

Related Party Transactions

The Management Agreement

As discussed above, on August 5, 2015, we entered into agreements to internalize the Company's management. Prior to the Internalization, we were managed by FIDAC pursuant to the Management Agreement (the "Management Agreement"). In connection with the Internalization, we terminated the Management Agreement without the payment of any termination fee.

The Management Agreement provided that the Manager will pay all past and future expenses that the Company or our Audit Committee incur to: (1) evaluate the Company's accounting policy related to the application of GAAP to its Non-Agency RMBS portfolio (the "Evaluation"); (2) restate the financial statements for the period covering 2008 through 2011 as a result of the Evaluation (the "Restatement Filing"); and (3) investigate and evaluate any shareholder derivative demands arising from the Evaluation or the Restatement Filing (the "Investigation"); provided, however, that the Manager's obligation to pay expenses applies only to expenses not paid by our insurers under our insurance policies. Expenses shall include, without limitation, fees and costs incurred with respect to auditors, outside counsel, and consultants engaged by us or our Audit Committee for the Evaluation, Restatement Filing and the Investigation. The amount paid by the Manager related to these expenses for the quarters ended September 30, 2015 and 2014 is \$1 million and \$2 million, respectively. The amount paid by the Manager related to these expenses for the nine months ended September 30, 2015 and 2014 is \$7 million and \$5 million, respectively. Recoveries are presented in the Consolidated Statements of Operations and Comprehensive Income as Expense recoveries from Manager.

Restricted Stock Grants

We granted 260,200 shares of restricted stock to employees of FIDAC and its affiliates and members of our Board of Directors on January 2, 2008. On February 2, 2015 we granted 84,700 shares of restricted stock to employees of FIDAC. At September 30, 2015 and December 31, 2014, there were approximately 70,000 and 39,400 unvested shares of restricted stock issued to our employees, respectively.

Contractual Obligations and Commitments

The following tables summarize our contractual obligations at September 30, 2015 and December 31, 2014. The estimated principal repayment schedule of the securitized debt is based on expected cash flows of the residential mortgage loans or RMBS, as adjusted for expected principal writedowns on the underlying collateral of the debt.

September 30, 2015
(dollars in thousands)

Contractual Obligations	Within One Year	One to Three Years	Three to Five Years	Greater Than or Equal to Five Years	Total
Repurchase agreements for RMBS	\$ 6,573,966	\$ 576,855	\$ -	\$ -	\$ 7,150,821
Securitized debt	768,141	1,161,386	807,625	1,498,922	4,236,074
Interest expense on RMBS repurchase agreements ⁽¹⁾	23,102	2,950	-	-	26,052
Interest expense on securitized debt ⁽¹⁾	153,606	269,110	218,958	547,859	1,189,533
Total	\$ 7,518,815	\$ 2,010,301	\$ 1,026,583	\$ 2,046,781	\$ 12,602,480

⁽¹⁾ Interest is based on variable rates in effect as of June 30, 2015.

December 31, 2014
(dollars in thousands)

Contractual Obligations	Within One Year	One to Three Years	Three to Five Years	Greater Than or Equal to Five Years	Total
Repurchase agreements for RMBS	\$ 8,155,381	\$ 300,000	\$ -	\$ -	\$ 8,455,381
Securitized debt	880,367	1,427,236	940,975	1,645,706	4,894,284
Interest expense on RMBS repurchase agreements ⁽¹⁾	18,451	3	-	-	18,454
Interest expense on securitized debt ⁽¹⁾	184,079	313,263	238,776	573,623	1,309,741
Total	\$ 9,238,278	\$ 2,040,502	\$ 1,179,751	\$ 2,219,329	\$ 14,677,860

⁽¹⁾ Interest is based on variable rates in effect as of December 31, 2014.

Off-Balance Sheet Arrangements

We do not have any relationships with unconsolidated entities or financial partnerships, such as entities often referred to as structured finance or special purpose entities, which would have been established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes. Further, we have not guaranteed any obligations of unconsolidated entities nor do we have any commitment or intent to provide funding to any such entities.

Capital Expenditure Requirements

At September 30, 2015 and December 31, 2014, we had no material commitments for capital expenditures.

Dividends

To qualify as a REIT, we must pay annual dividends to our stockholders of at least 90% of our taxable income (subject to certain adjustments). We intend to pay regular quarterly dividends to our stockholders. Before we pay any dividend, we must first meet any operating requirements and scheduled debt service on our financing facilities and other debt payable.

Inflation

A significant portion of our assets and liabilities are interest rate sensitive in nature. As a result, interest rates and other factors influence our performance far more so than does inflation. Changes in interest rates do not necessarily correlate with inflation rates or changes in inflation rates. Our consolidated financial statements are prepared in accordance with GAAP and our distributions will be determined by our Board of Directors consistent with our obligation to distribute to our stockholders at least 90% of our REIT taxable income on an annual basis in order to maintain our REIT qualification; in each case, our activities and financial condition are measured with reference to historical cost or fair market value without considering inflation.

Other Matters

We have organized ourselves as a holding company and conduct our real estate businesses primarily through wholly-owned subsidiaries and at all times intend to conduct our business so as not to become regulated as an investment company under the 1940 Act. If we were to become regulated as an investment company, our ability to use leverage would be substantially reduced.

Section 3(a)(1)(C) of the Investment Company Act defines an investment company as any issuer that 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 the issuer's total assets (exclusive of U.S. Government securities and cash items) on an unconsolidated basis (the "40% test"). Excluded from the term "investment securities," among other things, are securities issued by majority-owned subsidiaries that rely on the exemptions from registration other than Sections 3(c)(1) and 3(c)(7) of the Investment Company Act, such as the exemption provided by Section 3(c)(5)(C) of the Investment Company Act.

Certain of our subsidiaries, including Chimera RMBS Whole Pool, LLC (*f/k/a* Chimera Asset Holding LLC) and certain subsidiaries that we may form in the future, rely on the exemption from registration provided by Section 3(c)(5)(C) of the Investment Company Act. Section 3(c)(5)(C), as interpreted by the staff of the Securities and Exchange Commission (or the SEC), requires us to invest at least 55% of our assets in "mortgages and other liens on and interest in real estate" (or Qualifying Real Estate Assets) and at least 80% of our assets in Qualifying Real Estate Assets plus real estate related assets. The assets that we acquire, therefore, are limited by the provisions of and the rules and regulations promulgated under the Investment Company Act.

We also have formed, and may in the future form, certain other wholly-owned or majority-owned subsidiaries that rely upon the exclusion from the definition of investment company under the Investment Company Act provided by Section 3(c)(1) or 3(c)(7) of the Investment Company Act. The securities issued by any wholly-owned or majority-owned subsidiary that relies on the exclusion from the definition of investment company provided by Section 3(c)(1) or 3(c)(7), together with any other investment securities we may own, may not have a value in excess of 40% of the value of our adjusted total assets on an unconsolidated basis. We monitor our compliance with the 40% Test and the operations of our subsidiaries so that we and each of our subsidiaries may maintain compliance with an exclusion from registration as an investment company under the Investment Company Act.

On August 31, 2011, the SEC issued a concept release titled "Companies Engaged in the Business of Acquiring Mortgages and Mortgage-Related Instruments" (SEC Release No. IC-29778). Under the concept release, the SEC is reviewing interpretive issues related to the Section 3(c)(5)(C) exemption. We will continue to monitor developments related to this matter.

Based on our calculations, as of September 30, 2015 and December 31, 2014, we were in compliance with the exemption from registration provided by Section 3(c)(5)(C) and 3(a)(1)(C) of the Investment Company Act.

As a result of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the U.S. Commodity Futures Trading Commission, or CFTC, gained jurisdiction over the regulation of interest rate swaps. The CFTC has asserted that this causes the operators of mortgage real estate investment trusts that use swaps as part of their business model to fall within the statutory definition of Commodity Pool Operator, or CPO, and, absent relief from the Division or the Commission, to register as CPOs. On December 7, 2012, as a result of numerous requests for no-action relief from the CPO registration requirement for operators of mortgage real estate investment trusts, the Division of Swap Dealer and Intermediary Oversight of the CFTC issued no-action relief entitled "No-Action Relief from the Commodity Pool Operator Registration Requirement for Commodity Pool Operators of Certain Pooled Investment Vehicles Organized as Mortgage Real Estate Investment Trusts" that permits a CPO to receive relief by filing a claim to perfect the use of the relief. A claim submitted by a CPO will be effective upon filing, so long as the claim is materially complete. The conditions that must be met to claim the relief are that the mortgage real estate investment trust must:

- Limit the initial margin and premiums required to establish its commodity interest positions to no more than five percent of the fair market value of the mortgage real estate investment trust's total assets;
- Limit the net income derived annually from its commodity interest positions that are not qualifying hedging transactions to less than five percent of the mortgage real estate investment trust's gross income;
- Ensure that interests in the mortgage real estate investment trust are not marketed to the public as or in a commodity pool or otherwise as or in a vehicle for trading in the commodity futures, commodity options, or swaps markets; and
- Either:
 - identify itself as a "mortgage REIT" in Item G of its last U.S. income tax return on Form 1120-REIT; or
 - if it has not yet filed its first U.S. income tax return on Form 1120-REIT, disclose to its shareholders that it intends to identify itself as a "mortgage REIT" in its first U.S. income tax return on Form 1120-REIT.

While we disagree that the CFTC's position that mortgage real estate investment trusts that use swaps as part of their business model fall within the statutory definition of a CPO, we have submitted a claim for the relief set forth in the no-action relief entitled "No-Action Relief from the Commodity Pool Operator Registration Requirement for Commodity Pool Operators of Certain Pooled Investment Vehicles Organized as Mortgage Real Estate Investment Trusts" and believe we meet the criteria for such relief set forth therein.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The primary components of our market risk are related to credit risk, interest rate risk, prepayment risk, market value risk and real estate risk. While we do not seek to avoid risk completely, we believe the risk can be quantified from historical experience and we seek to actively manage that risk, to earn sufficient compensation to justify taking those risks and to maintain capital levels consistent with the risks we undertake.

Credit Risk

We are subject to credit risk in connection with our investments in Non-Agency RMBS and residential mortgage loans and face more credit risk on assets we own which are rated below "AAA." The credit risk related to these investments pertains to the ability and willingness of the borrowers to pay, which is assessed before credit is granted or renewed and periodically reviewed throughout the loan or security term. We believe that residual loan credit quality, and thus the quality of our assets, is primarily determined by the borrowers' credit profiles and loan characteristics. We use a comprehensive credit review process. Our analysis of loans includes borrower profiles, as well as valuation and appraisal data. We use compensating factors such as liquid assets, low loan to value ratios and regional unemployment statistics in evaluating loans. Our resources include a proprietary portfolio management system, as well as third party software systems. We may utilize a third party due diligence firm to perform an independent underwriting review to ensure compliance with existing guidelines. In addition to statistical sampling techniques, we create adverse credit and valuation samples, which we individually review. We reject loans that fail to conform to our standards and do not meet our underwriting criteria. Once we own a loan, our surveillance process includes ongoing analysis through our proprietary data and servicer files. Additionally, the Non-Agency RMBS and other ABS which we acquire for our portfolio are reviewed by us to ensure that they satisfy our risk based criteria. Our review of Non-Agency RMBS and other ABS includes utilizing a proprietary portfolio management system. Our review of Non-Agency RMBS and other ABS is based on quantitative and qualitative analysis of the risk-adjusted returns on Non-Agency RMBS and other ABS. This analysis includes an evaluation of the collateral characteristics supporting the RMBS such as borrower payment history, credit profiles, geographic concentrations, credit enhancement, seasoning, and other pertinent factors.

Interest Rate Risk

Interest rate risk is highly sensitive to many factors, including governmental, monetary 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 our investments and our related debt obligations, which are generally repurchase agreements, warehouse facilities and securitization/re-securitization vehicles. Our repurchase agreements and warehouse facilities may be of limited duration that is periodically refinanced at current market rates. We intend to mitigate this risk through utilization of derivative contracts, primarily interest rate swap agreements, swaptions, futures and mortgage options.

Interest Rate Effects on Net Interest Income

Our operating results depend, in large part, on differences between the income from our investments and our borrowing costs. Most of our warehouse facilities and repurchase agreements provide financing based on a floating rate of interest calculated on a fixed spread over LIBOR. The fixed spread varies depending on the type of underlying asset which collateralizes the financing. Accordingly, the portion of our portfolio which consists of floating interest rate assets will be match-funded utilizing our expected sources of short-term financing, while our fixed interest rate assets will not be match-funded. During periods of rising interest rates, the borrowing costs associated with our investments tend to increase while the income earned on our fixed interest rate investments may 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. Further, during this portion of the interest rate and credit cycles, defaults could increase and result in credit losses to us, which could adversely affect our liquidity and operating results. Such delinquencies or defaults could also have an adverse effect on the spread between interest-earning assets and interest-bearing liabilities. Hedging techniques are partly based on assumed levels of prepayments of our fixed-rate and hybrid adjustable-rate mortgage loans and RMBS. If prepayments are slower or faster than assumed, the life of the mortgage loans and RMBS will be longer or shorter, which would reduce the effectiveness of any hedging strategies we may use and may cause losses on such transactions.

Interest Rate Effects on Fair Value

Another component of interest rate risk is the effect changes in interest rates will have on the fair value of the assets we acquire. We face the risk that the fair value of our assets will increase or decrease at different rates than that of our liabilities, including our hedging instruments. We primarily assess our interest rate risk by estimating the duration of our assets and the duration of our liabilities. Duration essentially measures the market price volatility of financial instruments as interest rates change. We generally calculate duration using various financial models and empirical data. Different models and methodologies can produce different duration numbers for the same securities.

It is important to note that the impact of changing interest rates on fair value can change significantly when interest rates change beyond 100 basis points from current levels. Therefore, the volatility in the fair value of our assets could increase significantly when interest rates change beyond 100 basis points. In addition, other factors impact the fair value of our interest rate-sensitive investments and hedging instruments, such as the shape of the yield curve, market expectations as to future interest rate changes and other market conditions. Accordingly, in the event of changes in actual interest rates, the change in the fair value of our assets would likely differ from that shown below and such difference might be material and adverse to our stockholders.

Interest Rate Cap Risk

We also invest in adjustable-rate mortgage loans and RMBS. These are mortgages or RMBS in which the underlying mortgages are typically subject to periodic and lifetime interest rate caps and floors, which limit the amount by which the security's interest yield may change during any given period. However, our borrowing costs pursuant to our financing agreements will not be subject to similar restrictions. Therefore, in a period of increasing interest rates, interest rate costs on our borrowings could increase without limitation by caps, while the interest-rate yields on our adjustable-rate mortgage loans and RMBS would effectively be limited. This problem will be magnified to the extent we acquire adjustable-rate RMBS that are not based on mortgages which are fully indexed. In addition, the mortgages or the underlying mortgages in an RMBS may be subject to periodic payment caps that result in some portion of the interest being deferred and added to the principal outstanding. This could result in our receipt of less cash income on our adjustable-rate mortgages or RMBS than we need in order to pay the interest cost on our related borrowings. These factors could lower our net interest income or cause a net loss during periods of rising interest rates, which would harm our financial condition, cash flows and results of operations.

Interest Rate Mismatch Risk

We fund a substantial portion of our acquisitions of RMBS with borrowings that, after the effect of hedging, have interest rates based on indices and re-pricing terms similar to, but of somewhat shorter maturities than, the interest rate indices and re-pricing terms of the mortgages and RMBS. In most cases the interest rate indices and re-pricing terms of our mortgage assets and our funding sources will not be identical, thereby creating an interest rate mismatch between assets and liabilities. Our cost of funds would likely rise or fall more quickly than would our earnings rate on assets. During periods of changing interest rates, such interest rate mismatches could negatively impact our financial condition, cash flows and results of operations. To mitigate interest rate mismatches, we may utilize the hedging strategies discussed above. Our analysis of risks is based on FIDAC's experience, estimates, models and assumptions. These analyses rely on models which utilize estimates of fair value and interest rate sensitivity. Actual economic conditions or implementation of investment decisions by our management may produce results that differ significantly from the estimates and assumptions used in our models and the projected results shown in this Form 10-Q.

Our profitability and the value of our portfolio (including derivatives) may be adversely affected during any period as a result of changing interest rates. The following table quantifies the potential changes in net interest income and portfolio value for our Agency MBS portfolio should interest rates go up or down 50 and 100 basis points, assuming parallel movements in the yield curves. All changes in income and value are measured as percentage changes from the projected net interest income and portfolio value at the base interest rate scenario. The base interest rate scenario assumes interest rates at September 30, 2015 and various estimates regarding prepayment and all activities are made at each level of rate change. Actual results could differ significantly from these estimates.

	September 30, 2015	Projected Percentage Change in Portfolio Value with Effect of Interest Rate Swaps and Other Hedging Transactions (2)
Change in Interest Rate	Projected Percentage Change in Net Interest Income (1)	
-100 Basis Points	(7.87%)	0.51%
-50 Basis Points	(5.02%)	0.29%
Base Interest Rate	-	-
+50 Basis Points	6.30%	(1.01%)
+100 Basis Points	11.37%	(2.09%)

(1) Change in annual economic net interest income. Includes interest expense on interest rate swaps.

(2) Projected Percentage Change in Portfolio Value is based on instantaneous moves in interest rates.

Prepayment Risk

As we receive prepayments of principal on these investments, premiums and discounts on such investments will be amortized or accreted into interest income. In general, an increase in prepayment rates will accelerate the amortization of purchase premiums, thereby reducing the interest income earned on the investments. Conversely, discounts on such investments are accelerated and accreted into interest income increasing interest income.

Extension Risk

Management computes the projected weighted-average life of our investments based on assumptions regarding the rate at which the borrowers will prepay the underlying mortgages. In general, when fixed-rate or hybrid adjustable-rate mortgage loans or RMBS are acquired via borrowings, we may, but are not required to, enter into an interest rate swap agreement or other hedging instrument that effectively fixes our borrowing costs for a period close to the anticipated average life of the fixed-rate portion of the related assets. This strategy is designed to protect us from rising interest rates as the borrowing costs are effectively fixed for the duration of the fixed-rate portion of the related assets. However, if prepayment rates decrease in a rising interest rate environment, the life of the fixed-rate portion of the related assets could extend beyond the term of the swap agreement or other hedging instrument. This could have a negative impact on our results from operations, as borrowing costs would no longer be fixed after the end of the hedging instrument while the income earned on the fixed and hybrid adjustable-rate assets would remain fixed. In extreme situations, we may be forced to sell assets to maintain adequate liquidity, which could cause us to incur losses.

Basis Risk

We seek to limit our interest rate risk by hedging portions of our portfolio through interest rate swaps and other types of hedging instruments. Interest rate swaps are generally tied to underlying Treasury benchmark interest rates. Basis risk relates to the risk of the spread between our RMBS and underlying hedges widening. Such a widening may cause a decline in the fair value of our RMBS that is greater than the increase in fair value of our hedges resulting in a net decline in book value. The widening of mortgage-backed securities yields and Treasury benchmark interest rates may result from a variety of factors such as anticipated or actual monetary policy actions or other market factors.

Market Risk

Market Value Risk

Our available-for-sale securities are reflected at their estimated fair value with unrealized gains and losses excluded from earnings and reported in other comprehensive income if no OTTI has been recognized in earnings. The estimated fair value of these securities fluctuates primarily due to changes in interest rates, prepayment speeds, market liquidity, credit quality, and other factors. Generally, in a rising interest rate environment, the estimated fair value of these securities would be expected to decrease; conversely, in a decreasing interest rate environment, the estimated fair value of these securities would be expected to increase. As market volatility increases or liquidity decreases, the fair value of our investments may be adversely impacted.

Real Estate Market Risk

We own assets secured by real property and may own real property directly in the future. Residential property values are subject to volatility and may be affected adversely by a number of factors, 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); changes or continued weakness in specific industry segments; construction quality, age and design; demographic factors; and retroactive changes to building or similar codes. In addition, decreases in property values reduce the value of the collateral and the potential proceeds available to a borrower to repay our loans, which could also cause us to incur losses.

Risk Management

To the extent consistent with maintaining our REIT status, we seek to manage risk exposure to protect our portfolio of residential mortgage loans, RMBS, and other assets and related debt against the effects of major interest rate changes. We generally seek to manage risk by:

- monitoring and adjusting, if necessary, the reset index and interest rate related to our RMBS and our financings;
- attempting to structure our financing agreements to have a range of different maturities, terms, amortizations and interest rate adjustment periods;
- using derivatives, financial futures, swaps, options, caps, floors and forward sales to adjust the interest rate sensitivity of our investments and our borrowings;
- using securitization financing to lower average cost of funds relative to short-term financing vehicles further allowing us to receive the benefit of attractive terms for an extended period of time in contrast to short term financing and maturity dates of the investments not included in the securitization; and
- actively managing, on an aggregate basis, the interest rate indices, interest rate adjustment periods, and gross reset margins of our investments and the interest rate indices and adjustment periods of our financings.

Our efforts to manage our assets and liabilities are concerned with the timing and magnitude of the re-pricing of assets and liabilities. We attempt to control risks associated with interest rate movements. Methods for evaluating interest rate risk include an analysis of our interest rate sensitivity “gap,” which is the difference between interest-earning assets and interest-bearing liabilities maturing or re-pricing within a given time period. A gap is considered positive when the amount of interest-rate sensitive assets exceeds the amount of interest-rate sensitive liabilities. A gap is considered negative when the amount of interest-rate sensitive liabilities exceeds interest-rate sensitive assets. During a period of rising interest rates, a negative gap would tend to adversely affect net interest income, while a positive gap would tend to result in an increase in net interest income. During a period of falling interest rates, a negative gap would tend to result in an increase in net interest income, while a positive gap would tend to affect net interest income adversely. Because different types of assets and liabilities with the same or similar maturities may react differently to changes in overall market rates or conditions, changes in interest rates may affect net interest income positively or negatively even if an institution were perfectly matched in each maturity category.

The following table sets forth the estimated maturity or re-pricing of our interest-earning assets and interest-bearing liabilities at September 30, 2015. The amounts of assets and liabilities shown within a particular period were determined in accordance with the contractual terms of the assets and liabilities, except adjustable-rate loans, and securities are included in the period in which their interest rates are first scheduled to adjust and not in the period in which they mature and includes the effect of the interest rate swaps. The interest rate sensitivity of our assets and liabilities in the table could vary substantially based on actual prepayments.

September 30, 2015

(dollars in thousands)

	Months	3-12 Months	1 Year to 3 Years	Greater than 3 Years	Total
Rate sensitive assets	\$ 988,990	\$ 3,430,184	\$ 526,848	\$ 23,401,139	\$ 28,347,162
Cash equivalents	40,097	-	-	-	40,097
Total rate sensitive assets	1,029,087	3,430,184	526,848	23,401,139	28,387,259
Rate sensitive liabilities	4,211,792	3,693,335	10,889	166,363	8,082,379
Interest rate sensitivity gap	\$ (3,182,705)	\$ (263,151)	\$ 515,959	\$ 23,234,776	\$ 20,304,880
Cumulative rate sensitivity gap	\$ (3,182,705)	\$ (3,445,856)	\$ (2,929,897)	\$ 20,304,879	
Cumulative interest rate sensitivity gap as a percentage of total rate sensitive assets	-11%	-12%	-10%	72%	

Our analysis of risks is based on our management’s experience, estimates, models and assumptions. These analyses rely on models which utilize estimates of fair value and interest rate sensitivity. Actual economic conditions or implementation of investment decisions by our management may produce results that differ significantly from the estimates and assumptions used in our models and the projected results shown in the above tables and in this Form 10-Q. These analyses contain certain forward-looking statements and are subject to the safe harbor statement set forth under the heading, “Special Note Regarding Forward-Looking Statements.”

ITEM 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The Company and its management, including its Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of its disclosure controls and procedures pursuant to Rules 13a-15 and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as of the end of the period covered by this report. Based on that evaluation, the Company’s Chief Executive Officer and Chief Financial Officer have determined that disclosure controls and procedures were effective as of September 30, 2015. To ensure that information required to be disclosed by the Company under the Exchange Act is timely filed within the in the SEC’s rules, information is distributed to the Company’s management, including its principal executive and principal financial officers as appropriate, to allow timely decisions regarding required disclosure. A control system, can provide only reasonable, not absolute, assurance that it will detect or uncover current or future failures of the Company to disclose material information required in our periodic reports.

Changes in Internal Controls

In our Annual Report on Form 10-K for the year ended December 31, 2014, we disclosed that management had identified a material weakness in our internal control over financial reporting. We identified an overreliance on spreadsheets consisting of manual inputs and complex calculations used to record transactions and estimates supporting the financial statement amounts and disclosures.

Since 2014, the Company has been implementing a new system to reduce its reliance on spreadsheets. The system has been utilized to produce the financial results included in this Quarterly Report on Form 10-Q. Based on the successful implementation of the system as well designing and implementing new controls during 2015, our Chief Executive Officer and Chief Financial Officer believe that the aforementioned material weakness in our internal control over financial reporting will be remediated in 2015.

Other than the changes discussed above, there have been no changes in our “internal control over financial reporting” (as defined in Rule 13a-15 (f) under the Securities Exchange Act of 1934, as amended) that occurred 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

Information regarding reportable legal proceedings is contained in Part II, "Item 1. Legal Proceedings" in our Quarterly Report on Form 10-Q for the quarter ended June 30, 2015.

Item 1A. Risk Factors

Under “Part I — Item 1A — Risk Factors” of our Form 10-K for the year ended December 31, 2014, we set forth risk factors related to (i) risks associated with adverse developments in the mortgage finance and credit markets, (ii) risks associated with our management, (iii) risks related to our business, (iv) risks related to our investments, (v) regulatory and legal risks, (vi) risks related to our common stock (vii) tax risks, and (viii) risks associated with our prior late filings and related matters. You should carefully consider the risk factors set forth in our Form 10-K for the year ended December 31, 2014. As of the date hereof, there have been no material changes to the risk factors set forth in our Form 10-K for the year ended December 31, 2014.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

On August 5, 2015, the Company announced that the Company’s Board of Directors authorized a share repurchase program pursuant to which the Company may, from time to time, purchase shares of its common stock for an aggregate repurchase price not to exceed \$250 million. The share repurchase program expires in December 2016.

Also on August 5, 2015, pursuant to the share repurchase program, the Company entered into a share repurchase agreement with Annaly. Pursuant to the terms of the share repurchase agreement, the Company purchased all of the 8,996,553 shares of common stock owned by Annaly for an aggregate purchase price of \$126.4 million.

A summary of the Company’s repurchases of common stock for the three months ended September 30, 2015 is as follows:

	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased As Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet be Purchased Under the Plan
7/1/15 - 7/31/15	—	\$ —	—	\$ —
8/1/15 - 8/31/15	11,447,813	\$ 13.99	11,447,813	\$ 89,791,567
9/1/15 - 9/30/15	5,114,424	\$ 13.81	5,114,424	\$ 19,157,926
Total	16,562,237	\$ 13.94	16,562,237	\$ 19,157,926

Item 5. Other Information

Annual Meeting

As previously disclosed by the Company in its Current Report on Form 8-K filed on September 25, 2015 (the “Form 8-K”), the Company’s 2015 annual meeting of stockholders (the “Annual Meeting”) will be held on December 10, 2015 (the “Annual Meeting”). Stockholders of record at close of business on October 21, 2015 are entitled to notice of and to vote at the Annual Meeting. In the Form 8-K, the Company also announced that (i) the deadline for receipt of shareholder proposals for inclusion in the Company’s proxy statement for the Annual Meeting pursuant to Rule 14a-8 had been set at October 5, 2015, and (ii) in order for a shareholder proposal made outside of Rule 14a-8 or a director nomination to be considered timely, the proposal or nomination must have been received by the Company by October 5, 2015. The Company did not receive any shareholder proposals or director nominations.

Item 6. Exhibits

Exhibits:

The exhibits required by this item are set forth on the Exhibit Index attached hereto

EXHIBIT INDEX

Exhibit Number	Description
3.1	Articles of Amendment and Restatement of Chimera Investment Corporation (filed as Exhibit 3.1 to the Company's Registration Statement on Amendment No. 1 to Form S-11 (File No. 333-145525) filed on September 27, 2007 and incorporated herein by reference).
3.2	Articles of Amendment of Chimera Investment Corporation (filed as Exhibit 3.1 to the Company's Report on Form 8-K filed on May 28, 2009 and incorporated herein by reference)
3.3	Articles of Amendment of Chimera Investment Corporation (filed as Exhibit 3.1 to the Company's Report on Form 8-K filed on November 5, 2010 and incorporated herein by reference).
3.4	Articles of Amendment of Chimera Investment Corporation (filed as Exhibit 3.1 to the Company's Report on Form 8-K filed on April 6, 2015 and incorporated herein by reference).
3.5	Articles of Amendment of Chimera Investment Corporation (filed as Exhibit 3.2 to the Company's Report on Form 8-K filed on April 6, 2015 and incorporated herein by reference).
3.6	Amended and Restated Bylaws of Chimera Investment Corporation (filed as Exhibit 3.2 to the Company's Report on Form 8-K filed on October 19, 2015 and incorporated herein by reference).
4.1	Specimen Common Stock Certificate of Chimera Investment Corporation (filed as Exhibit 4.1 to the Company's Registration Statement on Amendment No. 1 to Form S-11 (File No. 333-145525) filed on September 27, 2007 and incorporated herein by reference).
10.1	Employment Agreement, dated August 5, 2015, between the Company and Matthew Lambiase
10.2	Employment Agreement, dated August 5, 2015, between the Company and Choudhary Yarlagadda
10.3	Employment Agreement, dated August 5, 2015, between the Company and Mohit Marria
10.4	Employment Agreement, dated August 5, 2015, between the Company and Robert Colligan
10.5	Employment Agreement, dated August 5, 2015, between the Company and Phillip J. Kardis, II, Esq.
10.6	Form of Director and Officer Indemnification Agreement.
31.1	Certification of Matthew Lambiase, Chief Executive Officer and President of the Registrant, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification of Rob Colligan, Chief Financial Officer of the Registrant, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification of Matthew Lambiase, Chief Executive Officer and President of the Registrant, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of Rob Colligan, Chief Financial Officer of the Registrant, pursuant to 18 U.S.C. Section 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
Exhibit 101.INS XBRL	Instance Document **
Exhibit 101.SCH XBRL	Taxonomy Extension Schema Document **
Exhibit 101.CAL XBRL	Taxonomy Extension Calculation Linkbase Document **
Exhibit 101.DEF XBRL	Additional Taxonomy Extension Definition Linkbase Document Created**
Exhibit 101.LAB XBRL	Taxonomy Extension Label Linkbase Document **
Exhibit 101.PRE XBRL	Taxonomy Extension Presentation Linkbase Document **

** Submitted electronically herewith. Attached as Exhibit 101 to this report are the following documents formatted in XBRL (Extensible Business Reporting Language): (i) Consolidated Statements of Financial Condition as of September 30, 2015 (Unaudited) and December 31, 2014 (derived from the audited consolidated financial statements); (ii) Consolidated Statements of Operations and Comprehensive Income for the quarters ended September 30, 2015 and 2014; (iii) Consolidated Statement of Stockholders' Equity for the quarters ended September 30, 2015 and 2014; (iv) Consolidated Statements of Cash Flows for the quarters ended September 30, 2015 and 2014; and (v) Notes to Consolidated Financial Statements.

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.

CHIMERA INVESTMENT CORPORATION

By: /s/ Matthew Lambiase
Matthew Lambiase
(Chief Executive Officer and President
and duly authorized officer of the registrant)

Date: November 5, 2015

By: /s/ Rob Colligan
Rob Colligan
(Chief Financial Officer
and principal financial officer of the registrant)

Date: November 5, 2015

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) by and between Chimera Investment Corporation (the “Company”) and Matthew Lambiasi (“Executive”) is effective as of August 5, 2015 (the “Effective Date”), subject to and contingent upon the execution and effectiveness of that certain Transition Services Agreement by and between Annaly Management Company LLC (“Annaly”) and the Company (the “TSA”), dated on or about the date hereof, and this Agreement will be null and void *ab initio* if the TSA is not executed by the Company and Annaly.

WITNESSETH:

WHEREAS, Executive wishes to be employed by the Company, and the Company wishes to secure the employment of Executive, under the terms and conditions described below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Term of Employment.

(a) The Company hereby employs Executive, and Executive hereby accepts employment with the Company, in the positions and with the duties and responsibilities as set forth in Section 2 below for the Term of Employment (as defined below), subject to the terms and conditions of this Agreement.

(b) The term of employment under this Agreement will commence on the Effective Date and continue until December 31, 2018 (the “Initial Term”), and, prior to a Change in Control only, will be extended for an additional one year period (the “Renewal Term”) on the last day of the Initial Term and on each subsequent anniversary thereof, unless either party provides written notice of nonrenewal to the other party not less than 90 days prior to the last day of the Initial Term or any Renewal Term (the Initial Term together with each Renewal Term, the “Term of Employment”); provided that, upon the consummation of a Change in Control, the Term of Employment will be extended to the second anniversary of such Change in Control; provided, further, that if the last day of the Term of Employment otherwise would occur during a Garden Leave period, the Term of Employment will continue through the end of such Garden Leave. The Term of Employment may also be terminated in accordance with Section 5 hereof.

2. Position; Duties and Responsibilities.

(a) During the Term of Employment, Executive will be employed as the Chief Executive Officer of the Company, reporting directly to the Board of Directors of the Company (the “Board of Directors”). Executive will, under the supervision of the Board of Directors, (i) manage and control the day-to-day business, affairs and properties of the Company, make all decisions regarding those matters, perform any and all other acts or activities customary or incident to the management of the Company’s business and cause all of the foregoing through the Company’s officers, employees or agents, and (ii) have such other duties and responsibilities as are assigned to him by the Company’s Board of Directors (not inconsistent in any significant respect with the duties and responsibilities typically assigned to the chief executive officer as the senior-most executive officer of a publicly-traded REIT other than an executive chairman or vice-chairman of the board).

(b) Executive will be appointed to the Board of Directors as of the Effective Date and will be nominated for reelection to the Board of Directors at each annual meeting of the Company’s shareholders during the Term of Employment thereafter.

(c) During the Term of Employment, Executive will, without additional compensation, also serve on the board of directors of, serve as an officer of, and/or perform such executive and consulting services for, or on behalf of, such subsidiaries or affiliates of the Company as the Board of Directors may, from time to time, request. For purposes of this Agreement, the term “affiliate” will have the meaning ascribed thereto in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the “Act”).

(d) During the Term of Employment, Executive will serve the Company faithfully, diligently and to the best of his ability and will devote substantially all of his time and efforts to his employment and the performance of his duties under this Agreement. Nothing herein will preclude Executive from engaging in charitable and community affairs and managing his personal, financial and legal affairs, so long as such activities do not materially interfere with his carrying out his duties and responsibilities under this Agreement.

3. Compensation.

(a) Base Salary. During the Term of Employment, Executive will be entitled to receive an annualized base salary (the "Base Salary") of not less than \$750,000. Beginning in 2017, the Compensation Committee of the Board of Directors (the "Compensation Committee") will review Executive's Base Salary annually to determine whether increases are appropriate. Any such increased amount will thereafter be Executive's "Base Salary" for purposes under this Agreement.

(b) Performance Bonus.

(i) For the calendar year ending December 31, 2015, Executive will be paid a guaranteed bonus in the amount of \$2,329,000 (the "2015 Guaranteed Annual Bonus") and be eligible for an additional discretionary bonus in the amount of \$1,035,000 (the "2015 Discretionary Annual Bonus" and, with the 2015 Guaranteed Annual Bonus, the "2015 Annual Bonuses"). The 2015 Annual Bonuses will be paid 75% in cash and 25% in the form of restricted stock or restricted stock units ("RSUs"). The restricted stock or RSUs will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e)). The restricted stock will be subject to the terms of the applicable award agreement and the Company's equity compensation plan (the "Equity Compensation Plan"). Executive must be employed on December 31, 2015 to receive the 2015 Annual Bonuses. The 2015 Annual Bonuses will be paid, and restricted stock or RSUs issued, as applicable, between January 1, 2016 and March 15, 2016.

(ii) Commencing on January 1, 2016 and during the Term of Employment until December 31, 2018, Executive will be eligible to receive an annual bonus according to the terms set forth on the attached Exhibit A. The Compensation Committee will make all determinations with respect to the annual bonus in good faith and consistent with the attached Exhibit A. Thereafter, Executive's performance compensation will be determined by the Compensation Committee of the Board of Directors in its sole discretion, but in consultation with Executive.

(iii) The annual bonus will be paid in a combination of cash and restricted stock, restricted stock units ("RSUs") or performance stock units ("PSUs") granted under the Equity Compensation Plan, not inconsistent with any of the specific terms of this Agreement relating to PSUs, as set forth on Exhibit A between January 1 and March 15 of the year following the end of the performance period.

(c) 2015 Long-Term Incentive Stock Award. On or about February 15, 2016 but no later than March 15, 2016, the Company will grant Executive restricted stock or RSUs having a grant fair market value of \$776,000 that will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e)), and will be subject to the terms and conditions of the Equity Compensation Plan and the applicable award agreement (the "2015 Equity Award").

(d) Stock Ownership Requirements. All shares of the Company stock distributed to Executive by the Company will be subject to the stock ownership guidelines in effect for executives from time to time, as determined by the Board of Directors. Unless the stock ownership guidelines provide otherwise, vested shares of equity grants cannot be transferred or sold during Executive's employment by the Company until the value of Executive's stock holdings in the Company (including shares of restricted stock) exceeds five times Executive's Base Salary; and following the termination of Executive's employment with the Company, vested shares of equity grants may not be sold or transferred to the extent the value of Executive's stock holdings does not exceed five times Executive's Base Salary as of the date of Executive's termination of employment (provided, however, that this sentence will no longer apply following the six-month anniversary of Executive's termination of employment). Notwithstanding the foregoing, the restrictions of this subsection (d) will not prevent Executive from selling or directing the withholding of shares of the Company stock in accordance with and subject to Section 20 to satisfy income tax and employment tax obligations relating to the vesting and settlement of the equity grants to which the shares relate.

4. Employee Benefit Programs and Fringe Benefits. During the Term of Employment, Executive will be entitled to five weeks of vacation per fiscal year and will be eligible to participate in all executive incentive and employee benefit programs of the Company now or hereafter made available to the Company's senior executives or salaried employees generally, as such programs may be in effect from time to time. The Company will reimburse Executive for any and all necessary, customary and usual business expenses incurred by Executive in connection with his employment in accordance with applicable the Company policies.

5. Termination of Employment.

(a) Termination Due to Death or Disability. If Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below. In addition (subject to compliance with the requirements of Section 5(i) and Section 7 in the event of Disability):

(i) Executive will receive any earned and unpaid Annual Bonus (as defined in Exhibit A) for the Performance Period (as defined in Exhibit A) immediately preceding Executive's date of termination if Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, and such termination occurs on or after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A;

(ii) In the event Executive's employment is terminated during the Term of Employment by reason of Executive's Disability, the Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(iii) Whether or not such termination of employment due to death or Disability occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive in connection with an Annual Bonus that vests solely on the basis of continued employment will vest in full;

(iv) For any termination due to death or Disability, whether or not such termination of employment occurs during the Term of Employment, the vesting of the 2015 Equity Award will be fully accelerated as of the date of such termination of employment and be settled within 60 days following the date of such termination; and

(v) Solely in the case of a termination of Executive's employment by reason of Executive's Disability, whether or not such termination of employment occurs during the Term of Employment, Executive's outstanding PSUs previously granted in connection with the TSR Bonus (as defined in Exhibit A) will continue to be eligible to vest subject to the achievement by the Company of the applicable performance goals in accordance with the terms and conditions of the Plan and the applicable award agreement as though such termination of employment had not occurred.

(b) Termination By the Company Without Cause or By Executive for Good Reason Other Than Within 24 Months Following a Change in Control. In the event Executive's employment is terminated during the Term of Employment by the Company without Cause or by Executive for Good Reason (other than for death or Disability, as described in Section 5(a)) occurring other than within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) Executive will be entitled to a cash amount (the "Severance Amount") equal to one times the sum of (1) his then current Base Salary and (2) the average of the Annual Bonuses (as defined in Exhibit A) paid to Executive by the Company for the three (or fewer) calendar years preceding such termination (the "Average Bonus"); provided that, in the case of a termination occurring prior to the payment of the 2015 Annual Bonuses, the Average Bonus will be deemed to equal \$3,364,000. The Severance Amount will be paid in 12 equal monthly installments commencing within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive as part of his Annual Bonus other than the PSUs granted in connection with the TSR Bonus will, to the extent not already vested, immediately vest;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding PSUs previously granted in connection with the TSR Bonus will continue to be eligible to vest subject to the achievement by the Company of the applicable performance goals in accordance with the terms and conditions of the Plan and the applicable award agreement as though such termination of employment had not occurred;

(iv) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, the vesting of the 2015 Equity Award will be fully accelerated as of the date of such termination of employment;

(v) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 12 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(vi) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any earned and unpaid Annual Bonus for the Performance Period immediately preceding Executive's date of termination if Executive's termination date occurs after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A; and

(vii) Executive will receive a pro-rata portion of the ROAE Bonus and the Discretionary Bonus (as such terms are defined in Exhibit A) that Executive would have earned for the year of termination based on the Company's ROAE and other applicable performance metrics for such year, payable at the time such ROAE Bonus and Discretionary Bonus would have been paid to Executive for such year absent such termination but no later than March 15 of the immediately following year.

The parties agree that a termination of Executive's employment pursuant to this Section 5(b), Section 5(c) or Section 5(d) below will not be a breach of this Agreement and does not relieve either party of its/his other obligations hereunder.

(c) Termination by the Company for Cause or Voluntary Termination by Executive. In the event that at any time during the Term of Employment Executive's employment is terminated by the Company for Cause or by Executive other than for Good Reason, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f).

(d) Garden Leave. Executive will provide a Notice of Termination to the Company no less than 90 days prior to any termination of Executive's employment (whether for Good Reason or without Good Reason) during the Term of Employment, other than a termination during the period described in Section 5(e), and the Company will provide a Notice of Termination to Executive no less than 90 days prior to any termination of Executive's employment for Cause or without Cause during the Term of Employment, other than a termination during the period described in Section 5(e); provided that the Company may elect to terminate the Garden Leave (as defined below) and Executive's employment at any time during the Garden Leave if Executive is terminated for Cause. During this 90-day notice period (the "Garden Leave"), Executive will (i) continue to be an employee of the Company and will make himself available to provide such services directed by the Company that are reasonably consistent with Executive's status as a senior executive of the Company and (ii) continue to be paid his Base Salary and to be eligible to participate in the Company's benefits programs, but will not be eligible to earn any annual bonus with respect to a calendar year that ends after the commencement of the Garden Leave. During the Garden Leave, the Company may require Executive to resign from any position with the Company and/or remove any or all of Executive's duties or responsibilities, which will not constitute Good Reason or otherwise be a violation of this Agreement. Executive agrees that he will not commence employment with any entity during or in connection with the commencement of the Garden Leave. During the Garden Leave, Executive will take all steps reasonably requested by the Company to effect a successful transition of client and customer relationships to the person or persons designated by the Company. Notwithstanding the foregoing, the Company in its sole discretion may waive all or any portion of the 90-day notice requirement by providing written notice to Executive accelerating the last day of the Garden Leave period; provided that the Company's exercise of its right to waive all or any portion of the 90-day notice requirement and accelerate the last day of the Garden Leave period will not be treated as a termination of Executive's employment by the Company without Cause or as giving Executive any basis for terminating his employment for Good Reason.

(e) Termination Related to Change in Control. In the event of the termination of Executive's employment during the Term of Employment by the Company other than for Cause or Executive's resignation of his employment for Good Reason (other than for Disability, as described in Section 5(a)) within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) The Company will immediately pay to Executive in a lump sum, but in all events within 60 days following the date of termination, a cash payment equal to the Severance Amount;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, all of Executive's outstanding restricted stock, RSUs and stock options previously granted, including, without limitation, the 2015 Equity Award, will immediately vest in full, any dividend equivalents associated with any such equity award will continue to be payable according to the terms of the applicable grant agreement, any such RSUs will be settled within 60 days after the date of such termination of employment, and any such options will remain exercisable until the earlier of (a) 90 days following the date of such termination or (b) the date on which each such option would have expired had Executive's employment not terminated;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, the portion of Executive's outstanding PSUs previously granted in connection with a TSR Bonus that, as provided in Exhibit A, became eligible to vest solely on the basis of continued employment following such Change in Control will vest and be settled within 60 days after the date of such termination of employment;

(iv) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(v) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any earned and unpaid Annual Bonus for the Performance Period immediately preceding Executive's date of termination if Executive's termination date occurs after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A; and

(vi) Executive will receive a pro-rata portion of the ROAE Bonus and the Discretionary Bonus (as such terms are defined in Exhibit A) that Executive would have earned for the year of termination based on the Company's ROAE and other applicable performance metrics for such year, payable at the time such ROAE Bonus and Discretionary Bonus would have been paid to Executive for such year absent such termination but no later than March 15 of the immediately following year.

(f) Other Payments. Upon the termination of Executive's employment during the Term of Employment, in addition to the amounts payable under any Section above, Executive will be entitled to receive the following:

(i) any earned but unpaid portion of the Base Salary and accrued unused vacation;

(ii) any vested deferred compensation (including any interest accrued on or appreciation in value of such deferred amounts) in accordance with the applicable plan documents;

(iii) reimbursement for reasonable business expenses incurred but not yet reimbursed by the Company in accordance with the Company's expense reimbursement policy, as in effect from time to time; and

(iv) any other benefits to which Executive or his legal representative may be entitled under all applicable plans and programs of the Company, as provided in Section 4 above.

(g) Payments Subject to Section 409A and Other Applicable Law.

(i) The Company and Executive intend that this Agreement will be interpreted and administered so that any amount or benefit payable hereunder will be paid or provided in a manner that is either exempt from or compliant with Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and Internal Revenue Service guidance promulgated thereunder ("Section 409A").

(ii) Notwithstanding anything herein to the contrary, Executive will not be entitled to any payment pursuant to this Section 5 prior to the earliest date permitted under Section 409A of the Code, and applicable Treasury regulations thereunder. To the extent any payment pursuant to this Section 5 is required to be delayed six months pursuant to the special rules of Section 409A of the Code related to "specified employees," each affected payment will be delayed until six months after Executive's termination of employment, and, unless provided otherwise, with the first such payment being a lump sum equal to the aggregate payments Executive would have received during such six-month period if no payment delay had been imposed. Any payments or distributions delayed in accordance with the prior sentence will be paid to Executive on the first day of the seventh month following Executive's termination of employment or, if earlier, within ten days following the date of Executive's death.

(iii) Notwithstanding any other provision contained herein, to the extent any payments or distributions due to Executive upon termination of his employment under this Agreement are subject to Section 409A of the Code (i) a termination of Executive's employment will be interpreted in a manner that is consistent with the definition of a "separation from service" under Section 409A of the Code and the applicable Treasury regulations thereunder and (ii) all such payments will be treated as a series of separate payments for purposes of Section 409A of the Code.

(iv) If Executive is entitled to any reimbursement of expenses or in-kind benefits that are includable in Executive's federal gross taxable income, the amount of such expenses reimbursable or in-kind benefits provided in any one calendar year will not affect the expenses eligible for reimbursement or the in-kind benefits to be provided in any other calendar year. Executive's right to reimbursement of expenses or in-kind benefits under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) None of the Company, its affiliates or their respective directors, officers, employees or advisors will be held liable for any taxes, interest or other amounts owed by Executive as a result of the application of Section 409A or otherwise.

(h) No Mitigation; No Offset. In the event of any termination of Executive's employment under this Agreement, he will be under no obligation to seek other employment or otherwise in any way to mitigate the amount of any payment provided for in this Section 5, and there will be no offset against amounts due him under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Release. The Company's obligation to make any payment or provide any benefit pursuant to this Section 5 (other than pursuant to Sections 5(f) above) will be contingent upon, and is the consideration for, (A) Executive executing and delivering to the Company, within 45 days after termination of his employment, a general release (the "Release"), substantially in the form annexed hereto as Exhibit B, and (B) such release becoming irrevocable in accordance with its terms. In the event that the 45-day period referred to in the immediately preceding sentence spans two calendar years, any payments that, but for this sentence, would have been made hereunder during the first such calendar year will be delayed and paid to Executive on the first regular payroll date of the Company in such second calendar year, with any subsequent payments to be made as if no such delay had occurred.

(j) Parachute Payments .

(i) Notwithstanding any other provisions of this Agreement to the contrary, in the event that it will be determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Payments”), would constitute an “excess parachute payment” within the meaning of Section 280G of the Code, the Company will reduce (but not below zero) the aggregate present value of the Payments under the Agreement to the Reduced Amount (as defined below), if reducing the Payments under this Agreement will provide Executive with a greater net after-tax amount than would be the case if no such reduction was made. To the extent such Payments are required to be so reduced, the Payments due to Executive will be reduced in the following order, unless otherwise agreed and such agreement is in compliance with Section 409A of the Code: (i) Payments that are payable in cash, with amounts that are payable last reduced first; (ii) Payments due in respect of any equity or equity derivatives included at their full value under Section 280G (rather than their accelerated value); (iii) Payments due in respect of any equity or equity derivatives valued at accelerated value under Section 280G, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); and (iv) all other non-cash benefits. The Payments will be reduced as described in the preceding sentence only if (A) the net amount of the Payments, as so reduced (and after subtracting the net amount of federal, state and local income and payroll taxes on the reduced Payments), is greater than or equal to (B) the net amount of the Payments without such reduction (but after subtracting the net amount of federal, state and local income and payroll taxes on the Payments and the amount of Excise Tax (as defined below) to which Executive would be subject with respect to the unreduced Payments).

(ii) The “Reduced Amount” will be an amount expressed in present value that maximizes the aggregate present value of Payments under this Agreement or otherwise without causing any Payment under this Agreement to be subject to the Excise Tax, determined in accordance with Section 280G(d) (4) of the Code. The term “Excise Tax” means the excise tax imposed under Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(iii) All determinations to be made under this Section 5(j) will be made by an independent registered public accounting firm or consulting firm selected by the Company immediately prior to a change in control, which will provide its determinations and any supporting calculations both to the Company and Executive within ten days of the change in control. Any such determination by such firm will be binding upon the Company and Executive. All fees and expenses of the accounting or consulting firm in performing the determinations referred to in this Section 5(j) will be borne solely by the Company.

(k) Resignation from Positions. Upon termination of Executive’s employment with the Company for any reason, Executive will be deemed to have resigned with immediate effect from any position he then holds as an officer, director or fiduciary of the Company or any Company-related entity. In furtherance of the foregoing, Executive will execute and deliver to the Company any letters, documents and other instruments necessary or appropriate to effect such resignation.

(l) For the avoidance of doubt, Executive will not be entitled to any payments or benefits under Section 5(e) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(b), and Executive will not be entitled to and payments or benefits under Section 5(b) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(e).

(m) Termination by the Company Without Cause After Expiration of the Term of Employment Following Delivery of Notice of Nonrenewal of the Term of Employment By the Company. If the Company provides Executive written notice of nonrenewal of the Term of Employment in accordance with Section 1(b) and the Company terminates Executive’s employment without Cause after the last day of the Term of Employment, then, if the requirements of Section 5(i) are met and subject to Executive’s continued compliance with Section 7, the Company will, in addition to providing the benefits set forth in Sections 5(b)(ii), (iii), (iv) and (vi), continue to pay Executive the Base Salary for a period of one year following his termination date in accordance with the Company’s regular payroll practices. Such Base Salary continuation payments will commence within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement.

6. Definitions. For purposes of this Agreement, the following terms will be defined as set forth below:

(a) “Cause” means Executive’s (i) conviction, or entry of a guilty plea or a plea of nolo contendere with respect to, a felony, a crime of moral turpitude or any crime committed against the Company, other than traffic violations; (ii) engagement in willful misconduct, gross negligence, or fraud, embezzlement or misappropriation relating to significant amounts, in each case in connection with the performance of his duties under this Agreement; (iii) willful failure to adhere to the lawful directions of the Board of Directors that are reasonably consistent with his duties and position provided for herein; (iv) breach in any material respect of any of the provisions of Section 7 of this Agreement; (v) chronic or persistent substance abuse that materially and adversely affects his performance of his duties under this Agreement or (vi) breach in any material respect of the terms and provisions of this Agreement resulting in material and demonstrable economic injury to the Company. No act or omission to act by Executive will be “willful” if conducted in good faith or with a reasonable belief that such act or omission was in the best interests of the Company. Notwithstanding the foregoing, (a) Executive will be given written notice of any action or failure to act that is alleged to constitute Cause (a “Default”), and an opportunity for 20 business days from the date of such notice in which to cure such Default, such period to be subject to extension in the discretion of the Board of Directors and (b) regardless of whether Executive is able to cure any Default, Executive will not be deemed to have been terminated for Cause without (I) reasonable prior written notice to Executive setting forth the reasons for the decision to terminate Executive for Cause, (II) an opportunity for Executive, together with his counsel, to be heard by the Board of Directors and (III) delivery to Executive of a Notice of Termination approved by the Board of Directors, stating its good faith opinion that Executive has engaged in actions or conduct described in the preceding sentence, which notice specifies the particulars of such action or conduct in reasonable detail; provided, however, the Company may suspend Executive with pay until such time as his right to appear before the Board of Directors, as the case may be, has been exercised, so long as such appearance is within two weeks of the date of suspension.

(b) “Change in Control” means the occurrence of any one of the following events to the extent such event also constitutes a “change in control event” for purposes of Section 409A of the Code:

(i) any “person,” as such term is used in Sections 13(d) and 14(d) of the Act (other than the Company, any of its affiliates or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its affiliates) together with all affiliates and “associates” (as such term is defined in Rule 12b-2 under the Act) of such person, will become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company’s then outstanding securities having the right to vote in an election of the Board of Directors (“voting securities”) (other than as a result of an acquisition of securities directly from the Company); or

(ii) persons who, as of the effective date of this Agreement, constitute the Company’s Board of Directors (the “Incumbent Directors”) cease for any reason, including, without limitation, as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board of Directors, provided that any person becoming a Director of the Company subsequent to the effective date whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors will, for purposes of this Agreement, be considered an Incumbent Director; or

(iii) there will occur (A) any consolidation or merger of the Company or any subsidiary where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate 60% or more of the voting securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), (B) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company (other than to an entity 60% or more owned by the shareholders of the Company) or (C) any liquidation or dissolution of the Company.

Notwithstanding the foregoing, a “Change in Control” will not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of Shares or other voting securities outstanding, increases the proportionate voting power represented by the voting securities beneficially owned by any person to 40% or more of the combined voting power of all then outstanding voting securities.

(c) “Code” means the Internal Revenue Code of 1986, as amended.

(d) “Disability” means Executive’s inability for a period of six consecutive months, to render substantially the services provided for in this Agreement by reason of mental or physical disability, whether resulting from illness, accident or otherwise, other than by reason of chronic or persistent abuse of any substance (such as narcotics or alcohol), provided that a Disability for purposes of Section 5(a) will qualify as a Disability under Section 409A of the Code. Notwithstanding the foregoing, no circumstances or condition will constitute a Disability to the extent that, if it were, a 20% tax would be imposed under Section 409A of the Code; provided that, in such a case, the event or condition will continue to constitute a Disability to the maximum extent possible (e.g., if applicable, in respect of vesting without an acceleration of distribution) without causing the imposition of such 20% tax. In addition, nothing herein will limit or restrict the payment of any amount subject to Section 409A of the Code upon an otherwise permitted payment event under Section 409A of the Code, including upon a separation from service.

(e) “Good Reason” means:

(i) a material diminution in Executive’s title, duties or responsibilities;

(ii) relocation of Executive’s place of employment without his consent outside the New York City metropolitan area or, following a Change in Control, outside of the Borough of Manhattan;

(iii) the failure of the Company to pay within 30 business days any material payment or benefits due from the Company;

(iv) the material failure by the Company to honor any of its material obligations to Executive.

For Good Reason to exist, Executive must provide written notice of an event purportedly constituting Good Reason within 90 days of its occurrence, the Company must have failed to cure such event within 30 days following such notice and Executive must provide written notice of his decision to terminate employment, such notice to be provided within 15 days following the expiration of such cure period. The effective date of such termination will be the end of the period of Garden Leave.

(f) “Notice of Termination” means the written notice of termination of Executive’s employment delivered by, as applicable, Executive or the Company.

7. Covenants .

(a) Confidentiality Restrictions. Executive agrees at all times during the term of his employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company (while employed by the Company), or to disclose to any person, firm or corporation without advance written authorization of the Board of Directors, except as necessary for Executive to discharge his duties hereunder, any Confidential Information of the Company. Executive understands and acknowledges that “Confidential Information” includes, without limitation: client or customer lists, identities, contacts, business and financial information; investment strategies; pricing information or policies, fees or commission arrangements of the Company; marketing plans, projections, presentations or strategies of the Company; financial and budget information of the Company; personnel information, personnel lists, resumes, personnel data, organizational structure, compensation and performance evaluations; information regarding the existence or terms of any agreement or relationship between the Company and any other party; and any other information of whatever nature, which gives to the Company an opportunity to obtain an advantage over its competitors who or which do not have access to such information. Executive understands and acknowledges that Confidential Information developed by him, during the term of his employment by the Company, will be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to Executive in the first instance. Executive further understands and acknowledges that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Executive or of others who were under confidentiality obligations as to the item or items involved. In the event that Executive is required by law to disclose any Confidential Information, Executive agrees to give the Company prompt advance written notice thereof and to provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

(b) Former Employer Information. Executive agrees that he will not, during and in connection with his employment with the Company, use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. Executive also acknowledges that he is free from any conflicts from previous employment contracts or agreements with all previous employers, and he is available for employment by the Company with no legal encumbrances and agrees to hold the Company harmless from any lawsuits arising from his previous employment.

(c) Third Party Information. Executive recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. Executive agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for the Company consistent with the Company’s agreement with such third party.

(d) No Public Statements. Executive agrees that he will not, without the Company’s prior written consent, discuss with the media (which includes any national or local newspaper, magazine, radio and/or television station) any matter related to the Company.

(e) Mutual Non-Disparagement. Executive acknowledges that any disparaging comments by him against the Company are likely to substantially depreciate the business reputation of the Company. Executive agrees to act in good faith so as not to harm the business reputation of the Company in any way. Executive further agrees that he will not directly or indirectly defame, disparage, or publicly criticize the services, business, integrity, veracity or reputation of the Company or its owners, officers, directors, or employees in any forum or through any medium of communication. The Company agrees that it will not, directly or indirectly, through its executive officers or directors, defame, disparage, or publicly criticize the integrity, veracity or reputation of Executive. Nothing in this Agreement will preclude Executive or the Company and its executive officers and directors from supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process.

(f) Restrictive Covenants .

(i) Conflicting Employment. Executive agrees that, during the term of his employment with the Company, he will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of his employment, nor will he engage in any other activities that would or may conflict with his obligations or responsibilities to the Company.

(ii) Returning Company Documents and Property. Executive agrees that, at the time of leaving the employ of the Company or at any other time at the Company's request, he will deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, Confidential Information, other documents or property, or reproductions of any aforementioned items developed by him pursuant to his employment with the Company or otherwise belonging to the Company, its successors or assigns. To the extent Executive has retained any the Company property or Confidential Information on any electronic or computer equipment belonging to him or under his control, Executive agrees to so advise the Company and to follow the Company's instructions in permanently deleting all such property or Confidential Information and all copies, including without limitation allowing the Company access to such equipment for purposes of permanently deleting all such property or Confidential Information. In the event of the termination of Executive's employment for any reason, Executive agrees to sign and deliver the "Termination Certification" attached to the Company's Employee Handbook and provide such other written assurances of his compliance with this Agreement as may be requested by the Company.

(iii) Notification to New Employer. During Executive's employment and for a period of twelve (12) months immediately following the termination of his employment with the Company, Executive will advise the Company of any new employer of his, or any other person or entity for whom he may perform services, within three (3) days after accepting an offer to work for such employer or other person or entity. Executive hereby agrees to notify, and grant consent to notification by the Company to, any new employer, or other person or entity for whom he may perform services, of his obligations under this Agreement.

(iv) Solicitation of Employees. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly, for himself or for any other person or entity:

- (1) solicit, induce, recruit or encourage any of the Company's employees, consultants, independent contractors or any person who provides services to the Company to terminate or reduce their employment or other relationship with the Company,
- (2) hire any individual who is (or was within the six (6) months immediately preceding such hiring) an employee, exclusive consultant, or exclusive independent contractor of the Company, or
- (3) attempt to do any of the foregoing.

(v) Solicitation of Customers. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly (i) solicit, entice, or induce any Customer for the purpose of providing, or provide, products or services that are competitive with the products or services provided by the Company, or (ii) solicit, entice, or induce any Customer to terminate or reduce its business with (or refrain from increasing its business with) the Company. As used in this subsection (f)(v) of Section 7, "Customer" means any person or entity to which the Company provided products or services (or was invested in products offered by the Company), and with which Executive had contact on behalf of the Company, within the last twelve (12) months of his employment with the Company.

(vi) Noncompetition. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly:

- (1) have any ownership interest in, or participate in the financing, operation, management or control of, any Competitor; or
- (2) engage in or perform services (whether as an employee, consultant, proprietor, partner, director or otherwise) for any Competitor, if such services either (i) are the same as or similar to (individually or in the aggregate) the services Executive performed for the Company during his employment with the Company, or (ii) are performed with respect to products or services of the Competitor that are competitive with the products or services provided by the Company with which Executive was involved during his employment with the Company or about which he received Confidential Information during his employment with the Company.

(vii) As used in subsection (f)(vi) of Section 7, “Competitor” means any mortgage REIT (i) any mortgage REIT, (ii) any entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities, or (iii) any entity that manages or advises (including any external advisor) either a mortgage REIT or an entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities. The scope of the covenant set forth in subsection (f)(vi) of Section 7 will be within or with respect to the United States and any other country in which the Company is engaged in business. Executive acknowledges that the Company’s technology and products have worldwide application, including without limitation over the Internet and that such geographic scope is therefore reasonable. It is agreed that ownership of no more than 2% of the outstanding voting stock of a publicly traded corporation will not constitute a violation of subsection (f)(vi) of Section 7.

(viii) Corporate Opportunities. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, Executive will not use opportunities discovered in the course of his employment for his own personal gain or benefit. For example, if, in Executive’s capacity as a the Company employee, Executive is approached about or otherwise become aware of a potential investment or other business transaction that may be appropriate for the Company, Executive will not take that opportunity for himself, or share or disclose it to any third party, but rather Executive will bring it to the attention of his manager or other appropriate the Company personnel.

(g) Cooperation with Respect to Litigation. During the Term of Employment and at all times thereafter, Executive agrees to give prompt written notice to the Company of any claim against the Company after becoming aware of such claim and (to the extent reasonably requested by the Company) to reasonably cooperate, in good faith and to the best of his ability, with the Company in connection with any and all pending, potential or future claims, investigations or actions which directly or indirectly relate to any action, event or activity about which Executive may have knowledge in connection with or as a result of his employment by the Company. Such cooperation will include all assistance that the Company, its counsel or representatives may reasonably request, including reviewing documents, meeting with counsel, providing factual information and material, and appearing or testifying as a witness; provided, however, that the Company will promptly reimburse Executive for all reasonable expenses, including travel, lodging and meals, incurred by him in fulfilling his obligations under this Section 7(g) and, except as may be required by law or by court order, should Executive then be employed by an entity other than the Company, such cooperation will not materially interfere with Executive’s then current employment.

(h) Remedies.

(i) Executive acknowledges and agrees that the restrictions set forth in this Agreement are critical and necessary to protect the Company's legitimate business interests; are reasonably drawn to this end with respect to duration, scope, and otherwise; are not unduly burdensome; are not injurious to the public interest; and are supported by adequate consideration. Executive agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the restrictions set forth herein. Accordingly, Executive agrees that if he breaches or threatens to breach any of such restrictions, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Executive further agrees that no bond or other security will be required in obtaining such equitable relief and he hereby consents to the issuance of such injunction and to the ordering of specific performance. Executive further acknowledges and agrees that (i) any claim he may have against the Company, whether under this Agreement or otherwise, will not be a defense to enforcement of the restrictions set forth in this Agreement, (ii) the circumstances of his termination of employment with the Company will have no impact on his obligations under this Agreement, and (iii) this Agreement is enforceable by the Company, and its subsidiaries, affiliates, successors and assigns.

(ii) Executive, and the Company, agree and intend that Executive's obligations under this Agreement (to the extent not perpetual) be tolled during any period that Executive is in breach of any of the obligations under this Agreement, so that the Company is provided with the full benefit of the restrictive periods set forth herein.

(iii) Executive also agrees that, in addition to any other remedies available to the Company and notwithstanding any provision of this Agreement to the contrary, in the event Executive breaches in any material respect any of his obligations under this Section 7, the Company may immediately cease all payments under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, all equity-based awards granted under this Agreement may be immediately forfeited, and the Company may require that Executive repay any after-tax amounts previously paid to Executive under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, and any stock delivered or other amounts paid (each on an after-tax basis) with respect to any equity-based awards granted under this Agreement.

(iv) Executive and the Company further agree that, in the event that any provision of this Section 7 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision will be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Executive further covenants that Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 7 and that Executive will reimburse the Company and its affiliates for all costs (including reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Section 7 if either the Company and/or its affiliates prevails on any material issue involved in such dispute or if Executive challenges the reasonableness or enforceability of any of the provisions of this Section 7, it being understood that Executive will not be considered to have challenged the enforceability of this Section 7 by arguing that his conduct did not, in fact, violate the terms of this Section 7. It is also agreed that each of the Company's affiliates will have the right to enforce all of Executive's obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 7.

8. Indemnification. The Company will indemnify Executive to the fullest extent permitted by Maryland law as amended from time to time in connection with Executive's duties with the Company, against all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement) actually and reasonably incurred by Executive in connection with an action, suit or proceeding. Expenses incurred by Executive if Executive is a party to a proceeding to which this Section may be applicable will be paid or reimbursed by the Company in advance of the final disposition of the proceeding upon receipt by the Company of (i) a written affirmation of Executive's good faith belief that Executive is entitled to indemnification by the Company pursuant to this Section with respect to such expenses and proceeding, and (ii) a written undertaking by Executive, or on Executive's behalf, to and in favor of the Company, wherein Executive agrees to repay the amount if Executive is determined not to have been entitled to indemnification under this Section. While Executive is an officer of the Company, and for six years thereafter, the Company (or any successor thereto) will provide comprehensive coverage under its officers and directors insurance policy (or policies) on substantially the same terms and levels that it provides to its senior executive officers, at the Company's sole cost.

9. Clawback Policy. Executive agrees that all bonuses, equity compensation and other incentive compensation provided by the Company will be subject to any applicable clawback policy implemented by the Board of Directors from time to time.

10. Inventions

(i) Inventions Retained and Licensed. Executive has attached hereto, as Exhibit C, a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by Executive prior to his employment with the Company (collectively referred to as "Prior Inventions"), which relate to the Company's proposed business, products or research and development and which are not assigned to the Company hereunder. If disclosure of any such Prior Invention would cause Executive to violate any prior confidentiality agreement, Executive understands and acknowledges that he is not to list such Prior Inventions in Exhibit B but will only disclose a cursory name for each such invention and the fact that full disclosure as to such inventions has not been made for that reason. In Exhibit C, Executive has also indicated which Prior Inventions were made in connection with his employment with Annaly Capital Management Inc. Annaly Capital Management Inc. hereby consents to Executive's disclosure and use of such Prior Inventions for purposes of his employment with the Company. If there are no such Prior Inventions indicated on Exhibit C, Executive represents that there are no such Prior Inventions. If in the course of Executive's employment with the Company, Executive incorporates into any the Company product, service or process a Prior Invention, the Company is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(ii) Assignment of Inventions. Executive acknowledges that, during the term of his employment by the Company, Executive may be expected to undertake creative work, either alone or jointly with others, which may lead to inventions, ideas, original works of authorship, developments, concepts, improvements, trade secrets or other intellectual property rights, in each case, whether or not patentable or registrable under patent, copyright or similar laws and including, in each case, tangible embodiment of any of the foregoing ("Inventions"). Executive hereby agrees that all Inventions created during the term of his employment and that is related to the actual or prospective business of the Company or result from work performed by Executive for the Company (whether or not on the Company's premises or using the Company's equipment and materials or during regular business hours) ("Company Inventions") will be a work-for-hire and will be the sole and exclusive property of the Company and, to the extent such Company Inventions are not a work-for-hire, Executive hereby assigns to the Company Investment Corporation all of his right, title and interest in and to any and all such Company Inventions. In addition, any Inventions created within three years after the termination of Executive's employment by the Company which are based upon or derived from Confidential Information or Company Inventions will be the sole and exclusive property of the Company and Executive hereby assigns to the Company all of his right, title and interest in and to any and all such Company Inventions. Nothing in the preceding sentence will be construed to limit Executive's obligations under Section 10 of this Agreement.

(iii) Maintenance of Records. Executive agrees to keep and maintain adequate and current written records of all Company Inventions made by Executive (solely or jointly with others) during the term of Executive's employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(iv) Further Assistance. Executive agrees to assist the Company, or its designee, at the Company's or its designee's expense, in every proper way to secure Company's rights, or its designee's rights, in the Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company, or its designee, of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company, or its designee, will deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, or its designee, the sole and exclusive rights, title and interest in and to such Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Executive further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers will continue after the termination of this Agreement. If the Company, or its designee, is unable because of Executive's mental or physical incapacity or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign patents, copyright registrations or other registrations covering Company Inventions, then Executive hereby irrevocably designates and appoints the Company, or its designee, and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by him. Executive understands and acknowledges that this appointment is coupled with an interest and survives his death or incompetence.

(v) Moral Rights. To the extent not assignable, Executive hereby waives, to the extent permitted by applicable law, any and all claims he may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Company Inventions.

(vi) No License. Executive understands and acknowledges that this Agreement does not, and will not be construed to grant him any license or right of any nature with respect to any Company Inventions or Confidential Information.

(vii) Application. Executive agrees that the provisions of subsections (i) of this Section 10 will apply with respect to any and all Inventions, whether created during services to the Company or any predecessor entity, or during any pre-organization period. Executive acknowledges that the Company and its future investors will rely on this representation.

11. Assignability; Binding Nature. This Agreement will inure to the benefit of the Company and Executive and their respective successors, heirs (in the case of Executive) and assigns. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that any such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. This Agreement will not be assignable by Executive; provided however that, in the event of Executive's death or a judicial determination of his incapacity, references to Executive in this Agreement will be deemed, as appropriate, to be references to his heirs, executor(s) or other legal representative(s).

12. Representation. The Company and Executive each represent and warrant that it or he is fully authorized and empowered to enter into this Agreement and that its entering into this Agreement and the performance of its or his obligations under this Agreement will not violate any agreement between to which it or he is a party.

13. Entire Agreement; Inconsistency. This Agreement contains the entire agreement between the Company and Executive concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between them with respect thereto. In the event of any inconsistency between this Agreement and any other plan, program, practice or agreement in which Executive is a participant or a party, whether applicable on the date of this Agreement or at any time thereafter, this Agreement will control unless, with Executive's prior written consent, such other plan, program, practice or agreement specifically refers to this Agreement as not so controlling.

14. Amendment or Waiver. This Agreement can only be changed, modified or amended in a writing that is signed by both Executive and the Company and that specifically identifies the provision(s) of this Agreement that are being changed, modified or amended. No waiver by either the Company or Executive at any time of any breach by the other party of any condition or provision of this Agreement will be deemed a waiver of a similar or dissimilar condition or provision at the same or at any prior or subsequent time. Any waiver must be in writing and signed by Executive or the Board of Directors, as the case may be.

15. Severability. In the event that any provision or portion of this Agreement will be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law.

16. Reasonableness. To the extent that any provision or portion of this Agreement is determined to be unenforceable by a court of law or equity, that provision or portion of this Agreement will nevertheless be enforceable to the extent that such court determines is reasonable.

17. Survivorship. The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations. For the avoidance of doubt, the covenants in Section 7 and the indemnification and insurance provisions of Section 8 of this Agreement will survive any termination or expiration of this Agreement and termination of Executive's employment for any reason.

18. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto will be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions), other than rights and obligations (and related claims and disputes) pursuant to Section 8 (Indemnification) which will be governed by Maryland law. Each of the parties agrees that any dispute between the parties will be resolved only in the courts of the State of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits for himself or itself in any proceeding relating to this Agreement or Executive's employment by the Company or any affiliate, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of New York, the court of the United States of America for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding will be heard and determined in such New York State court or, to the extent permitted by law, in such federal court; (b) consents that any such Proceeding may and will be brought in such courts and waives any objection that he or it may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) waives all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or Executive's employment by the Company or any affiliate, or his or its performance under or the enforcement of this Agreement; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at his or its address as provided in accordance with Section 19; and (e) agrees that nothing in this Agreement will affect the right to effect service of process in any other manner permitted by the laws of the State of New York.

19. Notices. Any notice given to either party will be in writing and will be deemed to have been given when delivered personally, by reputable overnight courier, or when received if sent by certified mail, postage prepaid, return receipt requested, duly addressed to the party concerned, if to the Company, at its principal executive office, and if to Executive, at the address of Executive shown on the Company's records or at such other address as such party may give notice of.

20. Withholding. The Company will be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company determines in its sole discretion to be required to be withheld pursuant to applicable law. The Company will use commercially reasonable efforts to establish a relationship with a broker-dealer to facilitate the sale of shares acquired on the vesting or exercise of any equity or equity-based compensation granted to Executive by the Company to enable Executive to satisfy all applicable withholding taxes due in connection with such vesting or exercise; provided that if the Company does not establish any such relationship, Executive may satisfy such withholding obligations by instructing the Company to retain shares otherwise deliverable to Executive upon the vesting or exercise of any such equity or equity-based award with a fair market value not exceeding the minimum amount required to be withheld by applicable law.

21. Headings. The headings of the Sections contained in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts. Signatures delivered by facsimile (including by "pdf") will be deemed effective for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Chimera Investment Corporation

By: /s/

Name: Gerard Creagh

Title: Member of the Compensation Committee

By: /s/

Name: Matthew Lambiase

Title: Chief Executive Officer

Exhibit A

Annual Performance Bonus

The following summarizes the material terms of the annual bonus (“Annual Bonus”) set forth in Section 3(b)(ii) of the Agreement to which this Exhibit A is attached. Unless otherwise specified in this Exhibit A, all defined terms have the meanings set forth in the Agreement.

1. Performance Period. The Annual Bonus will be payable for each of the following performance periods (each, a “Performance Period”).

- January 1, 2016 through December 31, 2016
- January 1, 2017 through December 31, 2017
- January 1, 2018 through December 31, 2018

Except as otherwise provided in the Agreement, Executive will be eligible to receive the Annual Bonus only if Executive remains employed by the Company through the last day of the applicable Performance Period. For the avoidance of doubt, Executive will not be entitled to an Annual Bonus for any Performance Period beginning on or after Executive’s termination of employment for any reason.

Any Annual Bonus will be subject to achievement of the performance goals described herein. In no event will Executive receive any unpaid Annual Bonus in the event Executive’s employment is terminated by the Company for Cause or by Executive (other than for Good Reason as described above).

2. Target Bonus. For each Performance Period, Executive’s target annual bonus (the “Target Bonus”) will be equal to \$4,000,000. Executive is eligible to receive an Annual Bonus from 0% to 140% of the Target Bonus for each Performance Period, based on performance as described below.

3. Performance Components. The Annual Bonus will consist of three components:

- 50% of the Annual Bonus will be payable based on the Company’s return on average equity (“ROAE”) and such portion of the Annual Bonus, the “ROAE Bonus”).
- 25% of the Annual Bonus will be payable based on the Company’s three-year average total shareholder return (stock appreciation plus dividends) (“TSR”) and such portion of the Annual Bonus, the “TSR Bonus”) for the three year period beginning on the first day of the applicable Performance Period (the “TSR Measurement Period”).
- 25% of the Annual Bonus will be payable at the discretion of the Committee (such portion of the Annual Bonus, the “Discretionary Bonus”).

4. Definition of ROAE.

For purposes of the ROAE Bonus: “ROAE” means (i) Company Return, divided by (ii) Company Average Equity, for the 12 month Performance Period.

“Company Return” means net income as determined in accordance with GAAP, but excluding non-cash, non-operating expense items such as depreciation expense, amortization of goodwill and other non-cash, non-operating expense items as determined by the Compensation Committee in its sole discretion for the applicable Performance Period. If, for any portion of any Performance Period, (i) the Company does not use hedge accounting or (ii) its derivative hedging instruments or any portion thereof are otherwise deemed ineffective, which in either case, results in changes in the value of such hedging instruments being recorded in the Company’s GAAP income statement, then any gains or losses from such hedging instruments will also be excluded from the calculation of Company Return.

“Company Average Equity” means the stockholders’ equity of the Company as determined in accordance with GAAP, but excluding accumulated other comprehensive income or loss (which, among other things, reflects unrealized gains or losses in the Company’s residential mortgage-backed securities portfolio), stockholders’ equity attributable to preferred stock and other items as determined by the Compensation Committee in its sole discretion for the applicable Performance Period. For purposes of calculating ROAE, Company Average Equity will be determined based on the average of the Company’s stockholders’ equity calculated as described in the preceding sentence as of the last day of each month during the applicable Performance Period.

5. ROAE Bonus

For each Performance Period, the target amount of the ROAE Bonus will be equal to 50% of the Target Bonus, and Executive will be eligible to receive from 0% to 140% of such target amount of ROAE Bonus.

For purposes of the ROAE Bonus:

- The “ROAE Target” will be the greater of (x) the 2 Year Treasury Rate + 400 basis points or (y) 14%; provided that the ROAE Target will not exceed 16%.
- The “2 Year Treasury Rate” will be calculated as the average of the weekly 2 year Treasury note rates published in the U.S. Federal Reserve H.15 Report for the 52 weeks in the Performance Period.

The following table sets forth the percentage of the ROAE Target payable based on ROAE achieved for the applicable Performance Period:

ROAE Achieved	Percentage of ROAE Target Payable
0% to 10%	0% to 60% by linear interpolation
12%	80%
14%	100%
16%	120%
18%	140%

For ROAE achieved between 10% and 18% but that is not set forth in the above table, between 60% and 140% of the ROAE Target will be payable, determined by linear interpolation.

100% of the ROAE Bonus will be paid in cash between January 1 and March 15 of the year following the last day of the applicable Performance Period.

6. TSR Bonus

For each Performance Period, Executive will be granted a target number of PSUs under the Equity Bonus Plan having an aggregate value on the first day of the Performance Period equal to 25% of the Target Bonus (the “Target PSUs”). Subject to Executive’s continuing employment through the last day of the TSR Measurement Period, between 0% and 140% of the Target PSUs will vest and be paid in common stock of the Company between January 1 and March 15 of the year following the last day of the applicable TSR Measurement Period, in accordance with the following table:

Three-Year Average TSR	Percentage of Target PSUs Vesting and Payable
Less than 10%	0%
10%	60%
12%	80%
14%	100%
16%	120%
18%	140%

For TSR that falls between 10% and 18% but that is not set forth in the above table, the percentage of the Target PSUs that will vest for the applicable TSR Measurement Period will be determined by linear interpolation.

Notwithstanding anything herein to the contrary, upon the consummation of a Change in Control, (i) the percentage of the Target PSUs that would have vested in accordance with the preceding table based on the Company’s actual average TSR from the grant date through the date of such Change in Control will be eligible to vest on the last day of the applicable TSR Measurement Period, subject only to Executive’s continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e) of the Agreement), and (ii) any portion of the Target PSUs that would not have vested in accordance with the preceding table based on the Company’s actual average TSR from the grant date through the date of such Change in Control will be forfeited as of such Change in Control with no compensation due therefor.

7. Discretionary Bonus.

For each Performance Period, the target amount of the Discretionary Bonus will be equal to 25% of the Target Bonus, and Executive will be eligible to receive from 0% and 140% of the target amount of such Discretionary Bonus. The amount of the Discretionary Bonus will be determined by the Compensation Committee based upon any factors deemed relevant and appropriate by the Compensation Committee in its sole discretion, as determined within 90 days after commencement of the Performance Period and communicated to Executive, including without limitation, the Company's relevant stock price and/or TSR relative to its peers, the Company's leverage strategy relative to business plan and peers, the Company's other asset management activities and Executive's individual performance. The achievement of such factors will be considered in evaluating Executive's performance in respect of any such Discretionary Bonus; provided, however, that the final determination of such Discretionary Bonus, including the amount thereof to be awarded, will be in the sole discretion of the Compensation Committee.

For the 2016 Performance Period, the Discretionary Bonus will be paid 66.7% in cash and 33.3% in restricted stock or RSUs. For the 2017 and 2018 Performance Periods, 100% of the Discretionary Bonus will be paid in restricted stock or RSUs. The restricted stock or RSUs will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e) of the Agreement) and the terms and conditions of the Equity Compensation Plan and the applicable award agreement. Such amounts will be paid and restricted stock or RSUs granted between January 1 and March 15 of the year following the year to which the Discretionary Bonus relates.

8. Dividend Equivalents.

Dividend equivalents will accrue on RSUs and PSUs that become vested hereunder as and when dividends are paid to the Company's shareholders and will be paid to Executive in cash, shares or a combination thereof, as determined by the Committee in its sole discretion, at the time such RSUs or PSUs are settled.

9. Committee Determinations

All determinations with respect to the Annual Bonus, including, without limitation, the amount, if any, that is payable to Executive for each Performance Period, will be made by the Compensation Committee, in good faith and in compliance with this Exhibit A. All such determinations will be final and binding on Executive and the Company.

Exhibit B

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Employment Agreement, dated as of August 5, 2015, (the "Agreement") by and between Matthew Lambiase (the "Executive") and Chimera Investment Corporation (the "Company"), the Executive on behalf of himself and any person or entity claiming by, through, or under him (including without limitation his heirs, executors, administrators, spouse, personal representatives and assigns), releases and discharges the Company and its past, present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, employees, attorneys, agents, benefit plans, and/or owners, and their respective successors and assigns, and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (collectively, the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, attorneys' fees and costs, and demands whatsoever ("Claims") which the Executive (or any person or entity claiming by, through, or under him) have, had, or may have, against the Released Parties or any of them arising at any time from the beginning of the world to the date Executive executes this General Release, whether known or unknown, accrued or unaccrued, contingent or noncontingent. The Claims described in this paragraph include without limitation, (i) any and all Claims relating to the Executive's employment by the Company and the cessation thereof, (ii) any and all Claims for discrimination based on age, sex, race, color, disability status, national origin, religion, or any other protected characteristic, including but not limited to, Claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the New York State and New York City Human Rights Laws, and all state and local analogues of such statutes, each as amended, (iii) any and all Claims under all federal, state, and local statutes, rules, regulations, or ordinances, each as amended, including but not limited to, the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq., the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. §§2101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq., the New York Labor Laws, the New York Whistleblower Protection Law, the New York Civil Rights Law (N.Y. Civ. Rts. § 1, et seq.), the New York AIDS/HIV confidentiality law (N.Y. Public Health Law §2780), and the New York Equal Pay Law, and (iv) any and all Claims under the common law of any jurisdiction, including but not limited to, breach of contract, defamation, interference with contractual/prospective contractual relations, invasion of privacy, promissory estoppel, negligence, breach of the covenant of good faith and fair dealing, fraud, infliction of emotional distress, and wrongful discharge; provided, however, that the Executive does not release or discharge the Released Parties from any of the Company's obligations to him under the Agreement (including Section 8 (Indemnification) thereof) or any vested benefit the Executive may be due under a tax qualified plan sponsored or maintained by the Company. It is the intention of the Executive that the language relating to the description of Claims in this paragraph will be given the broadest possible interpretation permitted by law. It is understood that nothing in this General Release is to be construed as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive agrees and covenants not to file, initiate, or join any lawsuit (either individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any Claim(s) barred or released by this General Release. If he does so, and the action is found to be barred in whole or in part by this General Release, the Executive agrees to pay the attorneys' fees and costs, or the proportions thereof, incurred by the applicable Released Party in defending against those Claims that are found to be barred by this General Release. Nothing in this General Release precludes the Executive from challenging the validity of this General Release under the requirements of the Age Discrimination in Employment Act, and the Executive will not be responsible for reimbursing the attorneys' fees and costs of the Released Parties in connection with such a challenge to the validity of the release. The Executive, however, acknowledges that this General Release applies to all Claims that he has under the Age Discrimination in Employment Act, and that, unless the release is held to be invalid, all of the Executive's Claims under that Act will be extinguished by execution of this General Release. The Executive further agrees that nothing in this General Release will preclude or prevent the Executive from filing a charge with, providing information to, or cooperating with the U.S. Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission, or other government agency, and the Executive understands that he does not need the prior authorization of any of the Released Parties prior to taking any such action. The Executive will not seek or accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any Claims released in this General Release.

The Executive is hereby advised to consult with counsel before executing this General Release. The Executive may take twenty-one (21) days to consider whether to execute this General Release. The Executive agrees that changes made to this General Release, whether material or immaterial, do not restart the aforementioned twenty-one (21) day period. Upon the Executive's execution of this General Release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company's Corporate Secretary. If seven (7) days pass without receipt of such notice of revocation, this General Release will become binding and effective on the eighth (8th) day after the execution hereof (the "Effective Date").

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

Dated: _____

Exhibit C

[Prior Inventions]

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") by and between Chimera Investment Corporation (the "Company") and Choudhary Yarlalagadda ("Executive") is effective as of August 5, 2015 (the "Effective Date"), subject to and contingent upon the execution and effectiveness of that certain Transition Services Agreement by and between Annaly Management Company LLC ("Annaly") and the Company (the "TSA"), dated on or about the date hereof, and this Agreement will be null and void *ab initio* if the TSA is not executed by the Company and Annaly.

WITNESSETH:

WHEREAS, Executive wishes to be employed by the Company, and the Company wishes to secure the employment of Executive, under the terms and conditions described below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Term of Employment.

(a) The Company hereby employs Executive, and Executive hereby accepts employment with the Company, in the positions and with the duties and responsibilities as set forth in Section 2 below for the Term of Employment (as defined below), subject to the terms and conditions of this Agreement.

(b) The term of employment under this Agreement will commence on the Effective Date and continue until December 31, 2018 (the "Initial Term"), and, prior to a Change in Control only, will be extended for an additional one year period (the "Renewal Term") on the last day of the Initial Term and on each subsequent anniversary thereof, unless either party provides written notice of nonrenewal to the other party not less than 90 days prior to the last day of the Initial Term or any Renewal Term (the Initial Term together with each Renewal Term, the "Term of Employment"); provided that, upon the consummation of a Change in Control, the Term of Employment will be extended to the second anniversary of such Change in Control; provided, further, that if the last day of the Term of Employment otherwise would occur during a Garden Leave period, the Term of Employment will continue through the end of such Garden Leave. The Term of Employment may also be terminated in accordance with Section 5 hereof.

2. Position; Duties and Responsibilities.

(a) During the Term of Employment, Executive will be employed as the Chief operating Officer of the Company, reporting directly to the Chief Executive Officer of the Company. Executive will (i) be responsible for, and, along with the Company's Chief Executive Officer, have authority over, the Company's operations, and (ii) have such other duties and responsibilities as are assigned to him by the Company's Chief Executive Officer or the Board of Directors of the Company (the "Board of Directors") (not inconsistent in any significant respect with the duties and responsibilities typically assigned to the chief operations officer of a publicly-traded REIT).

(b) During the Term of Employment, Executive will, without additional compensation, also serve on the board of directors of, serve as an officer of, and/or perform such executive and consulting services for, or on behalf of, such subsidiaries or affiliates of the Company as the Board of Directors may, from time to time, request. For purposes of this Agreement, the term "affiliate" will have the meaning ascribed thereto in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the "Act").

(c) During the Term of Employment, Executive will serve the Company faithfully, diligently and to the best of his ability and will devote substantially all of his time and efforts to his employment and the performance of his duties under this Agreement. Nothing herein will preclude Executive from engaging in charitable and community affairs and managing his personal, financial and legal affairs, so long as such activities do not materially interfere with his carrying out his duties and responsibilities under this Agreement.

3. Compensation.

(a) Base Salary. During the Term of Employment, Executive will be entitled to receive an annualized base salary (the “Base Salary”) of not less than \$750,000. Beginning in 2017, the Compensation Committee of the Board of Directors (the “Compensation Committee”) will review Executive’s Base Salary annually to determine whether increases are appropriate. Any such increased amount will thereafter be Executive’s “Base Salary” for purposes under this Agreement.

(b) Performance Bonus.

(i) For the calendar year ending December 31, 2015, Executive will be paid a guaranteed bonus in the amount of \$1,465,000 (the “2015 Guaranteed Annual Bonus”) and be eligible for an additional discretionary bonus in the amount of \$651,000 (the “2015 Discretionary Annual Bonus” and, with the 2015 Guaranteed Annual Bonus, the “2015 Annual Bonuses”). The 2015 Annual Bonuses will be paid 75% in cash and 25% in the form of restricted stock or restricted stock units (“RSUs”). The restricted stock or RSUs will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive’s continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e)). The restricted stock will be subject to the terms of the applicable award agreement and the Company’s equity compensation plan (the “Equity Compensation Plan”). Executive must be employed on December 31, 2015 to receive the 2015 Annual Bonuses. The 2015 Annual Bonuses will be paid, and restricted stock or RSUs issued, as applicable, between January 1, 2016 and March 15, 2016.

(ii) Commencing on January 1, 2016 and during the Term of Employment until December 31, 2018, Executive will be eligible to receive an annual bonus according to the terms set forth on the attached Exhibit A. The Compensation Committee will make all determinations with respect to the annual bonus in good faith and consistent with the attached Exhibit A. Thereafter, Executive’s performance compensation will be determined by the Compensation Committee of the Board of Directors in its sole discretion, but in consultation with Executive.

(iii) The annual bonus will be paid in a combination of cash and restricted stock, restricted stock units (“RSUs”) or performance stock units (“PSUs”) granted under the Equity Compensation Plan, not inconsistent with any of the specific terms of this Agreement relating to PSUs, as set forth on Exhibit A between January 1 and March 15 of the year following the end of the performance period.

(c) 2015 Long-Term Incentive Stock Award. On or about February 15, 2016 but no later than March 15, 2016, the Company will grant Executive restricted stock or RSUs having a grant fair market value of \$488,000 that will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive’s continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e)), and will be subject to the terms and conditions of the Equity Compensation Plan and the applicable award agreement (the “2015 Equity Award”).

(d) Stock Ownership Requirements. All shares of the Company stock distributed to Executive by the Company will be subject to the stock ownership guidelines in effect for executives from time to time, as determined by the Board of Directors. Unless the stock ownership guidelines provide otherwise, vested shares of equity grants cannot be transferred or sold during Executive’s employment by the Company until the value of Executive’s stock holdings in the Company (including shares of restricted stock) exceeds three times Executive’s Base Salary; and following the termination of Executive’s employment with the Company, vested shares of equity grants may not be sold or transferred to the extent the value of Executive’s stock holdings does not exceed five times Executive’s Base Salary as of the date of Executive’s termination of employment (provided, however, that this sentence will no longer apply following the six-month anniversary of Executive’s termination of employment). Notwithstanding the foregoing, the restrictions of this subsection (d) will not prevent Executive from selling or directing the withholding of shares of the Company stock in accordance with and subject to Section 20 to satisfy income tax and employment tax obligations relating to the vesting and settlement of the equity grants to which the shares relate.

4. Employee Benefit Programs and Fringe Benefits. During the Term of Employment, Executive will be entitled to five weeks of vacation per fiscal year and will be eligible to participate in all executive incentive and employee benefit programs of the Company now or hereafter made available to the Company's senior executives or salaried employees generally, as such programs may be in effect from time to time. The Company will reimburse Executive for any and all necessary, customary and usual business expenses incurred by Executive in connection with his employment in accordance with applicable the Company policies.

5. Termination of Employment.

(a) Termination Due to Death or Disability. If Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below. In addition (subject to compliance with the requirements of Section 5(i) and Section 7 in the event of Disability):

(i) Executive will receive any earned and unpaid Annual Bonus (as defined in Exhibit A) for the Performance Period (as defined in Exhibit A) immediately preceding Executive's date of termination if Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, and such termination occurs on or after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A;

(ii) In the event Executive's employment is terminated during the Term of Employment by reason of Executive's Disability, the Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(iii) Whether or not such termination of employment due to death or Disability occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive in connection with an Annual Bonus that vests solely on the basis of continued employment will vest in full;

(iv) For any termination due to death or Disability, whether or not such termination of employment occurs during the Term of Employment, the vesting of the 2015 Equity Award will be fully accelerated as of the date of such termination of employment and be settled within 60 days following the date of such termination; and

(v) Solely in the case of a termination of Executive's employment by reason of Executive's Disability, whether or not such termination of employment occurs during the Term of Employment, Executive's outstanding PSUs previously granted in connection with the TSR Bonus (as defined in Exhibit A) will continue to be eligible to vest subject to the achievement by the Company of the applicable performance goals in accordance with the terms and conditions of the Plan and the applicable award agreement as though such termination of employment had not occurred.

(b) Termination By the Company Without Cause or By Executive for Good Reason Other Than Within 24 Months Following a Change in Control. In the event Executive's employment is terminated during the Term of Employment by the Company without Cause or by Executive for Good Reason (other than for death or Disability, as described in Section 5(a)) occurring other than within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) Executive will be entitled to a cash amount (the "Severance Amount") equal to one times the sum of (1) his then current Base Salary and (2) the average of the Annual Bonuses (as defined in Exhibit A) paid to Executive by the Company for the three (or fewer) calendar years preceding such termination (the "Average Bonus"); provided that, in the case of a termination occurring prior to the payment of the 2015 Annual Bonuses, the Average Bonus will be deemed to equal \$2,116,000. The Severance Amount will be paid in 12 equal monthly installments commencing within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive as part of his Annual Bonus other than the PSUs granted in connection with the TSR Bonus will, to the extent not already vested, immediately vest;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding PSUs previously granted in connection with the TSR Bonus will continue to be eligible to vest subject to the achievement by the Company of the applicable performance goals in accordance with the terms and conditions of the Plan and the applicable award agreement as though such termination of employment had not occurred;

(iv) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, the vesting of the 2015 Equity Award will be fully accelerated as of the date of such termination of employment;

(v) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 12 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(vi) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any earned and unpaid Annual Bonus for the Performance Period immediately preceding Executive's date of termination if Executive's termination date occurs after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A; and

(vii) Executive will receive a pro-rata portion of the ROAE Bonus and the Discretionary Bonus (as such terms are defined in Exhibit A) that Executive would have earned for the year of termination based on the Company's ROAE and other applicable performance metrics for such year, payable at the time such ROAE Bonus and Discretionary Bonus would have been paid to Executive for such year absent such termination but no later than March 15 of the immediately following year.

The parties agree that a termination of Executive's employment pursuant to this Section 5(b), Section 5(c) or Section 5(d) below will not be a breach of this Agreement and does not relieve either party of its/his other obligations hereunder.

(c) Termination by the Company for Cause or Voluntary Termination by Executive. In the event that at any time during the Term of Employment Executive's employment is terminated by the Company for Cause or by Executive other than for Good Reason, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f).

(d) Garden Leave. Executive will provide a Notice of Termination to the Company no less than 90 days prior to any termination of Executive's employment (whether for Good Reason or without Good Reason) during the Term of Employment, other than a termination during the period described in Section 5(e), and the Company will provide a Notice of Termination to Executive no less than 90 days prior to any termination of Executive's employment for Cause or without Cause during the Term of Employment, other than a termination during the period described in Section 5(e); provided that the Company may elect to terminate the Garden Leave (as defined below) and Executive's employment at any time during the Garden Leave if Executive is terminated for Cause. During this 90-day notice period (the "Garden Leave"), Executive will (i) continue to be an employee of the Company and will make himself available to provide such services directed by the Company that are reasonably consistent with Executive's status as a senior executive of the Company and (ii) continue to be paid his Base Salary and to be eligible to participate in the Company's benefits programs, but will not be eligible to earn any annual bonus with respect to a calendar year that ends after the commencement of the Garden Leave. During the Garden Leave, the Company may require Executive to resign from any position with the Company and/or remove any or all of Executive's duties or responsibilities, which will not constitute Good Reason or otherwise be a violation of this Agreement. Executive agrees that he will not commence employment with any entity during or in connection with the commencement of the Garden Leave. During the Garden Leave, Executive will take all steps reasonably requested by the Company to effect a successful transition of client and customer relationships to the person or persons designated by the Company. Notwithstanding the foregoing, the Company in its sole discretion may waive all or any portion of the 90-day notice requirement by providing written notice to Executive accelerating the last day of the Garden Leave period; provided that the Company's exercise of its right to waive all or any portion of the 90-day notice requirement and accelerate the last day of the Garden Leave period will not be treated as a termination of Executive's employment by the Company without Cause or as giving Executive any basis for terminating his employment for Good Reason.

(e) Termination Related to Change in Control. In the event of the termination of Executive's employment during the Term of Employment by the Company other than for Cause or Executive's resignation of his employment for Good Reason (other than for Disability, as described in Section 5(a)) within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) The Company will immediately pay to Executive in a lump sum, but in all events within 60 days following the date of termination, a cash payment equal to the Severance Amount;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, all of Executive's outstanding restricted stock, RSUs and stock options previously granted, including, without limitation, the 2015 Equity Award, will immediately vest in full, any dividend equivalents associated with any such equity award will continue to be payable according to the terms of the applicable grant agreement, any such RSUs will be settled within 60 days after the date of such termination of employment, and any such options will remain exercisable until the earlier of (a) 90 days following the date of such termination or (b) the date on which each such option would have expired had Executive's employment not terminated;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, the portion of Executive's outstanding PSUs previously granted in connection with a TSR Bonus that, as provided in Exhibit A, became eligible to vest solely on the basis of continued employment following such Change in Control will vest and be settled within 60 days after the date of such termination of employment;

(iv) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(v) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any earned and unpaid Annual Bonus for the Performance Period immediately preceding Executive's date of termination if Executive's termination date occurs after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A; and

(vi) Executive will receive a pro-rata portion of the ROAE Bonus and the Discretionary Bonus (as such terms are defined in Exhibit A) that Executive would have earned for the year of termination based on the Company's ROAE and other applicable performance metrics for such year, payable at the time such ROAE Bonus and Discretionary Bonus would have been paid to Executive for such year absent such termination but no later than March 15 of the immediately following year.

(f) Other Payments. Upon the termination of Executive's employment during the Term of Employment, in addition to the amounts payable under any Section above, Executive will be entitled to receive the following:

(i) any earned but unpaid portion of the Base Salary and accrued unused vacation;

(ii) any vested deferred compensation (including any interest accrued on or appreciation in value of such deferred amounts) in accordance with the applicable plan documents;

(iii) reimbursement for reasonable business expenses incurred but not yet reimbursed by the Company in accordance with the Company's expense reimbursement policy, as in effect from time to time; and

(iv) any other benefits to which Executive or his legal representative may be entitled under all applicable plans and programs of the Company, as provided in Section 4 above.

(g) Payments Subject to Section 409A and Other Applicable Law.

(i) The Company and Executive intend that this Agreement will be interpreted and administered so that any amount or benefit payable hereunder will be paid or provided in a manner that is either exempt from or compliant with Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and Internal Revenue Service guidance promulgated thereunder (“Section 409A”).

(ii) Notwithstanding anything herein to the contrary, Executive will not be entitled to any payment pursuant to this Section 5 prior to the earliest date permitted under Section 409A of the Code, and applicable Treasury regulations thereunder. To the extent any payment pursuant to this Section 5 is required to be delayed six months pursuant to the special rules of Section 409A of the Code related to “specified employees,” each affected payment will be delayed until six months after Executive’s termination of employment, and, unless provided otherwise, with the first such payment being a lump sum equal to the aggregate payments Executive would have received during such six-month period if no payment delay had been imposed. Any payments or distributions delayed in accordance with the prior sentence will be paid to Executive on the first day of the seventh month following Executive’s termination of employment or, if earlier, within ten days following the date of Executive’s death.

(iii) Notwithstanding any other provision contained herein, to the extent any payments or distributions due to Executive upon termination of his employment under this Agreement are subject to Section 409A of the Code (i) a termination of Executive’s employment will be interpreted in a manner that is consistent with the definition of a “separation from service” under Section 409A of the Code and the applicable Treasury regulations thereunder and (ii) all such payments will be treated as a series of separate payments for purposes of Section 409A of the Code.

(iv) If Executive is entitled to any reimbursement of expenses or in-kind benefits that are includable in Executive’s federal gross taxable income, the amount of such expenses reimbursable or in-kind benefits provided in any one calendar year will not affect the expenses eligible for reimbursement or the in-kind benefits to be provided in any other calendar year. Executive’s right to reimbursement of expenses or in-kind benefits under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) None of the Company, its affiliates or their respective directors, officers, employees or advisors will be held liable for any taxes, interest or other amounts owed by Executive as a result of the application of Section 409A or otherwise.

(h) No Mitigation; No Offset. In the event of any termination of Executive’s employment under this Agreement, he will be under no obligation to seek other employment or otherwise in any way to mitigate the amount of any payment provided for in this Section 5, and there will be no offset against amounts due him under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Release. The Company’s obligation to make any payment or provide any benefit pursuant to this Section 5 (other than pursuant to Sections 5(f) above) will be contingent upon, and is the consideration for, (A) Executive executing and delivering to the Company, within 45 days after termination of his employment, a general release (the “Release”), substantially in the form annexed hereto as Exhibit B, and (B) such release becoming irrevocable in accordance with its terms. In the event that the 45-day period referred to in the immediately preceding sentence spans two calendar years, any payments that, but for this sentence, would have been made hereunder during the first such calendar year will be delayed and paid to Executive on the first regular payroll date of the Company in such second calendar year, with any subsequent payments to be made as if no such delay had occurred.

(j) Parachute Payments .

(i) Notwithstanding any other provisions of this Agreement to the contrary, in the event that it will be determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Payments”), would constitute an “excess parachute payment” within the meaning of Section 280G of the Code, the Company will reduce (but not below zero) the aggregate present value of the Payments under the Agreement to the Reduced Amount (as defined below), if reducing the Payments under this Agreement will provide Executive with a greater net after-tax amount than would be the case if no such reduction was made. To the extent such Payments are required to be so reduced, the Payments due to Executive will be reduced in the following order, unless otherwise agreed and such agreement is in compliance with Section 409A of the Code: (i) Payments that are payable in cash, with amounts that are payable last reduced first; (ii) Payments due in respect of any equity or equity derivatives included at their full value under Section 280G (rather than their accelerated value); (iii) Payments due in respect of any equity or equity derivatives valued at accelerated value under Section 280G, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); and (iv) all other non-cash benefits. The Payments will be reduced as described in the preceding sentence only if (A) the net amount of the Payments, as so reduced (and after subtracting the net amount of federal, state and local income and payroll taxes on the reduced Payments), is greater than or equal to (B) the net amount of the Payments without such reduction (but after subtracting the net amount of federal, state and local income and payroll taxes on the Payments and the amount of Excise Tax (as defined below) to which Executive would be subject with respect to the unreduced Payments).

(ii) The “Reduced Amount” will be an amount expressed in present value that maximizes the aggregate present value of Payments under this Agreement or otherwise without causing any Payment under this Agreement to be subject to the Excise Tax, determined in accordance with Section 280G(d) (4) of the Code. The term “Excise Tax” means the excise tax imposed under Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(iii) All determinations to be made under this Section 5(j) will be made by an independent registered public accounting firm or consulting firm selected by the Company immediately prior to a change in control, which will provide its determinations and any supporting calculations both to the Company and Executive within ten days of the change in control. Any such determination by such firm will be binding upon the Company and Executive. All fees and expenses of the accounting or consulting firm in performing the determinations referred to in this Section 5(j) will be borne solely by the Company.

(k) Resignation from Positions. Upon termination of Executive’s employment with the Company for any reason, Executive will be deemed to have resigned with immediate effect from any position he then holds as an officer, director or fiduciary of the Company or any Company-related entity. In furtherance of the foregoing, Executive will execute and deliver to the Company any letters, documents and other instruments necessary or appropriate to effect such resignation.

(l) For the avoidance of doubt, Executive will not be entitled to any payments or benefits under Section 5(e) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(b), and Executive will not be entitled to and payments or benefits under Section 5(b) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(e).

(m) Termination by the Company Without Cause After Expiration of the Term of Employment Following Delivery of Notice of Nonrenewal of the Term of Employment By the Company. If the Company provides Executive written notice of nonrenewal of the Term of Employment in accordance with Section 1(b) and the Company terminates Executive’s employment without Cause after the last day of the Term of Employment, then, if the requirements of Section 5(i) are met and subject to Executive’s continued compliance with Section 7, the Company will, in addition to providing the benefits set forth in Sections 5(b)(ii), (iii), (iv) and (vi), continue to pay Executive the Base Salary for a period of one year following his termination date in accordance with the Company’s regular payroll practices. Such Base Salary continuation payments will commence within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement.

6. Definitions. For purposes of this Agreement, the following terms will be defined as set forth below:

(a) “Cause” means Executive’s (i) conviction, or entry of a guilty plea or a plea of nolo contendere with respect to, a felony, a crime of moral turpitude or any crime committed against the Company, other than traffic violations; (ii) engagement in willful misconduct, gross negligence, or fraud, embezzlement or misappropriation relating to significant amounts, in each case in connection with the performance of his duties under this Agreement; (iii) willful failure to adhere to the lawful directions of the Board of Directors that are reasonably consistent with his duties and position provided for herein; (iv) breach in any material respect of any of the provisions of Section 7 of this Agreement; (v) chronic or persistent substance abuse that materially and adversely affects his performance of his duties under this Agreement or (vi) breach in any material respect of the terms and provisions of this Agreement resulting in material and demonstrable economic injury to the Company. No act or omission to act by Executive will be “willful” if conducted in good faith or with a reasonable belief that such act or omission was in the best interests of the Company. Notwithstanding the foregoing, (a) Executive will be given written notice of any action or failure to act that is alleged to constitute Cause (a “Default”), and an opportunity for 20 business days from the date of such notice in which to cure such Default, such period to be subject to extension in the discretion of the Board of Directors and (b) regardless of whether Executive is able to cure any Default, Executive will not be deemed to have been terminated for Cause without (I) reasonable prior written notice to Executive setting forth the reasons for the decision to terminate Executive for Cause, (II) an opportunity for Executive, together with his counsel, to be heard by the Board of Directors and (III) delivery to Executive of a Notice of Termination approved by the Board of Directors, stating its good faith opinion that Executive has engaged in actions or conduct described in the preceding sentence, which notice specifies the particulars of such action or conduct in reasonable detail; provided, however, the Company may suspend Executive with pay until such time as his right to appear before the Board of Directors, as the case may be, has been exercised, so long as such appearance is within two weeks of the date of suspension.

(b) “Change in Control” means the occurrence of any one of the following events to the extent such event also constitutes a “change in control event” for purposes of Section 409A of the Code:

(i) any “person,” as such term is used in Sections 13(d) and 14(d) of the Act (other than the Company, any of its affiliates or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its affiliates) together with all affiliates and “associates” (as such term is defined in Rule 12b-2 under the Act) of such person, will become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company’s then outstanding securities having the right to vote in an election of the Board of Directors (“voting securities”) (other than as a result of an acquisition of securities directly from the Company); or

(ii) persons who, as of the effective date of this Agreement, constitute the Company’s Board of Directors (the “Incumbent Directors”) cease for any reason, including, without limitation, as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board of Directors, provided that any person becoming a Director of the Company subsequent to the effective date whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors will, for purposes of this Agreement, be considered an Incumbent Director; or

(iii) there will occur (A) any consolidation or merger of the Company or any subsidiary where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate 60% or more of the voting securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), (B) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company (other than to an entity 60% or more owned by the shareholders of the Company) or (C) any liquidation or dissolution of the Company.

Notwithstanding the foregoing, a “Change in Control” will not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of Shares or other voting securities outstanding, increases the proportionate voting power represented by the voting securities beneficially owned by any person to 40% or more of the combined voting power of all then outstanding voting securities.

(c) “Code” means the Internal Revenue Code of 1986, as amended.

(d) “Disability” means Executive’s inability for a period of six consecutive months, to render substantially the services provided for in this Agreement by reason of mental or physical disability, whether resulting from illness, accident or otherwise, other than by reason of chronic or persistent abuse of any substance (such as narcotics or alcohol), provided that a Disability for purposes of Section 5(a) will qualify as a Disability under Section 409A of the Code. Notwithstanding the foregoing, no circumstances or condition will constitute a Disability to the extent that, if it were, a 20% tax would be imposed under Section 409A of the Code; provided that, in such a case, the event or condition will continue to constitute a Disability to the maximum extent possible (e.g., if applicable, in respect of vesting without an acceleration of distribution) without causing the imposition of such 20% tax. In addition, nothing herein will limit or restrict the payment of any amount subject to Section 409A of the Code upon an otherwise permitted payment event under Section 409A of the Code, including upon a separation from service.

(e) “Good Reason” means:

(i) a material diminution in Executive’s title, duties or responsibilities;

(ii) relocation of Executive’s place of employment without his consent outside the New York City metropolitan area or, following a Change in Control, outside of the Borough of Manhattan;

(iii) the failure of the Company to pay within 30 business days any material payment or benefits due from the Company;

(iv) the material failure by the Company to honor any of its material obligations to Executive.

For Good Reason to exist, Executive must provide written notice of an event purportedly constituting Good Reason within 90 days of its occurrence, the Company must have failed to cure such event within 30 days following such notice and Executive must provide written notice of his decision to terminate employment, such notice to be provided within 15 days following the expiration of such cure period. The effective date of such termination will be the end of the period of Garden Leave.

(f) “Notice of Termination” means the written notice of termination of Executive’s employment delivered by, as applicable, Executive or the Company.

7. Covenants .

(a) Confidentiality Restrictions . Executive agrees at all times during the term of his employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company (while employed by the Company), or to disclose to any person, firm or corporation without advance written authorization of the Board of Directors, except as necessary for Executive to discharge his duties hereunder, any Confidential Information of the Company. Executive understands and acknowledges that “ Confidential Information ” includes, without limitation: client or customer lists, identities, contacts, business and financial information; investment strategies; pricing information or policies, fees or commission arrangements of the Company; marketing plans, projections, presentations or strategies of the Company; financial and budget information of the Company; personnel information, personnel lists, resumes, personnel data, organizational structure, compensation and performance evaluations; information regarding the existence or terms of any agreement or relationship between the Company and any other party; and any other information of whatever nature, which gives to the Company an opportunity to obtain an advantage over its competitors who or which do not have access to such information. Executive understands and acknowledges that Confidential Information developed by him, during the term of his employment by the Company, will be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to Executive in the first instance. Executive further understands and acknowledges that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Executive or of others who were under confidentiality obligations as to the item or items involved. In the event that Executive is required by law to disclose any Confidential Information, Executive agrees to give the Company prompt advance written notice thereof and to provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

(b) Former Employer Information . Executive agrees that he will not, during and in connection with his employment with the Company, use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. Executive also acknowledges that he is free from any conflicts from previous employment contracts or agreements with all previous employers, and he is available for employment by the Company with no legal encumbrances and agrees to hold the Company harmless from any lawsuits arising from his previous employment.

(c) Third Party Information . Executive recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. Executive agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for the Company consistent with the Company’s agreement with such third party.

(d) No Public Statements . Executive agrees that he will not, without the Company’s prior written consent, discuss with the media (which includes any national or local newspaper, magazine, radio and/or television station) any matter related to the Company.

(e) Mutual Non-Disparagement . Executive acknowledges that any disparaging comments by him against the Company are likely to substantially depreciate the business reputation of the Company. Executive agrees to act in good faith so as not to harm the business reputation of the Company in any way. Executive further agrees that he will not directly or indirectly defame, disparage, or publicly criticize the services, business, integrity, veracity or reputation of the Company or its owners, officers, directors, or employees in any forum or through any medium of communication. The Company agrees that it will not, directly or indirectly, through its executive officers or directors, defame, disparage, or publicly criticize the integrity, veracity or reputation of Executive. Nothing in this Agreement will preclude Executive or the Company and its executive officers and directors from supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process.

(f) Restrictive Covenants .

(i) Conflicting Employment. Executive agrees that, during the term of his employment with the Company, he will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of his employment, nor will he engage in any other activities that would or may conflict with his obligations or responsibilities to the Company.

(ii) Returning Company Documents and Property. Executive agrees that, at the time of leaving the employ of the Company or at any other time at the Company's request, he will deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, Confidential Information, other documents or property, or reproductions of any aforementioned items developed by him pursuant to his employment with the Company or otherwise belonging to the Company, its successors or assigns. To the extent Executive has retained any the Company property or Confidential Information on any electronic or computer equipment belonging to him or under his control, Executive agrees to so advise the Company and to follow the Company's instructions in permanently deleting all such property or Confidential Information and all copies, including without limitation allowing the Company access to such equipment for purposes of permanently deleting all such property or Confidential Information. In the event of the termination of Executive's employment for any reason, Executive agrees to sign and deliver the "Termination Certification" attached to the Company's Employee Handbook and provide such other written assurances of his compliance with this Agreement as may be requested by the Company.

(iii) Notification to New Employer. During Executive's employment and for a period of twelve (12) months immediately following the termination of his employment with the Company, Executive will advise the Company of any new employer of his, or any other person or entity for whom he may perform services, within three (3) days after accepting an offer to work for such employer or other person or entity. Executive hereby agrees to notify, and grant consent to notification by the Company to, any new employer, or other person or entity for whom he may perform services, of his obligations under this Agreement.

(iv) Solicitation of Employees. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly, for himself or for any other person or entity:

- (1) solicit, induce, recruit or encourage any of the Company's employees, consultants, independent contractors or any person who provides services to the Company to terminate or reduce their employment or other relationship with the Company,
- (2) hire any individual who is (or was within the six (6) months immediately preceding such hiring) an employee, exclusive consultant, or exclusive independent contractor of the Company, or
- (3) attempt to do any of the foregoing.

(v) Solicitation of Customers. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly (i) solicit, entice, or induce any Customer for the purpose of providing, or provide, products or services that are competitive with the products or services provided by the Company, or (ii) solicit, entice, or induce any Customer to terminate or reduce its business with (or refrain from increasing its business with) the Company. As used in this subsection (f)(v) of Section 7, "Customer" means any person or entity to which the Company provided products or services (or was invested in products offered by the Company), and with which Executive had contact on behalf of the Company, within the last twelve (12) months of his employment with the Company.

(vi) Noncompetition. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly:

- (1) have any ownership interest in, or participate in the financing, operation, management or control of, any Competitor; or
- (2) engage in or perform services (whether as an employee, consultant, proprietor, partner, director or otherwise) for any Competitor, if such services either (i) are the same as or similar to (individually or in the aggregate) the services Executive performed for the Company during his employment with the Company, or (ii) are performed with respect to products or services of the Competitor that are competitive with the products or services provided by the Company with which Executive was involved during his employment with the Company or about which he received Confidential Information during his employment with the Company.

(vii) As used in subsection (f)(vi) of Section 7, “Competitor” means any mortgage REIT (i) any mortgage REIT, (ii) any entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities, or (iii) any entity that manages or advises (including any external advisor) either a mortgage REIT or an entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities. The scope of the covenant set forth in subsection (f)(vi) of Section 7 will be within or with respect to the United States and any other country in which the Company is engaged in business. Executive acknowledges that the Company’s technology and products have worldwide application, including without limitation over the Internet and that such geographic scope is therefore reasonable. It is agreed that ownership of no more than 2% of the outstanding voting stock of a publicly traded corporation will not constitute a violation of subsection (f)(vi) of Section 7.

(viii) Corporate Opportunities. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, Executive will not use opportunities discovered in the course of his employment for his own personal gain or benefit. For example, if, in Executive’s capacity as a the Company employee, Executive is approached about or otherwise become aware of a potential investment or other business transaction that may be appropriate for the Company, Executive will not take that opportunity for himself, or share or disclose it to any third party, but rather Executive will bring it to the attention of his manager or other appropriate the Company personnel.

(g) Cooperation with Respect to Litigation. During the Term of Employment and at all times thereafter, Executive agrees to give prompt written notice to the Company of any claim against the Company after becoming aware of such claim and (to the extent reasonably requested by the Company) to reasonably cooperate, in good faith and to the best of his ability, with the Company in connection with any and all pending, potential or future claims, investigations or actions which directly or indirectly relate to any action, event or activity about which Executive may have knowledge in connection with or as a result of his employment by the Company. Such cooperation will include all assistance that the Company, its counsel or representatives may reasonably request, including reviewing documents, meeting with counsel, providing factual information and material, and appearing or testifying as a witness; provided, however, that the Company will promptly reimburse Executive for all reasonable expenses, including travel, lodging and meals, incurred by him in fulfilling his obligations under this Section 7(g) and, except as may be required by law or by court order, should Executive then be employed by an entity other than the Company, such cooperation will not materially interfere with Executive’s then current employment.

(h) Remedies.

(i) Executive acknowledges and agrees that the restrictions set forth in this Agreement are critical and necessary to protect the Company's legitimate business interests; are reasonably drawn to this end with respect to duration, scope, and otherwise; are not unduly burdensome; are not injurious to the public interest; and are supported by adequate consideration. Executive agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the restrictions set forth herein. Accordingly, Executive agrees that if he breaches or threatens to breach any of such restrictions, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Executive further agrees that no bond or other security will be required in obtaining such equitable relief and he hereby consents to the issuance of such injunction and to the ordering of specific performance. Executive further acknowledges and agrees that (i) any claim he may have against the Company, whether under this Agreement or otherwise, will not be a defense to enforcement of the restrictions set forth in this Agreement, (ii) the circumstances of his termination of employment with the Company will have no impact on his obligations under this Agreement, and (iii) this Agreement is enforceable by the Company, and its subsidiaries, affiliates, successors and assigns.

(ii) Executive, and the Company, agree and intend that Executive's obligations under this Agreement (to the extent not perpetual) be tolled during any period that Executive is in breach of any of the obligations under this Agreement, so that the Company is provided with the full benefit of the restrictive periods set forth herein.

(iii) Executive also agrees that, in addition to any other remedies available to the Company and notwithstanding any provision of this Agreement to the contrary, in the event Executive breaches in any material respect any of his obligations under this Section 7, the Company may immediately cease all payments under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, all equity-based awards granted under this Agreement may be immediately forfeited, and the Company may require that Executive repay any after-tax amounts previously paid to Executive under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, and any stock delivered or other amounts paid (each on an after-tax basis) with respect to any equity-based awards granted under this Agreement.

(iv) Executive and the Company further agree that, in the event that any provision of this Section 7 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision will be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Executive further covenants that Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 7 and that Executive will reimburse the Company and its affiliates for all costs (including reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Section 7 if either the Company and/or its affiliates prevails on any material issue involved in such dispute or if Executive challenges the reasonableness or enforceability of any of the provisions of this Section 7, it being understood that Executive will not be considered to have challenged the enforceability of this Section 7 by arguing that his conduct did not, in fact, violate the terms of this Section 7. It is also agreed that each of the Company's affiliates will have the right to enforce all of Executive's obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 7.

8. Indemnification. The Company will indemnify Executive to the fullest extent permitted by Maryland law as amended from time to time in connection with Executive's duties with the Company, against all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement) actually and reasonably incurred by Executive in connection with an action, suit or proceeding. Expenses incurred by Executive if Executive is a party to a proceeding to which this Section may be applicable will be paid or reimbursed by the Company in advance of the final disposition of the proceeding upon receipt by the Company of (i) a written affirmation of Executive's good faith belief that Executive is entitled to indemnification by the Company pursuant to this Section with respect to such expenses and proceeding, and (ii) a written undertaking by Executive, or on Executive's behalf, to and in favor of the Company, wherein Executive agrees to repay the amount if Executive is determined not to have been entitled to indemnification under this Section. While Executive is an officer of the Company, and for six years thereafter, the Company (or any successor thereto) will provide comprehensive coverage under its officers and directors insurance policy (or policies) on substantially the same terms and levels that it provides to its senior executive officers, at the Company's sole cost.

9. Clawback Policy. Executive agrees that all bonuses, equity compensation and other incentive compensation provided by the Company will be subject to any applicable clawback policy implemented by the Board of Directors from time to time.

10. Inventions

(i) Inventions Retained and Licensed. Executive has attached hereto, as Exhibit C, a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by Executive prior to his employment with the Company (collectively referred to as "Prior Inventions"), which relate to the Company's proposed business, products or research and development and which are not assigned to the Company hereunder. If disclosure of any such Prior Invention would cause Executive to violate any prior confidentiality agreement, Executive understands and acknowledges that he is not to list such Prior Inventions in Exhibit B but will only disclose a cursory name for each such invention and the fact that full disclosure as to such inventions has not been made for that reason. In Exhibit C, Executive has also indicated which Prior Inventions were made in connection with his employment with Annaly Capital Management Inc. Annaly Capital Management Inc. hereby consents to Executive's disclosure and use of such Prior Inventions for purposes of his employment with the Company. If there are no such Prior Inventions indicated on Exhibit C, Executive represents that there are no such Prior Inventions. If in the course of Executive's employment with the Company, Executive incorporates into any the Company product, service or process a Prior Invention, the Company is hereby granted and will have a nonexclusive, royalty-free, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(ii) Assignment of Inventions. Executive acknowledges that, during the term of his employment by the Company, Executive may be expected to undertake creative work, either alone or jointly with others, which may lead to inventions, ideas, original works of authorship, developments, concepts, improvements, trade secrets or other intellectual property rights, in each case, whether or not patentable or registrable under patent, copyright or similar laws and including, in each case, tangible embodiment of any of the foregoing ("Inventions"). Executive hereby agrees that all Inventions created during the term of his employment and that is related to the actual or prospective business of the Company or result from work performed by Executive for the Company (whether or not on the Company's premises or using the Company's equipment and materials or during regular business hours) ("Company Inventions") will be a work-for-hire and will be the sole and exclusive property of the Company and, to the extent such Company Inventions are not a work-for-hire, Executive hereby assigns to the Company Investment Corporation all of his right, title and interest in and to any and all such Company Inventions. In addition, any Inventions created within three years after the termination of Executive's employment by the Company which are based upon or derived from Confidential Information or Company Inventions will be the sole and exclusive property of the Company and Executive hereby assigns to the Company all of his right, title and interest in and to any and all such Company Inventions. Nothing in the preceding sentence will be construed to limit Executive's obligations under Section 10 of this Agreement.

(iii) Maintenance of Records. Executive agrees to keep and maintain adequate and current written records of all Company Inventions made by Executive (solely or jointly with others) during the term of Executive's employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(iv) Further Assistance. Executive agrees to assist the Company, or its designee, at the Company's or its designee's expense, in every proper way to secure Company's rights, or its designee's rights, in the Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company, or its designee, of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company, or its designee, will deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, or its designee, the sole and exclusive rights, title and interest in and to such Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Executive further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers will continue after the termination of this Agreement. If the Company, or its designee, is unable because of Executive's mental or physical incapacity or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign patents, copyright registrations or other registrations covering Company Inventions, then Executive hereby irrevocably designates and appoints the Company, or its designee, and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stand to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by him. Executive understands and acknowledges that this appointment is coupled with an interest and survives his death or incompetence.

(v) Moral Rights. To the extent not assignable, Executive hereby waives, to the extent permitted by applicable law, any and all claims he may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Company Inventions.

(vi) No License. Executive understands and acknowledges that this Agreement does not, and will not be construed to grant him any license or right of any nature with respect to any Company Inventions or Confidential Information.

(vii) Application. Executive agrees that the provisions of subsections (i) of this Section 10 will apply with respect to any and all Inventions, whether created during services to the Company or any predecessor entity, or during any pre-organization period. Executive acknowledges that the Company and its future investors will rely on this representation.

11. Assignability; Binding Nature. This Agreement will inure to the benefit of the Company and Executive and their respective successors, heirs (in the case of Executive) and assigns. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that any such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. This Agreement will not be assignable by Executive; provided however that, in the event of Executive's death or a judicial determination of his incapacity, references to Executive in this Agreement will be deemed, as appropriate, to be references to his heirs, executor(s) or other legal representative(s).

12. Representation. The Company and Executive each represent and warrant that it or he is fully authorized and empowered to enter into this Agreement and that its entering into this Agreement and the performance of its or his obligations under this Agreement will not violate any agreement between to which it or he is a party.

13. Entire Agreement; Inconsistency. This Agreement contains the entire agreement between the Company and Executive concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between them with respect thereto. In the event of any inconsistency between this Agreement and any other plan, program, practice or agreement in which Executive is a participant or a party, whether applicable on the date of this Agreement or at any time thereafter, this Agreement will control unless, with Executive's prior written consent, such other plan, program, practice or agreement specifically refers to this Agreement as not so controlling.

14. Amendment or Waiver. This Agreement can only be changed, modified or amended in a writing that is signed by both Executive and the Company and that specifically identifies the provision(s) of this Agreement that are being changed, modified or amended. No waiver by either the Company or Executive at any time of any breach by the other party of any condition or provision of this Agreement will be deemed a waiver of a similar or dissimilar condition or provision at the same or at any prior or subsequent time. Any waiver must be in writing and signed by Executive or the Board of Directors, as the case may be.

15. Severability. In the event that any provision or portion of this Agreement will be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law.

16. Reasonableness. To the extent that any provision or portion of this Agreement is determined to be unenforceable by a court of law or equity, that provision or portion of this Agreement will nevertheless be enforceable to the extent that such court determines is reasonable.

17. Survivorship. The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations. For the avoidance of doubt, the covenants in Section 7 and the indemnification and insurance provisions of Section 8 of this Agreement will survive any termination or expiration of this Agreement and termination of Executive's employment for any reason.

18. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto will be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions), other than rights and obligations (and related claims and disputes) pursuant to Section 8 (Indemnification) which will be governed by Maryland law. Each of the parties agrees that any dispute between the parties will be resolved only in the courts of the State of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits for himself or itself in any proceeding relating to this Agreement or Executive's employment by the Company or any affiliate, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of New York, the court of the United States of America for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding will be heard and determined in such New York State court or, to the extent permitted by law, in such federal court; (b) consents that any such Proceeding may and will be brought in such courts and waives any objection that he or it may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) waives all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or Executive's employment by the Company or any affiliate, or his or its performance under or the enforcement of this Agreement; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at his or its address as provided in accordance with Section 19; and (e) agrees that nothing in this Agreement will affect the right to effect service of process in any other manner permitted by the laws of the State of New York.

19. Notices. Any notice given to either party will be in writing and will be deemed to have been given when delivered personally, by reputable overnight courier, or when received if sent by certified mail, postage prepaid, return receipt requested, duly addressed to the party concerned, if to the Company, at its principal executive office, and if to Executive, at the address of Executive shown on the Company's records or at such other address as such party may give notice of.

20. Withholding. The Company will be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company determines in its sole discretion to be required to be withheld pursuant to applicable law. The Company will use commercially reasonable efforts to establish a relationship with a broker-dealer to facilitate the sale of shares acquired on the vesting or exercise of any equity or equity-based compensation granted to Executive by the Company to enable Executive to satisfy all applicable withholding taxes due in connection with such vesting or exercise; provided that if the Company does not establish any such relationship, Executive may satisfy such withholding obligations by instructing the Company to retain shares otherwise deliverable to Executive upon the vesting or exercise of any such equity or equity-based award with a fair market value not exceeding the minimum amount required to be withheld by applicable law.

21. Headings. The headings of the Sections contained in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts. Signatures delivered by facsimile (including by "pdf") will be deemed effective for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Chimera Investment Corporation

By: /s/

Name: Gerard Creagh

Title: Member of the Compensation Committee

By: /s/

Name: Choudhary Yarlagadda

Title: Chief Operating Officer

Exhibit A

Annual Performance Bonus

The following summarizes the material terms of the annual bonus (“Annual Bonus”) set forth in Section 3(b)(ii) of the Agreement to which this Exhibit A is attached. Unless otherwise specified in this Exhibit A, all defined terms have the meanings set forth in the Agreement.

1. Performance Period. The Annual Bonus will be payable for each of the following performance periods (each, a “Performance Period”).
 - January 1, 2016 through December 31, 2016
 - January 1, 2017 through December 31, 2017
 - January 1, 2018 through December 31, 2018

Except as otherwise provided in the Agreement, Executive will be eligible to receive the Annual Bonus only if Executive remains employed by the Company through the last day of the applicable Performance Period. For the avoidance of doubt, Executive will not be entitled to an Annual Bonus for any Performance Period beginning on or after Executive’s termination of employment for any reason.

Any Annual Bonus will be subject to achievement of the performance goals described herein. In no event will Executive receive any unpaid Annual Bonus in the event Executive’s employment is terminated by the Company for Cause or by Executive (other than for Good Reason as described above).

2. Target Bonus. For each Performance Period, Executive’s target annual bonus (the “Target Bonus”) will be equal to \$2,700,000. Executive is eligible to receive an Annual Bonus from 0% to 140% of the Target Bonus for each Performance Period, based on performance as described below.

3. Performance Components. The Annual Bonus will consist of three components:
 - 50% of the Annual Bonus will be payable based on the Company’s return on average equity (“ROAE”) and such portion of the Annual Bonus, the “ROAE Bonus”).
 - 25% of the Annual Bonus will be payable based on the Company’s three-year average total shareholder return (stock appreciation plus dividends) (“TSR”) and such portion of the Annual Bonus, the “TSR Bonus”) for the three year period beginning on the first day of the applicable Performance Period (the “TSR Measurement Period”).
 - 25% of the Annual Bonus will be payable at the discretion of the Committee (such portion of the Annual Bonus, the “Discretionary Bonus”).

4. Definition of ROAE.

For purposes of the ROAE Bonus: “ROAE” means (i) Company Return, divided by (ii) Company Average Equity, for the 12 month Performance Period.

“Company Return” means net income as determined in accordance with GAAP, but excluding non-cash, non-operating expense items such as depreciation expense, amortization of goodwill and other non-cash, non-operating expense items as determined by the Compensation Committee in its sole discretion for the applicable Performance Period. If, for any portion of any Performance Period, (i) the Company does not use hedge accounting or (ii) its derivative hedging instruments or any portion thereof are otherwise deemed ineffective, which in either case, results in changes in the value of such hedging instruments being recorded in the Company’s GAAP income statement, then any gains or losses from such hedging instruments will also be excluded from the calculation of Company Return.

“Company Average Equity” means the stockholders’ equity of the Company as determined in accordance with GAAP, but excluding accumulated other comprehensive income or loss (which, among other things, reflects unrealized gains or losses in the Company’s residential mortgage-backed securities portfolio), stockholders’ equity attributable to preferred stock and other items as determined by the Compensation Committee in its sole discretion for the applicable Performance Period. For purposes of calculating ROAE, Company Average Equity will be determined based on the average of the Company’s stockholders’ equity calculated as described in the preceding sentence as of the last day of each month during the applicable Performance Period.

5. ROAE Bonus

For each Performance Period, the target amount of the ROAE Bonus will be equal to 50% of the Target Bonus, and Executive will be eligible to receive from 0% to 140% of such target amount of ROAE Bonus.

For purposes of the ROAE Bonus:

- The “ROAE Target” will be the greater of (x) the 2 Year Treasury Rate + 400 basis points or (y) 14%; provided that the ROAE Target will not exceed 16%.
- The “2 Year Treasury Rate” will be calculated as the average of the weekly 2 year Treasury note rates published in the U.S. Federal Reserve H.15 Report for the 52 weeks in the Performance Period.

The following table sets forth the percentage of the ROAE Target payable based on ROAE achieved for the applicable Performance Period:

ROAE Achieved	Percentage of ROAE Target Payable
0% to 10%	0% to 60% by linear interpolation
12%	80%
14%	100%
16%	120%
18%	140%

For ROAE achieved between 10% and 18% but that is not set forth in the above table, between 60% and 140% of the ROAE Target will be payable, determined by linear interpolation.

100% of the ROAE Bonus will be paid in cash between January 1 and March 15 of the year following the last day of the applicable Performance Period.

6. TSR Bonus

For each Performance Period, Executive will be granted a target number of PSUs under the Equity Bonus Plan having an aggregate value on the first day of the Performance Period equal to 25% of the Target Bonus (the “Target PSUs”). Subject to Executive’s continuing employment through the last day of the TSR Measurement Period, between 0% and 140% of the Target PSUs will vest and be paid in common stock of the Company between January 1 and March 15 of the year following the last day of the applicable TSR Measurement Period, in accordance with the following table:

Three-Year Average TSR	Percentage of Target PSUs Vesting and Payable
Less than 10%	0%
10%	60%
12%	80%
14%	100%
16%	120%
18%	140%

For TSR that falls between 10% and 18% but that is not set forth in the above table, the percentage of the Target PSUs that will vest for the applicable TSR Measurement Period will be determined by linear interpolation.

Notwithstanding anything herein to the contrary, upon the consummation of a Change in Control, (i) the percentage of the Target PSUs that would have vested in accordance with the preceding table based on the Company’s actual average TSR from the grant date through the date of such Change in Control will be eligible to vest on the last day of the applicable TSR Measurement Period, subject only to Executive’s continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e) of the Agreement), and (ii) any portion of the Target PSUs that would not have vested in accordance with the preceding table based on the Company’s actual average TSR from the grant date through the date of such Change in Control will be forfeited as of such Change in Control with no compensation due therefor.

7. Discretionary Bonus

For each Performance Period, the target amount of the Discretionary Bonus will be equal to 25% of the Target Bonus, and Executive will be eligible to receive from 0% and 140% of the target amount of such Discretionary Bonus. The amount of the Discretionary Bonus will be determined by the Compensation Committee based upon any factors deemed relevant and appropriate by the Compensation Committee in its sole discretion, as determined within 90 days after commencement of the Performance Period and communicated to Executive, including without limitation, the Company’s relevant stock price and/or TSR relative to its peers, the Company’s leverage strategy relative to business plan and peers, the Company’s other asset management activities and Executive’s individual performance. The achievement of such factors will be considered in evaluating Executive’s performance in respect of any such Discretionary Bonus; provided, however, that the final determination of such Discretionary Bonus, including the amount thereof to be awarded, will be in the sole discretion of the Compensation Committee.

For the 2016 Performance Period, the Discretionary Bonus will be paid 66.7% in cash and 33.3% in restricted stock or RSUs. For the 2017 and 2018 Performance Periods, 100% of the Discretionary Bonus will be paid in restricted stock or RSUs. The restricted stock or RSUs will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e) of the Agreement) and the terms and conditions of the Equity Compensation Plan and the applicable award agreement. Such amounts will be paid and restricted stock or RSUs granted between January 1 and March 15 of the year following the year to which the Discretionary Bonus relates.

8. Dividend Equivalents.

Dividend equivalents will accrue on RSUs and PSUs that become vested hereunder as and when dividends are paid to the Company's shareholders and will be paid to Executive in cash, shares or a combination thereof, as determined by the Committee in its sole discretion, at the time such RSUs or PSUs are settled.

9. Committee Determinations

All determinations with respect to the Annual Bonus, including, without limitation, the amount, if any, that is payable to Executive for each Performance Period, will be made by the Compensation Committee, in good faith and in compliance with this Exhibit A. All such determinations will be final and binding on Executive and the Company.

Exhibit B

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Employment Agreement, dated as of August 5, 2015, (the "Agreement") by and between Choudhary Yarlagadda (the "Executive") and Chimera Investment Corporation (the "Company"), the Executive on behalf of himself and any person or entity claiming by, through, or under him (including without limitation his heirs, executors, administrators, spouse, personal representatives and assigns), releases and discharges the Company and its past, present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, employees, attorneys, agents, benefit plans, and/or owners, and their respective successors and assigns, and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (collectively, the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, attorneys' fees and costs, and demands whatsoever ("Claims") which the Executive (or any person or entity claiming by, through, or under him) have, had, or may have, against the Released Parties or any of them arising at any time from the beginning of the world to the date Executive executes this General Release, whether known or unknown, accrued or unaccrued, contingent or noncontingent. The Claims described in this paragraph include without limitation, (i) any and all Claims relating to the Executive's employment by the Company and the cessation thereof, (ii) any and all Claims for discrimination based on age, sex, race, color, disability status, national origin, religion, or any other protected characteristic, including but not limited to, Claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the New York State and New York City Human Rights Laws, and all state and local analogues of such statutes, each as amended, (iii) any and all Claims under all federal, state, and local statutes, rules, regulations, or ordinances, each as amended, including but not limited to, the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq., the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. §§2101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq., , the New York Labor Laws, the New York Whistleblower Protection Law, the New York Civil Rights Law (N.Y. Civ. Rts. § 1, et seq.), the New York AIDS/HIV confidentiality law (N.Y. Public Health Law §2780), and the New York Equal Pay Law, and (iv) any and all Claims under the common law of any jurisdiction, including but not limited to, breach of contract, defamation, interference with contractual/prospective contractual relations, invasion of privacy, promissory estoppel, negligence, breach of the covenant of good faith and fair dealing, fraud, infliction of emotional distress, and wrongful discharge; provided, however, that the Executive does not release or discharge the Released Parties from any of the Company's obligations to him under the Agreement (including Section 8 (Indemnification) thereof) or any vested benefit the Executive may be due under a tax qualified plan sponsored or maintained by the Company. It is the intention of the Executive that the language relating to the description of Claims in this paragraph will be given the broadest possible interpretation permitted by law. It is understood that nothing in this General Release is to be construed as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive agrees and covenants not to file, initiate, or join any lawsuit (either individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any Claim(s) barred or released by this General Release. If he does so, and the action is found to be barred in whole or in part by this General Release, the Executive agrees to pay the attorneys' fees and costs, or the proportions thereof, incurred by the applicable Released Party in defending against those Claims that are found to be barred by this General Release. Nothing in this General Release precludes the Executive from challenging the validity of this General Release under the requirements of the Age Discrimination in Employment Act, and the Executive will not be responsible for reimbursing the attorneys' fees and costs of the Released Parties in connection with such a challenge to the validity of the release. The Executive, however, acknowledges that this General Release applies to all Claims that he has under the Age Discrimination in Employment Act, and that, unless the release is held to be invalid, all of the Executive's Claims under that Act will be extinguished by execution of this General Release. The Executive further agrees that nothing in this General Release will preclude or prevent the Executive from filing a charge with, providing information to, or cooperating with the U.S. Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission, or other government agency, and the Executive understands that he does not need the prior authorization of any of the Released Parties prior to taking any such action. The Executive will not seek or accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any Claims released in this General Release.

The Executive is hereby advised to consult with counsel before executing this General Release. The Executive may take twenty-one (21) days to consider whether to execute this General Release. The Executive agrees that changes made to this General Release, whether material or immaterial, do not restart the aforementioned twenty-one (21) day period. Upon the Executive's execution of this General Release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company's Corporate Secretary. If seven (7) days pass without receipt of such notice of revocation, this General Release will become binding and effective on the eighth (8th) day after the execution hereof (the "Effective Date").

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

Dated: _____

Exhibit C

[Prior Inventions]

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) by and between Chimera Investment Corporation (the “Company”) and Mohit Marria (“Executive”) is effective as of August 5, 2015 (the “Effective Date”), subject to and contingent upon the execution and effectiveness of that certain Transition Services Agreement by and between Annaly Management Company LLC (“Annaly”) and the Company (the “TSA”), dated on or about the date hereof, and this Agreement will be null and void *ab initio* if the TSA is not executed by the Company and Annaly.

WITNESSETH:

WHEREAS, Executive wishes to be employed by the Company, and the Company wishes to secure the employment of Executive, under the terms and conditions described below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Term of Employment.

(a) The Company hereby employs Executive, and Executive hereby accepts employment with the Company, in the positions and with the duties and responsibilities as set forth in Section 2 below for the Term of Employment (as defined below), subject to the terms and conditions of this Agreement.

(b) The term of employment under this Agreement will commence on the Effective Date and continue until December 31, 2018 (the “Initial Term”), and, prior to a Change in Control only, will be extended for an additional one year period (the “Renewal Term”) on the last day of the Initial Term and on each subsequent anniversary thereof, unless either party provides written notice of nonrenewal to the other party not less than 90 days prior to the last day of the Initial Term or any Renewal Term (the Initial Term together with each Renewal Term, the “Term of Employment”); provided that, upon the consummation of a Change in Control, the Term of Employment will be extended to the second anniversary of such Change in Control; provided, further, that if the last day of the Term of Employment otherwise would occur during a Garden Leave period, the Term of Employment will continue through the end of such Garden Leave. The Term of Employment may also be terminated in accordance with Section 5 hereof.

2. Position; Duties and Responsibilities.

(a) During the Term of Employment, Executive will be employed as the Chief Investment Officer of the Company, reporting directly to the Chief Executive Officer of the Company. Executive will (i) be responsible for, and, along with the Company’s Chief Executive Officer, have authority over, the Company’s investment functions, and (ii) have such other duties and responsibilities as are assigned to him by the Company’s Chief Executive Officer or the Board of Directors of the Company (the “Board of Directors”) (not inconsistent in any significant respect with the duties and responsibilities typically assigned to the chief investment officer of a publicly-traded REIT).

(b) During the Term of Employment, Executive will, without additional compensation, also serve on the board of directors of, serve as an officer of, and/or perform such executive and consulting services for, or on behalf of, such subsidiaries or affiliates of the Company as the Board of Directors may, from time to time, request. For purposes of this Agreement, the term “affiliate” will have the meaning ascribed thereto in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the “Act”).

(c) During the Term of Employment, Executive will serve the Company faithfully, diligently and to the best of his ability and will devote substantially all of his time and efforts to his employment and the performance of his duties under this Agreement. Nothing herein will preclude Executive from engaging in charitable and community affairs and managing his personal, financial and legal affairs, so long as such activities do not materially interfere with his carrying out his duties and responsibilities under this Agreement.

3. Compensation.

(a) Base Salary. During the Term of Employment, Executive will be entitled to receive an annualized base salary (the “Base Salary”) of not less than \$500,000; provided that the Base Salary through December 31, 2015 will be \$300,000. Beginning in 2017, the Compensation Committee of the Board of Directors (the “Compensation Committee”) will review Executive’s Base Salary annually to determine whether increases are appropriate. Any such increased amount will thereafter be Executive’s “Base Salary” for purposes under this Agreement.

(b) Performance Bonus.

(i) For the calendar year ending December 31, 2015, Executive will be paid a guaranteed bonus in the amount of \$1,041,000 (the “2015 Guaranteed Annual Bonus”) and be eligible for an additional discretionary bonus in the amount of \$463,000 (the “2015 Discretionary Annual Bonus” and, with the 2015 Guaranteed Annual Bonus, the “2015 Annual Bonuses”). The 2015 Annual Bonuses will be paid 75% in cash and 25% in the form of restricted stock or restricted stock units (“RSUs”). The restricted stock or RSUs will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive’s continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e)). The restricted stock will be subject to the terms of the applicable award agreement and the Company’s equity compensation plan (the “Equity Compensation Plan”). Executive must be employed on December 31, 2015 to receive the 2015 Annual Bonuses. The 2015 Annual Bonuses will be paid, and restricted stock or RSUs issued, as applicable, between January 1, 2016 and March 15, 2016.

(ii) Commencing on January 1, 2016 and during the Term of Employment until December 31, 2018, Executive will be eligible to receive an annual bonus according to the terms set forth on the attached Exhibit A. The Compensation Committee will make all determinations with respect to the annual bonus in good faith and consistent with the attached Exhibit A. Thereafter, Executive’s performance compensation will be determined by the Compensation Committee of the Board of Directors in its sole discretion, but in consultation with Executive.

(iii) The annual bonus will be paid in a combination of cash and restricted stock, restricted stock units (“RSUs”) or performance stock units (“PSUs”) granted under the Equity Compensation Plan, not inconsistent with any of the specific terms of this Agreement relating to PSUs, as set forth on Exhibit A between January 1 and March 15 of the year following the end of the performance period.

(c) 2015 Long-Term Incentive Stock Award. On or about February 15, 2016 but no later than March 15, 2016, the Company will grant Executive restricted stock or RSUs having a grant fair market value of \$347,000 that will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive’s continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e)), and will be subject to the terms and conditions of the Equity Compensation Plan and the applicable award agreement (the “2015 Equity Award”).

(d) Stock Ownership Requirements. All shares of the Company stock distributed to Executive by the Company will be subject to the stock ownership guidelines in effect for executives from time to time, as determined by the Board of Directors. Unless the stock ownership guidelines provide otherwise, vested shares of equity grants cannot be transferred or sold during Executive's employment by the Company until the value of Executive's stock holdings in the Company (including shares of restricted stock) exceeds three times Executive's Base Salary; and following the termination of Executive's employment with the Company, vested shares of equity grants may not be sold or transferred to the extent the value of Executive's stock holdings does not exceed five times Executive's Base Salary as of the date of Executive's termination of employment (provided, however, that this sentence will no longer apply following the six-month anniversary of Executive's termination of employment). Notwithstanding the foregoing, the restrictions of this subsection (d) will not prevent Executive from selling or directing the withholding of shares of the Company stock in accordance with and subject to Section 20 to satisfy income tax and employment tax obligations relating to the vesting and settlement of the equity grants to which the shares relate.

4. Employee Benefit Programs and Fringe Benefits. During the Term of Employment, Executive will be entitled to five weeks of vacation per fiscal year and will be eligible to participate in all executive incentive and employee benefit programs of the Company now or hereafter made available to the Company's senior executives or salaried employees generally, as such programs may be in effect from time to time. The Company will reimburse Executive for any and all necessary, customary and usual business expenses incurred by Executive in connection with his employment in accordance with applicable the Company policies.

5. Termination of Employment.

(a) Termination Due to Death or Disability. If Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below. In addition (subject to compliance with the requirements of Section 5(i) and Section 7 in the event of Disability):

(i) Executive will receive any earned and unpaid Annual Bonus (as defined in Exhibit A) for the Performance Period (as defined in Exhibit A) immediately preceding Executive's date of termination if Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, and such termination occurs on or after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A;

(ii) In the event Executive's employment is terminated during the Term of Employment by reason of Executive's Disability, the Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(iii) Whether or not such termination of employment due to death or Disability occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive in connection with an Annual Bonus that vests solely on the basis of continued employment will vest in full;

(iv) For any termination due to death or Disability, whether or not such termination of employment occurs during the Term of Employment, the vesting of the 2015 Equity Award will be fully accelerated as of the date of such termination of employment and be settled within 60 days following the date of such termination; and

(v) Solely in the case of a termination of Executive's employment by reason of Executive's Disability, whether or not such termination of employment occurs during the Term of Employment, Executive's outstanding PSUs previously granted in connection with the TSR Bonus (as defined in Exhibit A) will continue to be eligible to vest subject to the achievement by the Company of the applicable performance goals in accordance with the terms and conditions of the Plan and the applicable award agreement as though such termination of employment had not occurred.

(b) Termination By the Company Without Cause or By Executive for Good Reason Other Than Within 24 Months Following a Change in Control. In the event Executive's employment is terminated during the Term of Employment by the Company without Cause or by Executive for Good Reason (other than for death or Disability, as described in Section 5(a)) occurring other than within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) Executive will be entitled to a cash amount (the "Severance Amount") equal to one times the sum of (1) his then current Base Salary and (2) the average of the Annual Bonuses (as defined in Exhibit A) paid to Executive by the Company for the three (or fewer) calendar years preceding such termination (the "Average Bonus"); provided that, in the case of a termination occurring prior to the payment of the 2015 Annual Bonuses, the Average Bonus will be deemed to equal \$1,504,000. The Severance Amount will be paid in 12 equal monthly installments commencing within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive as part of his Annual Bonus other than the PSUs granted in connection with the TSR Bonus will, to the extent not already vested, immediately vest;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding PSUs previously granted in connection with the TSR Bonus will continue to be eligible to vest subject to the achievement by the Company of the applicable performance goals in accordance with the terms and conditions of the Plan and the applicable award agreement as though such termination of employment had not occurred;

(iv) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, the vesting of the 2015 Equity Award will be fully accelerated as of the date of such termination of employment;

(v) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 12 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(vi) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any earned and unpaid Annual Bonus for the Performance Period immediately preceding Executive's date of termination if Executive's termination date occurs after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A; and

(vii) Executive will receive a pro-rata portion of the ROAE Bonus and the Discretionary Bonus (as such terms are defined in Exhibit A) that Executive would have earned for the year of termination based on the Company's ROAE and other applicable performance metrics for such year, payable at the time such ROAE Bonus and Discretionary Bonus would have been paid to Executive for such year absent such termination but no later than March 15 of the immediately following year.

The parties agree that a termination of Executive's employment pursuant to this Section 5(b), Section 5(c) or Section 5(d) below will not be a breach of this Agreement and does not relieve either party of its/his other obligations hereunder.

(c) Termination by the Company for Cause or Voluntary Termination by Executive. In the event that at any time during the Term of Employment Executive's employment is terminated by the Company for Cause or by Executive other than for Good Reason, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f).

(d) Garden Leave. Executive will provide a Notice of Termination to the Company no less than 90 days prior to any termination of Executive's employment (whether for Good Reason or without Good Reason) during the Term of Employment, other than a termination during the period described in Section 5(e), and the Company will provide a Notice of Termination to Executive no less than 90 days prior to any termination of Executive's employment for Cause or without Cause during the Term of Employment, other than a termination during the period described in Section 5(e); provided that the Company may elect to terminate the Garden Leave (as defined below) and Executive's employment at any time during the Garden Leave if Executive is terminated for Cause. During this 90-day notice period (the "Garden Leave"), Executive will (i) continue to be an employee of the Company and will make himself available to provide such services directed by the Company that are reasonably consistent with Executive's status as a senior executive of the Company and (ii) continue to be paid his Base Salary and to be eligible to participate in the Company's benefits programs, but will not be eligible to earn any annual bonus with respect to a calendar year that ends after the commencement of the Garden Leave. During the Garden Leave, the Company may require Executive to resign from any position with the Company and/or remove any or all of Executive's duties or responsibilities, which will not constitute Good Reason or otherwise be a violation of this Agreement. Executive agrees that he will not commence employment with any entity during or in connection with the commencement of the Garden Leave. During the Garden Leave, Executive will take all steps reasonably requested by the Company to effect a successful transition of client and customer relationships to the person or persons designated by the Company. Notwithstanding the foregoing, the Company in its sole discretion may waive all or any portion of the 90-day notice requirement by providing written notice to Executive accelerating the last day of the Garden Leave period; provided that the Company's exercise of its right to waive all or any portion of the 90-day notice requirement and accelerate the last day of the Garden Leave period will not be treated as a termination of Executive's employment by the Company without Cause or as giving Executive any basis for terminating his employment for Good Reason.

(e) Termination Related to Change in Control. In the event of the termination of Executive's employment during the Term of Employment by the Company other than for Cause or Executive's resignation of his employment for Good Reason (other than for Disability, as described in Section 5(a)) within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) The Company will immediately pay to Executive in a lump sum, but in all events within 60 days following the date of termination, a cash payment equal to the Severance Amount;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, all of Executive's outstanding restricted stock, RSUs and stock options previously granted, including, without limitation, the 2015 Equity Award, will immediately vest in full, any dividend equivalents associated with any such equity award will continue to be payable according to the terms of the applicable grant agreement, any such RSUs will be settled within 60 days after the date of such termination of employment, and any such options will remain exercisable until the earlier of (a) 90 days following the date of such termination or (b) the date on which each such option would have expired had Executive's employment not terminated;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, the portion of Executive's outstanding PSUs previously granted in connection with a TSR Bonus that, as provided in Exhibit A, became eligible to vest solely on the basis of continued employment following such Change in Control will vest and be settled within 60 days after the date of such termination of employment;

(iv) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(v) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any earned and unpaid Annual Bonus for the Performance Period immediately preceding Executive's date of termination if Executive's termination date occurs after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A; and

(vi) Executive will receive a pro-rata portion of the ROAE Bonus and the Discretionary Bonus (as such terms are defined in Exhibit A) that Executive would have earned for the year of termination based on the Company's ROAE and other applicable performance metrics for such year, payable at the time such ROAE Bonus and Discretionary Bonus would have been paid to Executive for such year absent such termination but no later than March 15 of the immediately following year.

(f) Other Payments. Upon the termination of Executive's employment during the Term of Employment, in addition to the amounts payable under any Section above, Executive will be entitled to receive the following:

(i) any earned but unpaid portion of the Base Salary and accrued unused vacation;

(ii) any vested deferred compensation (including any interest accrued on or appreciation in value of such deferred amounts) in accordance with the applicable plan documents;

(iii) reimbursement for reasonable business expenses incurred but not yet reimbursed by the Company in accordance with the Company's expense reimbursement policy, as in effect from time to time; and

(iv) any other benefits to which Executive or his legal representative may be entitled under all applicable plans and programs of the Company, as provided in Section 4 above.

(g) Payments Subject to Section 409A and Other Applicable Law .

(i) The Company and Executive intend that this Agreement will be interpreted and administered so that any amount or benefit payable hereunder will be paid or provided in a manner that is either exempt from or compliant with Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and Internal Revenue Service guidance promulgated thereunder (“Section 409A”).

(ii) Notwithstanding anything herein to the contrary, Executive will not be entitled to any payment pursuant to this Section 5 prior to the earliest date permitted under Section 409A of the Code, and applicable Treasury regulations thereunder. To the extent any payment pursuant to this Section 5 is required to be delayed six months pursuant to the special rules of Section 409A of the Code related to “specified employees,” each affected payment will be delayed until six months after Executive’s termination of employment, and, unless provided otherwise, with the first such payment being a lump sum equal to the aggregate payments Executive would have received during such six-month period if no payment delay had been imposed. Any payments or distributions delayed in accordance with the prior sentence will be paid to Executive on the first day of the seventh month following Executive’s termination of employment or, if earlier, within ten days following the date of Executive’s death.

(iii) Notwithstanding any other provision contained herein, to the extent any payments or distributions due to Executive upon termination of his employment under this Agreement are subject to Section 409A of the Code (i) a termination of Executive’s employment will be interpreted in a manner that is consistent with the definition of a “separation from service” under Section 409A of the Code and the applicable Treasury regulations thereunder and (ii) all such payments will be treated as a series of separate payments for purposes of Section 409A of the Code.

(iv) If Executive is entitled to any reimbursement of expenses or in-kind benefits that are includable in Executive’s federal gross taxable income, the amount of such expenses reimbursable or in-kind benefits provided in any one calendar year will not affect the expenses eligible for reimbursement or the in-kind benefits to be provided in any other calendar year. Executive’s right to reimbursement of expenses or in-kind benefits under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) None of the Company, its affiliates or their respective directors, officers, employees or advisors will be held liable for any taxes, interest or other amounts owed by Executive as a result of the application of Section 409A or otherwise.

(h) No Mitigation; No Offset. In the event of any termination of Executive’s employment under this Agreement, he will be under no obligation to seek other employment or otherwise in any way to mitigate the amount of any payment provided for in this Section 5, and there will be no offset against amounts due him under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Release. The Company’s obligation to make any payment or provide any benefit pursuant to this Section 5 (other than pursuant to Sections 5(f) above) will be contingent upon, and is the consideration for, (A) Executive executing and delivering to the Company, within 45 days after termination of his employment, a general release (the “Release”), substantially in the form annexed hereto as Exhibit B, and (B) such release becoming irrevocable in accordance with its terms. In the event that the 45-day period referred to in the immediately preceding sentence spans two calendar years, any payments that, but for this sentence, would have been made hereunder during the first such calendar year will be delayed and paid to Executive on the first regular payroll date of the Company in such second calendar year, with any subsequent payments to be made as if no such delay had occurred.

(j) Parachute Payments .

(i) Notwithstanding any other provisions of this Agreement to the contrary, in the event that it will be determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Payments”), would constitute an “excess parachute payment” within the meaning of Section 280G of the Code, the Company will reduce (but not below zero) the aggregate present value of the Payments under the Agreement to the Reduced Amount (as defined below), if reducing the Payments under this Agreement will provide Executive with a greater net after-tax amount than would be the case if no such reduction was made. To the extent such Payments are required to be so reduced, the Payments due to Executive will be reduced in the following order, unless otherwise agreed and such agreement is in compliance with Section 409A of the Code: (i) Payments that are payable in cash, with amounts that are payable last reduced first; (ii) Payments due in respect of any equity or equity derivatives included at their full value under Section 280G (rather than their accelerated value); (iii) Payments due in respect of any equity or equity derivatives valued at accelerated value under Section 280G, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); and (iv) all other non-cash benefits. The Payments will be reduced as described in the preceding sentence only if (A) the net amount of the Payments, as so reduced (and after subtracting the net amount of federal, state and local income and payroll taxes on the reduced Payments), is greater than or equal to (B) the net amount of the Payments without such reduction (but after subtracting the net amount of federal, state and local income and payroll taxes on the Payments and the amount of Excise Tax (as defined below) to which Executive would be subject with respect to the unreduced Payments).

(ii) The “Reduced Amount” will be an amount expressed in present value that maximizes the aggregate present value of Payments under this Agreement or otherwise without causing any Payment under this Agreement to be subject to the Excise Tax, determined in accordance with Section 280G(d) (4) of the Code. The term “Excise Tax” means the excise tax imposed under Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(iii) All determinations to be made under this Section 5(j) will be made by an independent registered public accounting firm or consulting firm selected by the Company immediately prior to a change in control, which will provide its determinations and any supporting calculations both to the Company and Executive within ten days of the change in control. Any such determination by such firm will be binding upon the Company and Executive. All fees and expenses of the accounting or consulting firm in performing the determinations referred to in this Section 5(j) will be borne solely by the Company.

(k) Resignation from Positions. Upon termination of Executive’s employment with the Company for any reason, Executive will be deemed to have resigned with immediate effect from any position he then holds as an officer, director or fiduciary of the Company or any Company-related entity. In furtherance of the foregoing, Executive will execute and deliver to the Company any letters, documents and other instruments necessary or appropriate to effect such resignation.

(l) For the avoidance of doubt, Executive will not be entitled to any payments or benefits under Section 5(e) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(b), and Executive will not be entitled to and payments or benefits under Section 5(b) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(e).

(m) Termination by the Company Without Cause After Expiration of the Term of Employment Following Delivery of Notice of Nonrenewal of the Term of Employment By the Company. If the Company provides Executive written notice of nonrenewal of the Term of Employment in accordance with Section 1(b) and the Company terminates Executive’s employment without Cause after the last day of the Term of Employment, then, if the requirements of Section 5(i) are met and subject to Executive’s continued compliance with Section 7, the Company will, in addition to providing the benefits set forth in Sections 5(b)(ii), (iii), (iv) and (vi), continue to pay Executive the Base Salary for a period of one year following his termination date in accordance with the Company’s regular payroll practices. Such Base Salary continuation payments will commence within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement.

6. Definitions. For purposes of this Agreement, the following terms will be defined as set forth below:

(a) “Cause” means Executive’s (i) conviction, or entry of a guilty plea or a plea of nolo contendere with respect to, a felony, a crime of moral turpitude or any crime committed against the Company, other than traffic violations; (ii) engagement in willful misconduct, gross negligence, or fraud, embezzlement or misappropriation relating to significant amounts, in each case in connection with the performance of his duties under this Agreement; (iii) willful failure to adhere to the lawful directions of the Board of Directors that are reasonably consistent with his duties and position provided for herein; (iv) breach in any material respect of any of the provisions of Section 7 of this Agreement; (v) chronic or persistent substance abuse that materially and adversely affects his performance of his duties under this Agreement or (vi) breach in any material respect of the terms and provisions of this Agreement resulting in material and demonstrable economic injury to the Company. No act or omission to act by Executive will be “willful” if conducted in good faith or with a reasonable belief that such act or omission was in the best interests of the Company. Notwithstanding the foregoing, (a) Executive will be given written notice of any action or failure to act that is alleged to constitute Cause (a “Default”), and an opportunity for 20 business days from the date of such notice in which to cure such Default, such period to be subject to extension in the discretion of the Board of Directors and (b) regardless of whether Executive is able to cure any Default, Executive will not be deemed to have been terminated for Cause without (I) reasonable prior written notice to Executive setting forth the reasons for the decision to terminate Executive for Cause, (II) an opportunity for Executive, together with his counsel, to be heard by the Board of Directors and (III) delivery to Executive of a Notice of Termination approved by the Board of Directors, stating its good faith opinion that Executive has engaged in actions or conduct described in the preceding sentence, which notice specifies the particulars of such action or conduct in reasonable detail; provided, however, the Company may suspend Executive with pay until such time as his right to appear before the Board of Directors, as the case may be, has been exercised, so long as such appearance is within two weeks of the date of suspension.

(b) “Change in Control” means the occurrence of any one of the following events to the extent such event also constitutes a “change in control event” for purposes of Section 409A of the Code:

(i) any “person,” as such term is used in Sections 13(d) and 14(d) of the Act (other than the Company, any of its affiliates or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its affiliates) together with all affiliates and “associates” (as such term is defined in Rule 12b-2 under the Act) of such person, will become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company’s then outstanding securities having the right to vote in an election of the Board of Directors (“voting securities”) (other than as a result of an acquisition of securities directly from the Company); or

(ii) persons who, as of the effective date of this Agreement, constitute the Company’s Board of Directors (the “Incumbent Directors”) cease for any reason, including, without limitation, as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board of Directors, provided that any person becoming a Director of the Company subsequent to the effective date whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors will, for purposes of this Agreement, be considered an Incumbent Director; or

(iii) there will occur (A) any consolidation or merger of the Company or any subsidiary where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate 60% or more of the voting securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), (B) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company (other than to an entity 60% or more owned by the shareholders of the Company) or (C) any liquidation or dissolution of the Company.

Notwithstanding the foregoing, a “Change in Control” will not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of Shares or other voting securities outstanding, increases the proportionate voting power represented by the voting securities beneficially owned by any person to 40% or more of the combined voting power of all then outstanding voting securities.

(c) “Code” means the Internal Revenue Code of 1986, as amended.

(d) “Disability” means Executive’s inability for a period of six consecutive months, to render substantially the services provided for in this Agreement by reason of mental or physical disability, whether resulting from illness, accident or otherwise, other than by reason of chronic or persistent abuse of any substance (such as narcotics or alcohol), provided that a Disability for purposes of Section 5(a) will qualify as a Disability under Section 409A of the Code. Notwithstanding the foregoing, no circumstances or condition will constitute a Disability to the extent that, if it were, a 20% tax would be imposed under Section 409A of the Code; provided that, in such a case, the event or condition will continue to constitute a Disability to the maximum extent possible (e.g., if applicable, in respect of vesting without an acceleration of distribution) without causing the imposition of such 20% tax. In addition, nothing herein will limit or restrict the payment of any amount subject to Section 409A of the Code upon an otherwise permitted payment event under Section 409A of the Code, including upon a separation from service.

(e) “Good Reason” means:

- (i) a material diminution in Executive’s title, duties or responsibilities;
- (ii) relocation of Executive’s place of employment without his consent outside the New York City metropolitan area or, following a Change in Control, outside of the Borough of Manhattan;
- (iii) the failure of the Company to pay within 30 business days any material payment or benefits due from the Company;
- (iv) the material failure by the Company to honor any of its material obligations to Executive.

For Good Reason to exist, Executive must provide written notice of an event purportedly constituting Good Reason within 90 days of its occurrence, the Company must have failed to cure such event within 30 days following such notice and Executive must provide written notice of his decision to terminate employment, such notice to be provided within 15 days following the expiration of such cure period. The effective date of such termination will be the end of the period of Garden Leave.

(f) “Notice of Termination” means the written notice of termination of Executive’s employment delivered by, as applicable, Executive or the Company.

7. Covenants .

(a) Confidentiality Restrictions. Executive agrees at all times during the term of his employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company (while employed by the Company), or to disclose to any person, firm or corporation without advance written authorization of the Board of Directors, except as necessary for Executive to discharge his duties hereunder, any Confidential Information of the Company. Executive understands and acknowledges that “Confidential Information” includes, without limitation: client or customer lists, identities, contacts, business and financial information; investment strategies; pricing information or policies, fees or commission arrangements of the Company; marketing plans, projections, presentations or strategies of the Company; financial and budget information of the Company; personnel information, personnel lists, resumes, personnel data, organizational structure, compensation and performance evaluations; information regarding the existence or terms of any agreement or relationship between the Company and any other party; and any other information of whatever nature, which gives to the Company an opportunity to obtain an advantage over its competitors who or which do not have access to such information. Executive understands and acknowledges that Confidential Information developed by him, during the term of his employment by the Company, will be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to Executive in the first instance. Executive further understands and acknowledges that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Executive or of others who were under confidentiality obligations as to the item or items involved. In the event that Executive is required by law to disclose any Confidential Information, Executive agrees to give the Company prompt advance written notice thereof and to provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

(b) Former Employer Information. Executive agrees that he will not, during and in connection with his employment with the Company, use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. Executive also acknowledges that he is free from any conflicts from previous employment contracts or agreements with all previous employers, and he is available for employment by the Company with no legal encumbrances and agrees to hold the Company harmless from any lawsuits arising from his previous employment.

(c) Third Party Information. Executive recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. Executive agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for the Company consistent with the Company’s agreement with such third party.

(d) No Public Statements. Executive agrees that he will not, without the Company’s prior written consent, discuss with the media (which includes any national or local newspaper, magazine, radio and/or television station) any matter related to the Company.

(e) Mutual Non-Disparagement. Executive acknowledges that any disparaging comments by him against the Company are likely to substantially depreciate the business reputation of the Company. Executive agrees to act in good faith so as not to harm the business reputation of the Company in any way. Executive further agrees that he will not directly or indirectly defame, disparage, or publicly criticize the services, business, integrity, veracity or reputation of the Company or its owners, officers, directors, or employees in any forum or through any medium of communication. The Company agrees that it will not, directly or indirectly, through its executive officers or directors, defame, disparage, or publicly criticize the integrity, veracity or reputation of Executive. Nothing in this Agreement will preclude Executive or the Company and its executive officers and directors from supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process.

(f) Restrictive Covenants .

(i) Conflicting Employment. Executive agrees that, during the term of his employment with the Company, he will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of his employment, nor will he engage in any other activities that would or may conflict with his obligations or responsibilities to the Company.

(ii) Returning Company Documents and Property. Executive agrees that, at the time of leaving the employ of the Company or at any other time at the Company's request, he will deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, Confidential Information, other documents or property, or reproductions of any aforementioned items developed by him pursuant to his employment with the Company or otherwise belonging to the Company, its successors or assigns. To the extent Executive has retained any the Company property or Confidential Information on any electronic or computer equipment belonging to him or under his control, Executive agrees to so advise the Company and to follow the Company's instructions in permanently deleting all such property or Confidential Information and all copies, including without limitation allowing the Company access to such equipment for purposes of permanently deleting all such property or Confidential Information. In the event of the termination of Executive's employment for any reason, Executive agrees to sign and deliver the "Termination Certification" attached to the Company's Employee Handbook and provide such other written assurances of his compliance with this Agreement as may be requested by the Company.

(iii) Notification to New Employer. During Executive's employment and for a period of twelve (12) months immediately following the termination of his employment with the Company, Executive will advise the Company of any new employer of his, or any other person or entity for whom he may perform services, within three (3) days after accepting an offer to work for such employer or other person or entity. Executive hereby agrees to notify, and grant consent to notification by the Company to, any new employer, or other person or entity for whom he may perform services, of his obligations under this Agreement.

(iv) Solicitation of Employees. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly, for himself or for any other person or entity:

- (1) solicit, induce, recruit or encourage any of the Company's employees, consultants, independent contractors or any person who provides services to the Company to terminate or reduce their employment or other relationship with the Company,
- (2) hire any individual who is (or was within the six (6) months immediately preceding such hiring) an employee, exclusive consultant, or exclusive independent contractor of the Company, or
- (3) attempt to do any of the foregoing.

(v) Solicitation of Customers. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly (i) solicit, entice, or induce any Customer for the purpose of providing, or provide, products or services that are competitive with the products or services provided by the Company, or (ii) solicit, entice, or induce any Customer to terminate or reduce its business with (or refrain from increasing its business with) the Company. As used in this subsection (f)(v) of Section 7, "Customer" means any person or entity to which the Company provided products or services (or was invested in products offered by the Company), and with which Executive had contact on behalf of the Company, within the last twelve (12) months of his employment with the Company.

(vi) Noncompetition. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly:

- (1) have any ownership interest in, or participate in the financing, operation, management or control of, any Competitor; or
- (2) engage in or perform services (whether as an employee, consultant, proprietor, partner, director or otherwise) for any Competitor, if such services either (i) are the same as or similar to (individually or in the aggregate) the services Executive performed for the Company during his employment with the Company, or (ii) are performed with respect to products or services of the Competitor that are competitive with the products or services provided by the Company with which Executive was involved during his employment with the Company or about which he received Confidential Information during his employment with the Company.

(vii) As used in subsection (f)(vi) of Section 7, “Competitor” means any mortgage REIT (i) any mortgage REIT, (ii) any entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities, or (iii) any entity that manages or advises (including any external advisor) either a mortgage REIT or an entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities. The scope of the covenant set forth in subsection (f)(vi) of Section 7 will be within or with respect to the United States and any other country in which the Company is engaged in business. Executive acknowledges that the Company’s technology and products have worldwide application, including without limitation over the Internet and that such geographic scope is therefore reasonable. It is agreed that ownership of no more than 2% of the outstanding voting stock of a publicly traded corporation will not constitute a violation of subsection (f)(vi) of Section 7.

(viii) Corporate Opportunities. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, Executive will not use opportunities discovered in the course of his employment for his own personal gain or benefit. For example, if, in Executive’s capacity as a the Company employee, Executive is approached about or otherwise become aware of a potential investment or other business transaction that may be appropriate for the Company, Executive will not take that opportunity for himself, or share or disclose it to any third party, but rather Executive will bring it to the attention of his manager or other appropriate the Company personnel.

(g) Cooperation with Respect to Litigation. During the Term of Employment and at all times thereafter, Executive agrees to give prompt written notice to the Company of any claim against the Company after becoming aware of such claim and (to the extent reasonably requested by the Company) to reasonably cooperate, in good faith and to the best of his ability, with the Company in connection with any and all pending, potential or future claims, investigations or actions which directly or indirectly relate to any action, event or activity about which Executive may have knowledge in connection with or as a result of his employment by the Company. Such cooperation will include all assistance that the Company, its counsel or representatives may reasonably request, including reviewing documents, meeting with counsel, providing factual information and material, and appearing or testifying as a witness; provided, however, that the Company will promptly reimburse Executive for all reasonable expenses, including travel, lodging and meals, incurred by him in fulfilling his obligations under this Section 7(g) and, except as may be required by law or by court order, should Executive then be employed by an entity other than the Company, such cooperation will not materially interfere with Executive’s then current employment.

(h) Remedies.

(i) Executive acknowledges and agrees that the restrictions set forth in this Agreement are critical and necessary to protect the Company's legitimate business interests; are reasonably drawn to this end with respect to duration, scope, and otherwise; are not unduly burdensome; are not injurious to the public interest; and are supported by adequate consideration. Executive agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the restrictions set forth herein. Accordingly, Executive agrees that if he breaches or threatens to breach any of such restrictions, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Executive further agrees that no bond or other security will be required in obtaining such equitable relief and he hereby consents to the issuance of such injunction and to the ordering of specific performance. Executive further acknowledges and agrees that (i) any claim he may have against the Company, whether under this Agreement or otherwise, will not be a defense to enforcement of the restrictions set forth in this Agreement, (ii) the circumstances of his termination of employment with the Company will have no impact on his obligations under this Agreement, and (iii) this Agreement is enforceable by the Company, and its subsidiaries, affiliates, successors and assigns.

(ii) Executive, and the Company, agree and intend that Executive's obligations under this Agreement (to the extent not perpetual) be tolled during any period that Executive is in breach of any of the obligations under this Agreement, so that the Company is provided with the full benefit of the restrictive periods set forth herein.

(iii) Executive also agrees that, in addition to any other remedies available to the Company and notwithstanding any provision of this Agreement to the contrary, in the event Executive breaches in any material respect any of his obligations under this Section 7, the Company may immediately cease all payments under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, all equity-based awards granted under this Agreement may be immediately forfeited, and the Company may require that Executive repay any after-tax amounts previously paid to Executive under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, and any stock delivered or other amounts paid (each on an after-tax basis) with respect to any equity-based awards granted under this Agreement.

(iv) Executive and the Company further agree that, in the event that any provision of this Section 7 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision will be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Executive further covenants that Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 7 and that Executive will reimburse the Company and its affiliates for all costs (including reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Section 7 if either the Company and/or its affiliates prevails on any material issue involved in such dispute or if Executive challenges the reasonableness or enforceability of any of the provisions of this Section 7, it being understood that Executive will not be considered to have challenged the enforceability of this Section 7 by arguing that his conduct did not, in fact, violate the terms of this Section 7. It is also agreed that each of the Company's affiliates will have the right to enforce all of Executive's obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 7.

8. Indemnification. The Company will indemnify Executive to the fullest extent permitted by Maryland law as amended from time to time in connection with Executive's duties with the Company, against all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement) actually and reasonably incurred by Executive in connection with an action, suit or proceeding. Expenses incurred by Executive if Executive is a party to a proceeding to which this Section may be applicable will be paid or reimbursed by the Company in advance of the final disposition of the proceeding upon receipt by the Company of (i) a written affirmation of Executive's good faith belief that Executive is entitled to indemnification by the Company pursuant to this Section with respect to such expenses and proceeding, and (ii) a written undertaking by Executive, or on Executive's behalf, to and in favor of the Company, wherein Executive agrees to repay the amount if Executive is determined not to have been entitled to indemnification under this Section. While Executive is an officer of the Company, and for six years thereafter, the Company (or any successor thereto) will provide comprehensive coverage under its officers and directors insurance policy (or policies) on substantially the same terms and levels that it provides to its senior executive officers, at the Company's sole cost.

9. Clawback Policy. Executive agrees that all bonuses, equity compensation and other incentive compensation provided by the Company will be subject to any applicable clawback policy implemented by the Board of Directors from time to time.

10. Inventions

(i) Inventions Retained and Licensed. Executive has attached hereto, as Exhibit C, a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by Executive prior to his employment with the Company (collectively referred to as "Prior Inventions"), which relate to the Company's proposed business, products or research and development and which are not assigned to the Company hereunder. If disclosure of any such Prior Invention would cause Executive to violate any prior confidentiality agreement, Executive understands and acknowledges that he is not to list such Prior Inventions in Exhibit B but will only disclose a cursory name for each such invention and the fact that full disclosure as to such inventions has not been made for that reason. In Exhibit C, Executive has also indicated which Prior Inventions were made in connection with his employment with Annaly Capital Management Inc. Annaly Capital Management Inc. hereby consents to Executive's disclosure and use of such Prior Inventions for purposes of his employment with the Company. If there are no such Prior Inventions indicated on Exhibit C, Executive represents that there are no such Prior Inventions. If in the course of Executive's employment with the Company, Executive incorporates into any the Company product, service or process a Prior Invention, the Company is hereby granted and will have a nonexclusive, royalty-free, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(ii) Assignment of Inventions. Executive acknowledges that, during the term of his employment by the Company, Executive may be expected to undertake creative work, either alone or jointly with others, which may lead to inventions, ideas, original works of authorship, developments, concepts, improvements, trade secrets or other intellectual property rights, in each case, whether or not patentable or registrable under patent, copyright or similar laws and including, in each case, tangible embodiment of any of the foregoing ("Inventions"). Executive hereby agrees that all Inventions created during the term of his employment and that is related to the actual or prospective business of the Company or result from work performed by Executive for the Company (whether or not on the Company's premises or using the Company's equipment and materials or during regular business hours) ("Company Inventions") will be a work-for-hire and will be the sole and exclusive property of the Company and, to the extent such Company Inventions are not a work-for-hire, Executive hereby assigns to the Company Investment Corporation all of his right, title and interest in and to any and all such Company Inventions. In addition, any Inventions created within three years after the termination of Executive's employment by the Company which are based upon or derived from Confidential Information or Company Inventions will be the sole and exclusive property of the Company and Executive hereby assigns to the Company all of his right, title and interest in and to any and all such Company Inventions. Nothing in the preceding sentence will be construed to limit Executive's obligations under Section 10 of this Agreement.

(iii) Maintenance of Records. Executive agrees to keep and maintain adequate and current written records of all Company Inventions made by Executive (solely or jointly with others) during the term of Executive's employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(iv) Further Assistance. Executive agrees to assist the Company, or its designee, at the Company's or its designee's expense, in every proper way to secure Company's rights, or its designee's rights, in the Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company, or its designee, of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company, or its designee, will deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, or its designee, the sole and exclusive rights, title and interest in and to such Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Executive further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers will continue after the termination of this Agreement. If the Company, or its designee, is unable because of Executive's mental or physical incapacity or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign patents, copyright registrations or other registrations covering Company Inventions, then Executive hereby irrevocably designates and appoints the Company, or its designee, and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stand to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by him. Executive understands and acknowledges that this appointment is coupled with an interest and survives his death or incompetence.

(v) Moral Rights. To the extent not assignable, Executive hereby waives, to the extent permitted by applicable law, any and all claims he may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Company Inventions.

(vi) No License. Executive understands and acknowledges that this Agreement does not, and will not be construed to grant him any license or right of any nature with respect to any Company Inventions or Confidential Information.

(vii) Application. Executive agrees that the provisions of subsections (j) of this Section 10 will apply with respect to any and all Inventions, whether created during services to the Company or any predecessor entity, or during any pre-organization period. Executive acknowledges that the Company and its future investors will rely on this representation.

11. Assignability; Binding Nature. This Agreement will inure to the benefit of the Company and Executive and their respective successors, heirs (in the case of Executive) and assigns. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that any such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. This Agreement will not be assignable by Executive; provided however that, in the event of Executive's death or a judicial determination of his incapacity, references to Executive in this Agreement will be deemed, as appropriate, to be references to his heirs, executor(s) or other legal representative(s).

12. Representation. The Company and Executive each represent and warrant that it or he is fully authorized and empowered to enter into this Agreement and that its entering into this Agreement and the performance of its or his obligations under this Agreement will not violate any agreement between to which it or he is a party.

13. Entire Agreement; Inconsistency. This Agreement contains the entire agreement between the Company and Executive concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between them with respect thereto. In the event of any inconsistency between this Agreement and any other plan, program, practice or agreement in which Executive is a participant or a party, whether applicable on the date of this Agreement or at any time thereafter, this Agreement will control unless, with Executive's prior written consent, such other plan, program, practice or agreement specifically refers to this Agreement as not so controlling.

14. Amendment or Waiver. This Agreement can only be changed, modified or amended in a writing that is signed by both Executive and the Company and that specifically identifies the provision(s) of this Agreement that are being changed, modified or amended. No waiver by either the Company or Executive at any time of any breach by the other party of any condition or provision of this Agreement will be deemed a waiver of a similar or dissimilar condition or provision at the same or at any prior or subsequent time. Any waiver must be in writing and signed by Executive or the Board of Directors, as the case may be.

15. Severability. In the event that any provision or portion of this Agreement will be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law.

16. Reasonableness. To the extent that any provision or portion of this Agreement is determined to be unenforceable by a court of law or equity, that provision or portion of this Agreement will nevertheless be enforceable to the extent that such court determines is reasonable.

17. Survivorship. The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations. For the avoidance of doubt, the covenants in Section 7 and the indemnification and insurance provisions of Section 8 of this Agreement will survive any termination or expiration of this Agreement and termination of Executive's employment for any reason.

18. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto will be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions), other than rights and obligations (and related claims and disputes) pursuant to Section 8 (Indemnification) which will be governed by Maryland law. Each of the parties agrees that any dispute between the parties will be resolved only in the courts of the State of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits for himself or itself in any proceeding relating to this Agreement or Executive's employment by the Company or any affiliate, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of New York, the court of the United States of America for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding will be heard and determined in such New York State court or, to the extent permitted by law, in such federal court; (b) consents that any such Proceeding may and will be brought in such courts and waives any objection that he or it may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) waives all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or Executive's employment by the Company or any affiliate, or his or its performance under or the enforcement of this Agreement; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at his or its address as provided in accordance with Section 19; and (e) agrees that nothing in this Agreement will affect the right to effect service of process in any other manner permitted by the laws of the State of New York.

19. Notices. Any notice given to either party will be in writing and will be deemed to have been given when delivered personally, by reputable overnight courier, or when received if sent by certified mail, postage prepaid, return receipt requested, duly addressed to the party concerned, if to the Company, at its principal executive office, and if to Executive, at the address of Executive shown on the Company's records or at such other address as such party may give notice of.

20. Withholding. The Company will be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company determines in its sole discretion to be required to be withheld pursuant to applicable law. The Company will use commercially reasonable efforts to establish a relationship with a broker-dealer to facilitate the sale of shares acquired on the vesting or exercise of any equity or equity-based compensation granted to Executive by the Company to enable Executive to satisfy all applicable withholding taxes due in connection with such vesting or exercise; provided that if the Company does not establish any such relationship, Executive may satisfy such withholding obligations by instructing the Company to retain shares otherwise deliverable to Executive upon the vesting or exercise of any such equity or equity-based award with a fair market value not exceeding the minimum amount required to be withheld by applicable law.

21. Headings. The headings of the Sections contained in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts. Signatures delivered by facsimile (including by "pdf") will be deemed effective for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Chimera Investment Corporation

By: /s/

Name: Gerard Creagh

Title: Member of the Compensation Committee

By: /s/

Name: Mohit Marria

Title: Chief Investment Officer

Exhibit A

Annual Performance Bonus

The following summarizes the material terms of the annual bonus (“Annual Bonus”) set forth in Section 3(b)(ii) of the Agreement to which this Exhibit A is attached. Unless otherwise specified in this Exhibit A, all defined terms have the meanings set forth in the Agreement.

1. Performance Period. The Annual Bonus will be payable for each of the following performance periods (each, a “Performance Period”).
 - January 1, 2016 through December 31, 2016
 - January 1, 2017 through December 31, 2017
 - January 1, 2018 through December 31, 2018

Except as otherwise provided in the Agreement, Executive will be eligible to receive the Annual Bonus only if Executive remains employed by the Company through the last day of the applicable Performance Period. For the avoidance of doubt, Executive will not be entitled to an Annual Bonus for any Performance Period beginning on or after Executive’s termination of employment for any reason.

Any Annual Bonus will be subject to achievement of the performance goals described herein. In no event will Executive receive any unpaid Annual Bonus in the event Executive’s employment is terminated by the Company for Cause or by Executive (other than for Good Reason as described above).

2. Target Bonus. For each Performance Period, Executive’s target annual bonus (the “Target Bonus”) will be equal to \$1,600,000. Executive is eligible to receive an Annual Bonus from 0% to 140% of the Target Bonus for each Performance Period, based on performance as described below.

3. Performance Components. The Annual Bonus will consist of three components:
 - 50% of the Annual Bonus will be payable based on the Company’s return on average equity (“ROAE”) and such portion of the Annual Bonus, the “ROAE Bonus”).
 - 25% of the Annual Bonus will be payable based on the Company’s three-year average total shareholder return (stock appreciation plus dividends) (“TSR”) and such portion of the Annual Bonus, the “TSR Bonus”) for the three year period beginning on the first day of the applicable Performance Period (the “TSR Measurement Period”).
 - 25% of the Annual Bonus will be payable at the discretion of the Committee (such portion of the Annual Bonus, the “Discretionary Bonus”).

4. Definition of ROAE.

For purposes of the ROAE Bonus: “ROAE” means (i) Company Return, divided by (ii) Company Average Equity, for the 12 month Performance Period.

“Company Return” means net income as determined in accordance with GAAP, but excluding non-cash, non-operating expense items such as depreciation expense, amortization of goodwill and other non-cash, non-operating expense items as determined by the Compensation Committee in its sole discretion for the applicable Performance Period. If, for any portion of any Performance Period, (i) the Company does not use hedge accounting or (ii) its derivative hedging instruments or any portion thereof are otherwise deemed ineffective, which in either case, results in changes in the value of such hedging instruments being recorded in the Company’s GAAP income statement, then any gains or losses from such hedging instruments will also be excluded from the calculation of Company Return.

“Company Average Equity” means the stockholders’ equity of the Company as determined in accordance with GAAP, but excluding accumulated other comprehensive income or loss (which, among other things, reflects unrealized gains or losses in the Company’s residential mortgage-backed securities portfolio), stockholders’ equity attributable to preferred stock and other items as determined by the Compensation Committee in its sole discretion for the applicable Performance Period. For purposes of calculating ROAE, Company Average Equity will be determined based on the average of the Company’s stockholders’ equity calculated as described in the preceding sentence as of the last day of each month during the applicable Performance Period.

5. ROAE Bonus

For each Performance Period, the target amount of the ROAE Bonus will be equal to 50% of the Target Bonus, and Executive will be eligible to receive from 0% to 140% of such target amount of ROAE Bonus.

For purposes of the ROAE Bonus:

- The “ROAE Target” will be the greater of (x) the 2 Year Treasury Rate + 400 basis points or (y) 14%; provided that the ROAE Target will not exceed 16%.
- The “2 Year Treasury Rate” will be calculated as the average of the weekly 2 year Treasury note rates published in the U.S. Federal Reserve H.15 Report for the 52 weeks in the Performance Period.

The following table sets forth the percentage of the ROAE Target payable based on ROAE achieved for the applicable Performance Period:

ROAE Achieved	Percentage of ROAE Target Payable
0% to 10%	0% to 60% by linear interpolation
12%	80%
14%	100%
16%	120%
18%	140%

For ROAE achieved between 10% and 18% but that is not set forth in the above table, between 60% and 140% of the ROAE Target will be payable, determined by linear interpolation.

100% of the ROAE Bonus will be paid in cash between January 1 and March 15 of the year following the last day of the applicable Performance Period.

6. TSR Bonus

For each Performance Period, Executive will be granted a target number of PSUs under the Equity Bonus Plan having an aggregate value on the first day of the Performance Period equal to 25% of the Target Bonus (the “Target PSUs”). Subject to Executive’s continuing employment through the last day of the TSR Measurement Period, between 0% and 140% of the Target PSUs will vest and be paid in common stock of the Company between January 1 and March 15 of the year following the last day of the applicable TSR Measurement Period, in accordance with the following table:

Three-Year Average TSR	Percentage of Target PSUs Vesting and Payable
Less than 10%	0%
10%	60%
12%	80%
14%	100%
16%	120%
18%	140%

For TSR that falls between 10% and 18% but that is not set forth in the above table, the percentage of the Target PSUs that will vest for the applicable TSR Measurement Period will be determined by linear interpolation.

Notwithstanding anything herein to the contrary, upon the consummation of a Change in Control, (i) the percentage of the Target PSUs that would have vested in accordance with the preceding table based on the Company’s actual average TSR from the grant date through the date of such Change in Control will be eligible to vest on the last day of the applicable TSR Measurement Period, subject only to Executive’s continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e) of the Agreement), and (ii) any portion of the Target PSUs that would not have vested in accordance with the preceding table based on the Company’s actual average TSR from the grant date through the date of such Change in Control will be forfeited as of such Change in Control with no compensation due therefor.

7. Discretionary Bonus

For each Performance Period, the target amount of the Discretionary Bonus will be equal to 25% of the Target Bonus, and Executive will be eligible to receive from 0% and 140% of the target amount of such Discretionary Bonus. The amount of the Discretionary Bonus will be determined by the Compensation Committee based upon any factors deemed relevant and appropriate by the Compensation Committee in its sole discretion, as determined within 90 days after commencement of the Performance Period and communicated to Executive, including without limitation, the Company’s relevant stock price and/or TSR relative to its peers, the Company’s leverage strategy relative to business plan and peers, the Company’s other asset management activities and Executive’s individual performance. The achievement of such factors will be considered in evaluating Executive’s performance in respect of any such Discretionary Bonus; provided, however, that the final determination of such Discretionary Bonus, including the amount thereof to be awarded, will be in the sole discretion of the Compensation Committee.

For the 2016 Performance Period, the Discretionary Bonus will be paid 66.7% in cash and 33.3% in restricted stock or RSUs. For the 2017 and 2018 Performance Periods, 100% of the Discretionary Bonus will be paid in restricted stock or RSUs. The restricted stock or RSUs will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e) of the Agreement) and the terms and conditions of the Equity Compensation Plan and the applicable award agreement. Such amounts will be paid and restricted stock or RSUs granted between January 1 and March 15 of the year following the year to which the Discretionary Bonus relates.

8. Dividend Equivalents.

Dividend equivalents will accrue on RSUs and PSUs that become vested hereunder as and when dividends are paid to the Company's shareholders and will be paid to Executive in cash, shares or a combination thereof, as determined by the Committee in its sole discretion, at the time such RSUs or PSUs are settled.

9. Committee Determinations

All determinations with respect to the Annual Bonus, including, without limitation, the amount, if any, that is payable to Executive for each Performance Period, will be made by the Compensation Committee, in good faith and in compliance with this Exhibit A. All such determinations will be final and binding on Executive and the Company.

Exhibit B

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Employment Agreement, dated as of August 5, 2015, (the "Agreement") by and between Mohit Marria (the "Executive") and Chimera Investment Corporation (the "Company"), the Executive on behalf of himself and any person or entity claiming by, through, or under him (including without limitation his heirs, executors, administrators, spouse, personal representatives and assigns), releases and discharges the Company and its past, present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, employees, attorneys, agents, benefit plans, and/or owners, and their respective successors and assigns, and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (collectively, the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, attorneys' fees and costs, and demands whatsoever ("Claims") which the Executive (or any person or entity claiming by, through, or under him) have, had, or may have, against the Released Parties or any of them arising at any time from the beginning of the world to the date Executive executes this General Release, whether known or unknown, accrued or unaccrued, contingent or noncontingent. The Claims described in this paragraph include without limitation, (i) any and all Claims relating to the Executive's employment by the Company and the cessation thereof, (ii) any and all Claims for discrimination based on age, sex, race, color, disability status, national origin, religion, or any other protected characteristic, including but not limited to, Claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the New York State and New York City Human Rights Laws, and all state and local analogues of such statutes, each as amended, (iii) any and all Claims under all federal, state, and local statutes, rules, regulations, or ordinances, each as amended, including but not limited to, the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq., the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. §§ 2101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq., the New York Labor Laws, the New York Whistleblower Protection Law, the New York Civil Rights Law (N.Y. Civ. Rts. § 1, et seq.), the New York AIDS/HIV confidentiality law (N.Y. Public Health Law §2780), and the New York Equal Pay Law, and (iv) any and all Claims under the common law of any jurisdiction, including but not limited to, breach of contract, defamation, interference with contractual/prospective contractual relations, invasion of privacy, promissory estoppel, negligence, breach of the covenant of good faith and fair dealing, fraud, infliction of emotional distress, and wrongful discharge; provided, however, that the Executive does not release or discharge the Released Parties from any of the Company's obligations to him under the Agreement (including Section 8 (Indemnification) thereof) or any vested benefit the Executive may be due under a tax qualified plan sponsored or maintained by the Company. It is the intention of the Executive that the language relating to the description of Claims in this paragraph will be given the broadest possible interpretation permitted by law. It is understood that nothing in this General Release is to be construed as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive agrees and covenants not to file, initiate, or join any lawsuit (either individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any Claim(s) barred or released by this General Release. If he does so, and the action is found to be barred in whole or in part by this General Release, the Executive agrees to pay the attorneys' fees and costs, or the proportions thereof, incurred by the applicable Released Party in defending against those Claims that are found to be barred by this General Release. Nothing in this General Release precludes the Executive from challenging the validity of this General Release under the requirements of the Age Discrimination in Employment Act, and the Executive will not be responsible for reimbursing the attorneys' fees and costs of the Released Parties in connection with such a challenge to the validity of the release. The Executive, however, acknowledges that this General Release applies to all Claims that he has under the Age Discrimination in Employment Act, and that, unless the release is held to be invalid, all of the Executive's Claims under that Act will be extinguished by execution of this General Release. The Executive further agrees that nothing in this General Release will preclude or prevent the Executive from filing a charge with, providing information to, or cooperating with the U.S. Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission, or other government agency, and the Executive understands that he does not need the prior authorization of any of the Released Parties prior to taking any such action. The Executive will not seek or accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any Claims released in this General Release.

The Executive is hereby advised to consult with counsel before executing this General Release. The Executive may take twenty-one (21) days to consider whether to execute this General Release. The Executive agrees that changes made to this General Release, whether material or immaterial, do not restart the aforementioned twenty-one (21) day period. Upon the Executive's execution of this General Release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company's Corporate Secretary. If seven (7) days pass without receipt of such notice of revocation, this General Release will become binding and effective on the eighth (8th) day after the execution hereof (the "Effective Date").

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

Dated: _____

Exhibit C

[Prior Inventions]

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) by and between Chimera Investment Corporation (the “Company”) and Robert Colligan (“Executive”) is effective as of August 5, 2015 (the “Effective Date”), subject to and contingent upon the execution and effectiveness of that certain Transition Services Agreement by and between Annaly Management Company LLC (“Annaly”) and the Company (the “TSA”), dated on or about the date hereof, and this Agreement will be null and void *ab initio* if the TSA is not executed by the Company and Annaly.

WITNESSETH:

WHEREAS, Executive wishes to be employed by the Company, and the Company wishes to secure the employment of Executive, under the terms and conditions described below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Term of Employment.

(a) The Company hereby employs Executive, and Executive hereby accepts employment with the Company, in the positions and with the duties and responsibilities as set forth in Section 2 below for the Term of Employment (as defined below), subject to the terms and conditions of this Agreement.

(b) The term of employment under this Agreement will commence on the Effective Date and continue until December 31, 2018 (the “Initial Term”), and, prior to a Change in Control only, will be extended for an additional one year period (the “Renewal Term”) on the last day of the Initial Term and on each subsequent anniversary thereof, unless either party provides written notice of nonrenewal to the other party not less than 90 days prior to the last day of the Initial Term or any Renewal Term (the Initial Term together with each Renewal Term, the “Term of Employment”); provided that, upon the consummation of a Change in Control, the Term of Employment will be extended to the second anniversary of such Change in Control; provided, further, that if the last day of the Term of Employment otherwise would occur during a Garden Leave period, the Term of Employment will continue through the end of such Garden Leave. The Term of Employment may also be terminated in accordance with Section 5 hereof.

2. Position; Duties and Responsibilities.

(a) During the Term of Employment, Executive will be employed as the Chief Financial Officer of the Company, reporting directly to the Chief Executive Officer of the Company. Executive will (i) be responsible for, and, along with the Company’s Chief Executive Officer, have authority over, the Company’s financial functions, and (ii) have such other duties and responsibilities as are assigned to him by the Company’s Chief Executive Officer or the Board of Directors of the Company (the “Board of Directors”) (not inconsistent in any significant respect with the duties and responsibilities typically assigned to the chief financial officer of a publicly-traded REIT).

(b) During the Term of Employment, Executive will, without additional compensation, also serve on the board of directors of, serve as an officer of, and/or perform such executive and consulting services for, or on behalf of, such subsidiaries or affiliates of the Company as the Board of Directors may, from time to time, request. For purposes of this Agreement, the term “affiliate” will have the meaning ascribed thereto in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the “Act”).

(c) During the Term of Employment, Executive will serve the Company faithfully, diligently and to the best of his ability and will devote substantially all of his time and efforts to his employment and the performance of his duties under this Agreement. Nothing herein will preclude Executive from engaging in charitable and community affairs and managing his personal, financial and legal affairs, so long as such activities do not materially interfere with his carrying out his duties and responsibilities under this Agreement.

3. Compensation.

(a) Base Salary. During the Term of Employment, Executive will be entitled to receive an annualized base salary (the "Base Salary") of not less than \$400,000; provided that the Base Salary through December 31, 2015 will be \$300,000. Beginning in 2017, the Compensation Committee of the Board of Directors (the "Compensation Committee") will review Executive's Base Salary annually to determine whether increases are appropriate. Any such increased amount will thereafter be Executive's "Base Salary" for purposes under this Agreement.

(b) Performance Bonus.

(i) For the calendar year ending December 31, 2015, Executive will be paid a guaranteed bonus in the amount of \$928,000 (the "2015 Guaranteed Annual Bonus") and be eligible for an additional discretionary bonus in the amount of \$413,000 (the "2015 Discretionary Annual Bonus" and, with the 2015 Guaranteed Annual Bonus, the "2015 Annual Bonuses"). The 2015 Annual Bonuses will be paid 75% in cash and 25% in the form of restricted stock or restricted stock units ("RSUs"). The restricted stock or RSUs will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e)). The restricted stock will be subject to the terms of the applicable award agreement and the Company's equity compensation plan (the "Equity Compensation Plan"). Executive must be employed on December 31, 2015 to receive the 2015 Annual Bonuses. The 2015 Annual Bonuses will be paid, and restricted stock or RSUs issued, as applicable, between January 1, 2016 and March 15, 2016.

(ii) Commencing on January 1, 2016 and during the Term of Employment until December 31, 2018, Executive will be eligible to receive an annual bonus according to the terms set forth on the attached Exhibit A. The Compensation Committee will make all determinations with respect to the annual bonus in good faith and consistent with the attached Exhibit A. Thereafter, Executive's performance compensation will be determined by the Compensation Committee of the Board of Directors in its sole discretion, but in consultation with Executive.

(iii) The annual bonus will be paid in a combination of cash and restricted stock, restricted stock units ("RSUs") or performance stock units ("PSUs") granted under the Equity Compensation Plan, not inconsistent with any of the specific terms of this Agreement relating to PSUs, as set forth on Exhibit A between January 1 and March 15 of the year following the end of the performance period.

(c) 2015 Long-Term Incentive Stock Award. On or about February 15, 2016 but no later than March 15, 2016, the Company will grant Executive restricted stock or RSUs having a grant fair market value of \$309,000 that will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e)), and will be subject to the terms and conditions of the Equity Compensation Plan and the applicable award agreement (the "2015 Equity Award").

(d) Stock Ownership Requirements. All shares of the Company stock distributed to Executive by the Company will be subject to the stock ownership guidelines in effect for executives from time to time, as determined by the Board of Directors. Unless the stock ownership guidelines provide otherwise, vested shares of equity grants cannot be transferred or sold during Executive's employment by the Company until the value of Executive's stock holdings in the Company (including shares of restricted stock) exceeds three times Executive's Base Salary; and following the termination of Executive's employment with the Company, vested shares of equity grants may not be sold or transferred to the extent the value of Executive's stock holdings does not exceed five times Executive's Base Salary as of the date of Executive's termination of employment (provided, however, that this sentence will no longer apply following the six-month anniversary of Executive's termination of employment). Notwithstanding the foregoing, the restrictions of this subsection (d) will not prevent Executive from selling or directing the withholding of shares of the Company stock in accordance with and subject to Section 20 to satisfy income tax and employment tax obligations relating to the vesting and settlement of the equity grants to which the shares relate.

4. Employee Benefit Programs and Fringe Benefits. During the Term of Employment, Executive will be entitled to five weeks of vacation per fiscal year and will be eligible to participate in all executive incentive and employee benefit programs of the Company now or hereafter made available to the Company's senior executives or salaried employees generally, as such programs may be in effect from time to time. The Company will reimburse Executive for any and all necessary, customary and usual business expenses incurred by Executive in connection with his employment in accordance with applicable the Company policies.

5. Termination of Employment.

(a) Termination Due to Death or Disability. If Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below. In addition (subject to compliance with the requirements of Section 5(i) and Section 7 in the event of Disability):

(i) Executive will receive any earned and unpaid Annual Bonus (as defined in Exhibit A) for the Performance Period (as defined in Exhibit A) immediately preceding Executive's date of termination if Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, and such termination occurs on or after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A;

(ii) In the event Executive's employment is terminated during the Term of Employment by reason of Executive's Disability, the Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(iii) Whether or not such termination of employment due to death or Disability occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive in connection with an Annual Bonus that vests solely on the basis of continued employment will vest in full;

(iv) For any termination due to death or Disability, whether or not such termination of employment occurs during the Term of Employment, the vesting of the 2015 Equity Award will be fully accelerated as of the date of such termination of employment and be settled within 60 days following the date of such termination; and

(v) Solely in the case of a termination of Executive's employment by reason of Executive's Disability, whether or not such termination of employment occurs during the Term of Employment, Executive's outstanding PSUs previously granted in connection with the TSR Bonus (as defined in Exhibit A) will continue to be eligible to vest subject to the achievement by the Company of the applicable performance goals in accordance with the terms and conditions of the Plan and the applicable award agreement as though such termination of employment had not occurred.

(b) Termination By the Company Without Cause or By Executive for Good Reason Other Than Within 24 Months Following a Change in Control. In the event Executive's employment is terminated during the Term of Employment by the Company without Cause or by Executive for Good Reason (other than for death or Disability, as described in Section 5(a)) occurring other than within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) Executive will be entitled to a cash amount (the "Severance Amount") equal to one times the sum of (1) his then current Base Salary and (2) the average of the Annual Bonuses (as defined in Exhibit A) paid to Executive by the Company for the three (or fewer) calendar years preceding such termination (the "Average Bonus"); provided that, in the case of a termination occurring prior to the payment of the 2015 Annual Bonuses, the Average Bonus will be deemed to equal \$1,341,000. The Severance Amount will be paid in 12 equal monthly installments commencing within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive as part of his Annual Bonus other than the PSUs granted in connection with the TSR Bonus will, to the extent not already vested, immediately vest;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding PSUs previously granted in connection with the TSR Bonus will continue to be eligible to vest subject to the achievement by the Company of the applicable performance goals in accordance with the terms and conditions of the Plan and the applicable award agreement as though such termination of employment had not occurred;

(iv) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, the vesting of the 2015 Equity Award will be fully accelerated as of the date of such termination of employment;

(v) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 12 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(vi) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any earned and unpaid Annual Bonus for the Performance Period immediately preceding Executive's date of termination if Executive's termination date occurs after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A; and

(vii) Executive will receive a pro-rata portion of the ROAE Bonus and the Discretionary Bonus (as such terms are defined in Exhibit A) that Executive would have earned for the year of termination based on the Company's ROAE and other applicable performance metrics for such year, payable at the time such ROAE Bonus and Discretionary Bonus would have been paid to Executive for such year absent such termination but no later than March 15 of the immediately following year.

The parties agree that a termination of Executive's employment pursuant to this Section 5(b), Section 5(c) or Section 5(d) below will not be a breach of this Agreement and does not relieve either party of its/his other obligations hereunder.

(c) Termination by the Company for Cause or Voluntary Termination by Executive. In the event that at any time during the Term of Employment Executive's employment is terminated by the Company for Cause or by Executive other than for Good Reason, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f).

(d) Garden Leave. Executive will provide a Notice of Termination to the Company no less than 90 days prior to any termination of Executive's employment (whether for Good Reason or without Good Reason) during the Term of Employment, other than a termination during the period described in Section 5(e), and the Company will provide a Notice of Termination to Executive no less than 90 days prior to any termination of Executive's employment for Cause or without Cause during the Term of Employment, other than a termination during the period described in Section 5(e); provided that the Company may elect to terminate the Garden Leave (as defined below) and Executive's employment at any time during the Garden Leave if Executive is terminated for Cause. During this 90-day notice period (the "Garden Leave"), Executive will (i) continue to be an employee of the Company and will make himself available to provide such services directed by the Company that are reasonably consistent with Executive's status as a senior executive of the Company and (ii) continue to be paid his Base Salary and to be eligible to participate in the Company's benefits programs, but will not be eligible to earn any annual bonus with respect to a calendar year that ends after the commencement of the Garden Leave. During the Garden Leave, the Company may require Executive to resign from any position with the Company and/or remove any or all of Executive's duties or responsibilities, which will not constitute Good Reason or otherwise be a violation of this Agreement. Executive agrees that he will not commence employment with any entity during or in connection with the commencement of the Garden Leave. During the Garden Leave, Executive will take all steps reasonably requested by the Company to effect a successful transition of client and customer relationships to the person or persons designated by the Company. Notwithstanding the foregoing, the Company in its sole discretion may waive all or any portion of the 90-day notice requirement by providing written notice to Executive accelerating the last day of the Garden Leave period; provided that the Company's exercise of its right to waive all or any portion of the 90-day notice requirement and accelerate the last day of the Garden Leave period will not be treated as a termination of Executive's employment by the Company without Cause or as giving Executive any basis for terminating his employment for Good Reason.

(e) Termination Related to Change in Control. In the event of the termination of Executive's employment during the Term of Employment by the Company other than for Cause or Executive's resignation of his employment for Good Reason (other than for Disability, as described in Section 5(a)) within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) The Company will immediately pay to Executive in a lump sum, but in all events within 60 days following the date of termination, a cash payment equal to the Severance Amount;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, all of Executive's outstanding restricted stock, RSUs and stock options previously granted, including, without limitation, the 2015 Equity Award, will immediately vest in full, any dividend equivalents associated with any such equity award will continue to be payable according to the terms of the applicable grant agreement, any such RSUs will be settled within 60 days after the date of such termination of employment, and any such options will remain exercisable until the earlier of (a) 90 days following the date of such termination or (b) the date on which each such option would have expired had Executive's employment not terminated;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, the portion of Executive's outstanding PSUs previously granted in connection with a TSR Bonus that, as provided in Exhibit A, became eligible to vest solely on the basis of continued employment following such Change in Control will vest and be settled within 60 days after the date of such termination of employment;

(iv) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(v) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any earned and unpaid Annual Bonus for the Performance Period immediately preceding Executive's date of termination if Executive's termination date occurs after December 31 of the calendar year in which the Performance Period ends, as described on Exhibit A; and

(vi) Executive will receive a pro-rata portion of the ROAE Bonus and the Discretionary Bonus (as such terms are defined in Exhibit A) that Executive would have earned for the year of termination based on the Company's ROAE and other applicable performance metrics for such year, payable at the time such ROAE Bonus and Discretionary Bonus would have been paid to Executive for such year absent such termination but no later than March 15 of the immediately following year.

(f) Other Payments. Upon the termination of Executive's employment during the Term of Employment, in addition to the amounts payable under any Section above, Executive will be entitled to receive the following:

(i) any earned but unpaid portion of the Base Salary and accrued unused vacation;

(ii) any vested deferred compensation (including any interest accrued on or appreciation in value of such deferred amounts) in accordance with the applicable plan documents;

(iii) reimbursement for reasonable business expenses incurred but not yet reimbursed by the Company in accordance with the Company's expense reimbursement policy, as in effect from time to time; and

(iv) any other benefits to which Executive or his legal representative may be entitled under all applicable plans and programs of the Company, as provided in Section 4 above.

(g) Payments Subject to Section 409A and Other Applicable Law .

(i) The Company and Executive intend that this Agreement will be interpreted and administered so that any amount or benefit payable hereunder will be paid or provided in a manner that is either exempt from or compliant with Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and Internal Revenue Service guidance promulgated thereunder (“Section 409A”).

(ii) Notwithstanding anything herein to the contrary, Executive will not be entitled to any payment pursuant to this Section 5 prior to the earliest date permitted under Section 409A of the Code, and applicable Treasury regulations thereunder. To the extent any payment pursuant to this Section 5 is required to be delayed six months pursuant to the special rules of Section 409A of the Code related to “specified employees,” each affected payment will be delayed until six months after Executive’s termination of employment, and, unless provided otherwise, with the first such payment being a lump sum equal to the aggregate payments Executive would have received during such six-month period if no payment delay had been imposed. Any payments or distributions delayed in accordance with the prior sentence will be paid to Executive on the first day of the seventh month following Executive’s termination of employment or, if earlier, within ten days following the date of Executive’s death.

(iii) Notwithstanding any other provision contained herein, to the extent any payments or distributions due to Executive upon termination of his employment under this Agreement are subject to Section 409A of the Code (i) a termination of Executive’s employment will be interpreted in a manner that is consistent with the definition of a “separation from service” under Section 409A of the Code and the applicable Treasury regulations thereunder and (ii) all such payments will be treated as a series of separate payments for purposes of Section 409A of the Code.

(iv) If Executive is entitled to any reimbursement of expenses or in-kind benefits that are includable in Executive’s federal gross taxable income, the amount of such expenses reimbursable or in-kind benefits provided in any one calendar year will not affect the expenses eligible for reimbursement or the in-kind benefits to be provided in any other calendar year. Executive’s right to reimbursement of expenses or in-kind benefits under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) None of the Company, its affiliates or their respective directors, officers, employees or advisors will be held liable for any taxes, interest or other amounts owed by Executive as a result of the application of Section 409A or otherwise.

(h) No Mitigation; No Offset. In the event of any termination of Executive’s employment under this Agreement, he will be under no obligation to seek other employment or otherwise in any way to mitigate the amount of any payment provided for in this Section 5, and there will be no offset against amounts due him under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Release. The Company’s obligation to make any payment or provide any benefit pursuant to this Section 5 (other than pursuant to Sections 5(f) above) will be contingent upon, and is the consideration for, (A) Executive executing and delivering to the Company, within 45 days after termination of his employment, a general release (the “Release”), substantially in the form annexed hereto as Exhibit B, and (B) such release becoming irrevocable in accordance with its terms. In the event that the 45-day period referred to in the immediately preceding sentence spans two calendar years, any payments that, but for this sentence, would have been made hereunder during the first such calendar year will be delayed and paid to Executive on the first regular payroll date of the Company in such second calendar year, with any subsequent payments to be made as if no such delay had occurred.

(j) Parachute Payments .

(i) Notwithstanding any other provisions of this Agreement to the contrary, in the event that it will be determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Payments”), would constitute an “excess parachute payment” within the meaning of Section 280G of the Code, the Company will reduce (but not below zero) the aggregate present value of the Payments under the Agreement to the Reduced Amount (as defined below), if reducing the Payments under this Agreement will provide Executive with a greater net after-tax amount than would be the case if no such reduction was made. To the extent such Payments are required to be so reduced, the Payments due to Executive will be reduced in the following order, unless otherwise agreed and such agreement is in compliance with Section 409A of the Code: (i) Payments that are payable in cash, with amounts that are payable last reduced first; (ii) Payments due in respect of any equity or equity derivatives included at their full value under Section 280G (rather than their accelerated value); (iii) Payments due in respect of any equity or equity derivatives valued at accelerated value under Section 280G, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); and (iv) all other non-cash benefits. The Payments will be reduced as described in the preceding sentence only if (A) the net amount of the Payments, as so reduced (and after subtracting the net amount of federal, state and local income and payroll taxes on the reduced Payments), is greater than or equal to (B) the net amount of the Payments without such reduction (but after subtracting the net amount of federal, state and local income and payroll taxes on the Payments and the amount of Excise Tax (as defined below) to which Executive would be subject with respect to the unreduced Payments).

(ii) The “Reduced Amount” will be an amount expressed in present value that maximizes the aggregate present value of Payments under this Agreement or otherwise without causing any Payment under this Agreement to be subject to the Excise Tax, determined in accordance with Section 280G(d) (4) of the Code. The term “Excise Tax” means the excise tax imposed under Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(iii) All determinations to be made under this Section 5(j) will be made by an independent registered public accounting firm or consulting firm selected by the Company immediately prior to a change in control, which will provide its determinations and any supporting calculations both to the Company and Executive within ten days of the change in control. Any such determination by such firm will be binding upon the Company and Executive. All fees and expenses of the accounting or consulting firm in performing the determinations referred to in this Section 5(j) will be borne solely by the Company.

(k) Resignation from Positions. Upon termination of Executive’s employment with the Company for any reason, Executive will be deemed to have resigned with immediate effect from any position he then holds as an officer, director or fiduciary of the Company or any Company-related entity. In furtherance of the foregoing, Executive will execute and deliver to the Company any letters, documents and other instruments necessary or appropriate to effect such resignation.

(l) For the avoidance of doubt, Executive will not be entitled to any payments or benefits under Section 5(e) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(b), and Executive will not be entitled to and payments or benefits under Section 5(b) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(e).

(m) Termination by the Company Without Cause After Expiration of the Term of Employment Following Delivery of Notice of Nonrenewal of the Term of Employment By the Company. If the Company provides Executive written notice of nonrenewal of the Term of Employment in accordance with Section 1(b) and the Company terminates Executive’s employment without Cause after the last day of the Term of Employment, then, if the requirements of Section 5(i) are met and subject to Executive’s continued compliance with Section 7, the Company will, in addition to providing the benefits set forth in Sections 5(b)(ii), (iii), (iv) and (vi), continue to pay Executive the Base Salary for a period of one year following his termination date in accordance with the Company’s regular payroll practices. Such Base Salary continuation payments will commence within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement.

6. Definitions. For purposes of this Agreement, the following terms will be defined as set forth below:

(a) “Cause” means Executive’s (i) conviction, or entry of a guilty plea or a plea of nolo contendere with respect to, a felony, a crime of moral turpitude or any crime committed against the Company, other than traffic violations; (ii) engagement in willful misconduct, gross negligence, or fraud, embezzlement or misappropriation relating to significant amounts, in each case in connection with the performance of his duties under this Agreement; (iii) willful failure to adhere to the lawful directions of the Board of Directors that are reasonably consistent with his duties and position provided for herein; (iv) breach in any material respect of any of the provisions of Section 7 of this Agreement; (v) chronic or persistent substance abuse that materially and adversely affects his performance of his duties under this Agreement or (vi) breach in any material respect of the terms and provisions of this Agreement resulting in material and demonstrable economic injury to the Company. No act or omission to act by Executive will be “willful” if conducted in good faith or with a reasonable belief that such act or omission was in the best interests of the Company. Notwithstanding the foregoing, (a) Executive will be given written notice of any action or failure to act that is alleged to constitute Cause (a “Default”), and an opportunity for 20 business days from the date of such notice in which to cure such Default, such period to be subject to extension in the discretion of the Board of Directors and (b) regardless of whether Executive is able to cure any Default, Executive will not be deemed to have been terminated for Cause without (I) reasonable prior written notice to Executive setting forth the reasons for the decision to terminate Executive for Cause, (II) an opportunity for Executive, together with his counsel, to be heard by the Board of Directors and (III) delivery to Executive of a Notice of Termination approved by the Board of Directors, stating its good faith opinion that Executive has engaged in actions or conduct described in the preceding sentence, which notice specifies the particulars of such action or conduct in reasonable detail; provided, however, the Company may suspend Executive with pay until such time as his right to appear before the Board of Directors, as the case may be, has been exercised, so long as such appearance is within two weeks of the date of suspension.

(b) “Change in Control” means the occurrence of any one of the following events to the extent such event also constitutes a “change in control event” for purposes of Section 409A of the Code:

(i) any “person,” as such term is used in Sections 13(d) and 14(d) of the Act (other than the Company, any of its affiliates or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its affiliates) together with all affiliates and “associates” (as such term is defined in Rule 12b-2 under the Act) of such person, will become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company’s then outstanding securities having the right to vote in an election of the Board of Directors (“voting securities”) (other than as a result of an acquisition of securities directly from the Company); or

(ii) persons who, as of the effective date of this Agreement, constitute the Company’s Board of Directors (the “Incumbent Directors”) cease for any reason, including, without limitation, as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board of Directors, provided that any person becoming a Director of the Company subsequent to the effective date whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors will, for purposes of this Agreement, be considered an Incumbent Director; or

(iii) there will occur (A) any consolidation or merger of the Company or any subsidiary where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate 60% or more of the voting securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), (B) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company (other than to an entity 60% or more owned by the shareholders of the Company) or (C) any liquidation or dissolution of the Company.

Notwithstanding the foregoing, a “Change in Control” will not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of Shares or other voting securities outstanding, increases the proportionate voting power represented by the voting securities beneficially owned by any person to 40% or more of the combined voting power of all then outstanding voting securities.

(c) “Code” means the Internal Revenue Code of 1986, as amended.

(d) “Disability” means Executive’s inability for a period of six consecutive months, to render substantially the services provided for in this Agreement by reason of mental or physical disability, whether resulting from illness, accident or otherwise, other than by reason of chronic or persistent abuse of any substance (such as narcotics or alcohol), provided that a Disability for purposes of Section 5(a) will qualify as a Disability under Section 409A of the Code. Notwithstanding the foregoing, no circumstances or condition will constitute a Disability to the extent that, if it were, a 20% tax would be imposed under Section 409A of the Code; provided that, in such a case, the event or condition will continue to constitute a Disability to the maximum extent possible (e.g., if applicable, in respect of vesting without an acceleration of distribution) without causing the imposition of such 20% tax. In addition, nothing herein will limit or restrict the payment of any amount subject to Section 409A of the Code upon an otherwise permitted payment event under Section 409A of the Code, including upon a separation from service.

(e) “Good Reason” means:

(i) a material diminution in Executive’s title, duties or responsibilities;

(ii) relocation of Executive’s place of employment without his consent outside the New York City metropolitan area or, following a Change in Control, outside of the Borough of Manhattan;

(iii) the failure of the Company to pay within 30 business days any material payment or benefits due from the Company;

(iv) the material failure by the Company to honor any of its material obligations to Executive.

For Good Reason to exist, Executive must provide written notice of an event purportedly constituting Good Reason within 90 days of its occurrence, the Company must have failed to cure such event within 30 days following such notice and Executive must provide written notice of his decision to terminate employment, such notice to be provided within 15 days following the expiration of such cure period. The effective date of such termination will be the end of the period of Garden Leave.

(f) “Notice of Termination” means the written notice of termination of Executive’s employment delivered by, as applicable, Executive or the Company.

7. Covenants .

(a) Confidentiality Restrictions. Executive agrees at all times during the term of his employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company (while employed by the Company), or to disclose to any person, firm or corporation without advance written authorization of the Board of Directors, except as necessary for Executive to discharge his duties hereunder, any Confidential Information of the Company. Executive understands and acknowledges that “Confidential Information” includes, without limitation: client or customer lists, identities, contacts, business and financial information; investment strategies; pricing information or policies, fees or commission arrangements of the Company; marketing plans, projections, presentations or strategies of the Company; financial and budget information of the Company; personnel information, personnel lists, resumes, personnel data, organizational structure, compensation and performance evaluations; information regarding the existence or terms of any agreement or relationship between the Company and any other party; and any other information of whatever nature, which gives to the Company an opportunity to obtain an advantage over its competitors who or which do not have access to such information. Executive understands and acknowledges that Confidential Information developed by him, during the term of his employment by the Company, will be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to Executive in the first instance. Executive further understands and acknowledges that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Executive or of others who were under confidentiality obligations as to the item or items involved. In the event that Executive is required by law to disclose any Confidential Information, Executive agrees to give the Company prompt advance written notice thereof and to provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

(b) Former Employer Information. Executive agrees that he will not, during and in connection with his employment with the Company, use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. Executive also acknowledges that he is free from any conflicts from previous employment contracts or agreements with all previous employers, and he is available for employment by the Company with no legal encumbrances and agrees to hold the Company harmless from any lawsuits arising from his previous employment.

(c) Third Party Information. Executive recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. Executive agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for the Company consistent with the Company’s agreement with such third party.

(d) No Public Statements. Executive agrees that he will not, without the Company’s prior written consent, discuss with the media (which includes any national or local newspaper, magazine, radio and/or television station) any matter related to the Company.

(e) Mutual Non-Disparagement. Executive acknowledges that any disparaging comments by him against the Company are likely to substantially depreciate the business reputation of the Company. Executive agrees to act in good faith so as not to harm the business reputation of the Company in any way. Executive further agrees that he will not directly or indirectly defame, disparage, or publicly criticize the services, business, integrity, veracity or reputation of the Company or its owners, officers, directors, or employees in any forum or through any medium of communication. The Company agrees that it will not, directly or indirectly, through its executive officers or directors, defame, disparage, or publicly criticize the integrity, veracity or reputation of Executive. Nothing in this Agreement will preclude Executive or the Company and its executive officers and directors from supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process.

(f) Restrictive Covenants .

(i) Conflicting Employment. Executive agrees that, during the term of his employment with the Company, he will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of his employment, nor will he engage in any other activities that would or may conflict with his obligations or responsibilities to the Company.

(ii) Returning Company Documents and Property. Executive agrees that, at the time of leaving the employ of the Company or at any other time at the Company's request, he will deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, Confidential Information, other documents or property, or reproductions of any aforementioned items developed by him pursuant to his employment with the Company or otherwise belonging to the Company, its successors or assigns. To the extent Executive has retained any the Company property or Confidential Information on any electronic or computer equipment belonging to him or under his control, Executive agrees to so advise the Company and to follow the Company's instructions in permanently deleting all such property or Confidential Information and all copies, including without limitation allowing the Company access to such equipment for purposes of permanently deleting all such property or Confidential Information. In the event of the termination of Executive's employment for any reason, Executive agrees to sign and deliver the "Termination Certification" attached to the Company's Employee Handbook and provide such other written assurances of his compliance with this Agreement as may be requested by the Company.

(iii) Notification to New Employer. During Executive's employment and for a period of twelve (12) months immediately following the termination of his employment with the Company, Executive will advise the Company of any new employer of his, or any other person or entity for whom he may perform services, within three (3) days after accepting an offer to work for such employer or other person or entity. Executive hereby agrees to notify, and grant consent to notification by the Company to, any new employer, or other person or entity for whom he may perform services, of his obligations under this Agreement.

(iv) Solicitation of Employees. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly, for himself or for any other person or entity:

- (1) solicit, induce, recruit or encourage any of the Company's employees, consultants, independent contractors or any person who provides services to the Company to terminate or reduce their employment or other relationship with the Company,
- (2) hire any individual who is (or was within the six (6) months immediately preceding such hiring) an employee, exclusive consultant, or exclusive independent contractor of the Company, or
- (3) attempt to do any of the foregoing.

(v) Solicitation of Customers. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly (i) solicit, entice, or induce any Customer for the purpose of providing, or provide, products or services that are competitive with the products or services provided by the Company, or (ii) solicit, entice, or induce any Customer to terminate or reduce its business with (or refrain from increasing its business with) the Company. As used in this subsection (f)(v) of Section 7, "Customer" means any person or entity to which the Company provided products or services (or was invested in products offered by the Company), and with which Executive had contact on behalf of the Company, within the last twelve (12) months of his employment with the Company.

(vi) Noncompetition. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly:

- (1) have any ownership interest in, or participate in the financing, operation, management or control of, any Competitor; or
- (2) engage in or perform services (whether as an employee, consultant, proprietor, partner, director or otherwise) for any Competitor, if such services either (i) are the same as or similar to (individually or in the aggregate) the services Executive performed for the Company during his employment with the Company, or (ii) are performed with respect to products or services of the Competitor that are competitive with the products or services provided by the Company with which Executive was involved during his employment with the Company or about which he received Confidential Information during his employment with the Company.

(vii) As used in subsection (f)(vi) of Section 7, “Competitor” means any mortgage REIT (i) any mortgage REIT, (ii) any entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities, or (iii) any entity that manages or advises (including any external advisor) either a mortgage REIT or an entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities. The scope of the covenant set forth in subsection (f)(vi) of Section 7 will be within or with respect to the United States and any other country in which the Company is engaged in business. Executive acknowledges that the Company’s technology and products have worldwide application, including without limitation over the Internet and that such geographic scope is therefore reasonable. It is agreed that ownership of no more than 2% of the outstanding voting stock of a publicly traded corporation will not constitute a violation of subsection (f)(vi) of Section 7.

(viii) Corporate Opportunities. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, Executive will not use opportunities discovered in the course of his employment for his own personal gain or benefit. For example, if, in Executive’s capacity as a the Company employee, Executive is approached about or otherwise become aware of a potential investment or other business transaction that may be appropriate for the Company, Executive will not take that opportunity for himself, or share or disclose it to any third party, but rather Executive will bring it to the attention of his manager or other appropriate the Company personnel.

(g) Cooperation with Respect to Litigation. During the Term of Employment and at all times thereafter, Executive agrees to give prompt written notice to the Company of any claim against the Company after becoming aware of such claim and (to the extent reasonably requested by the Company) to reasonably cooperate, in good faith and to the best of his ability, with the Company in connection with any and all pending, potential or future claims, investigations or actions which directly or indirectly relate to any action, event or activity about which Executive may have knowledge in connection with or as a result of his employment by the Company. Such cooperation will include all assistance that the Company, its counsel or representatives may reasonably request, including reviewing documents, meeting with counsel, providing factual information and material, and appearing or testifying as a witness; provided, however, that the Company will promptly reimburse Executive for all reasonable expenses, including travel, lodging and meals, incurred by him in fulfilling his obligations under this Section 7(g) and, except as may be required by law or by court order, should Executive then be employed by an entity other than the Company, such cooperation will not materially interfere with Executive’s then current employment.

(h) Remedies.

(i) Executive acknowledges and agrees that the restrictions set forth in this Agreement are critical and necessary to protect the Company's legitimate business interests; are reasonably drawn to this end with respect to duration, scope, and otherwise; are not unduly burdensome; are not injurious to the public interest; and are supported by adequate consideration. Executive agrees that it would be impossible or inadequate to measure and calculate the Company's damages from any breach of the restrictions set forth herein. Accordingly, Executive agrees that if he breaches or threatens to breach any of such restrictions, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Executive further agrees that no bond or other security will be required in obtaining such equitable relief and he hereby consents to the issuance of such injunction and to the ordering of specific performance. Executive further acknowledges and agrees that (i) any claim he may have against the Company, whether under this Agreement or otherwise, will not be a defense to enforcement of the restrictions set forth in this Agreement, (ii) the circumstances of his termination of employment with the Company will have no impact on his obligations under this Agreement, and (iii) this Agreement is enforceable by the Company, and its subsidiaries, affiliates, successors and assigns.

(ii) Executive, and the Company, agree and intend that Executive's obligations under this Agreement (to the extent not perpetual) be tolled during any period that Executive is in breach of any of the obligations under this Agreement, so that the Company is provided with the full benefit of the restrictive periods set forth herein.

(iii) Executive also agrees that, in addition to any other remedies available to the Company and notwithstanding any provision of this Agreement to the contrary, in the event Executive breaches in any material respect any of his obligations under this Section 7, the Company may immediately cease all payments under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, all equity-based awards granted under this Agreement may be immediately forfeited, and the Company may require that Executive repay any after-tax amounts previously paid to Executive under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, and any stock delivered or other amounts paid (each on an after-tax basis) with respect to any equity-based awards granted under this Agreement.

(iv) Executive and the Company further agree that, in the event that any provision of this Section 7 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision will be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Executive further covenants that Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 7 and that Executive will reimburse the Company and its affiliates for all costs (including reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Section 7 if either the Company and/or its affiliates prevails on any material issue involved in such dispute or if Executive challenges the reasonableness or enforceability of any of the provisions of this Section 7, it being understood that Executive will not be considered to have challenged the enforceability of this Section 7 by arguing that his conduct did not, in fact, violate the terms of this Section 7. It is also agreed that each of the Company's affiliates will have the right to enforce all of Executive's obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 7.

8. Indemnification. The Company will indemnify Executive to the fullest extent permitted by Maryland law as amended from time to time in connection with Executive's duties with the Company, against all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement) actually and reasonably incurred by Executive in connection with an action, suit or proceeding. Expenses incurred by Executive if Executive is a party to a proceeding to which this Section may be applicable will be paid or reimbursed by the Company in advance of the final disposition of the proceeding upon receipt by the Company of (i) a written affirmation of Executive's good faith belief that Executive is entitled to indemnification by the Company pursuant to this Section with respect to such expenses and proceeding, and (ii) a written undertaking by Executive, or on Executive's behalf, to and in favor of the Company, wherein Executive agrees to repay the amount if Executive is determined not to have been entitled to indemnification under this Section. While Executive is an officer of the Company, and for six years thereafter, the Company (or any successor thereto) will provide comprehensive coverage under its officers and directors insurance policy (or policies) on substantially the same terms and levels that it provides to its senior executive officers, at the Company's sole cost.

9. Clawback Policy. Executive agrees that all bonuses, equity compensation and other incentive compensation provided by the Company will be subject to any applicable clawback policy implemented by the Board of Directors from time to time.

10. Inventions

(i) Inventions Retained and Licensed. Executive has attached hereto, as Exhibit C, a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by Executive prior to his employment with the Company (collectively referred to as "Prior Inventions"), which relate to the Company's proposed business, products or research and development and which are not assigned to the Company hereunder. If disclosure of any such Prior Invention would cause Executive to violate any prior confidentiality agreement, Executive understands and acknowledges that he is not to list such Prior Inventions in Exhibit B but will only disclose a cursory name for each such invention and the fact that full disclosure as to such inventions has not been made for that reason. In Exhibit C, Executive has also indicated which Prior Inventions were made in connection with his employment with Annaly Capital Management Inc. Annaly Capital Management Inc. hereby consents to Executive's disclosure and use of such Prior Inventions for purposes of his employment with the Company. If there are no such Prior Inventions indicated on Exhibit C, Executive represents that there are no such Prior Inventions. If in the course of Executive's employment with the Company, Executive incorporates into any the Company product, service or process a Prior Invention, the Company is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(ii) Assignment of Inventions. Executive acknowledges that, during the term of his employment by the Company, Executive may be expected to undertake creative work, either alone or jointly with others, which may lead to inventions, ideas, original works of authorship, developments, concepts, improvements, trade secrets or other intellectual property rights, in each case, whether or not patentable or registrable under patent, copyright or similar laws and including, in each case, tangible embodiment of any of the foregoing ("Inventions"). Executive hereby agrees that all Inventions created during the term of his employment and that is related to the actual or prospective business of the Company or result from work performed by Executive for the Company (whether or not on the Company's premises or using the Company's equipment and materials or during regular business hours) ("Company Inventions") will be a work-for-hire and will be the sole and exclusive property of the Company and, to the extent such Company Inventions are not a work-for-hire, Executive hereby assigns to the Company Investment Corporation all of his right, title and interest in and to any and all such Company Inventions. In addition, any Inventions created within three years after the termination of Executive's employment by the Company which are based upon or derived from Confidential Information or Company Inventions will be the sole and exclusive property of the Company and Executive hereby assigns to the Company all of his right, title and interest in and to any and all such Company Inventions. Nothing in the preceding sentence will be construed to limit Executive's obligations under Section 10 of this Agreement.

(iii) Maintenance of Records. Executive agrees to keep and maintain adequate and current written records of all Company Inventions made by Executive (solely or jointly with others) during the term of Executive's employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(iv) Further Assistance. Executive agrees to assist the Company, or its designee, at the Company's or its designee's expense, in every proper way to secure Company's rights, or its designee's rights, in the Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company, or its designee, of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company, or its designee, will deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, or its designee, the sole and exclusive rights, title and interest in and to such Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Executive further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers will continue after the termination of this Agreement. If the Company, or its designee, is unable because of Executive's mental or physical incapacity or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign patents, copyright registrations or other registrations covering Company Inventions, then Executive hereby irrevocably designates and appoints the Company, or its designee, and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by him. Executive understands and acknowledges that this appointment is coupled with an interest and survives his death or incompetence.

(v) Moral Rights. To the extent not assignable, Executive hereby waives, to the extent permitted by applicable law, any and all claims he may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Company Inventions.

(vi) No License. Executive understands and acknowledges that this Agreement does not, and will not be construed to grant him any license or right of any nature with respect to any Company Inventions or Confidential Information.

(vii) Application. Executive agrees that the provisions of subsections (i) of this Section 10 will apply with respect to any and all Inventions, whether created during services to the Company or any predecessor entity, or during any pre-organization period. Executive acknowledges that the Company and its future investors will rely on this representation.

11. Assignability; Binding Nature. This Agreement will inure to the benefit of the Company and Executive and their respective successors, heirs (in the case of Executive) and assigns. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that any such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. This Agreement will not be assignable by Executive; provided however that, in the event of Executive's death or a judicial determination of his incapacity, references to Executive in this Agreement will be deemed, as appropriate, to be references to his heirs, executor(s) or other legal representative(s).

12. Representation. The Company and Executive each represent and warrant that it or he is fully authorized and empowered to enter into this Agreement and that its entering into this Agreement and the performance of its or his obligations under this Agreement will not violate any agreement between to which it or he is a party.

13. Entire Agreement; Inconsistency. This Agreement contains the entire agreement between the Company and Executive concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between them with respect thereto. In the event of any inconsistency between this Agreement and any other plan, program, practice or agreement in which Executive is a participant or a party, whether applicable on the date of this Agreement or at any time thereafter, this Agreement will control unless, with Executive's prior written consent, such other plan, program, practice or agreement specifically refers to this Agreement as not so controlling.

14. Amendment or Waiver. This Agreement can only be changed, modified or amended in a writing that is signed by both Executive and the Company and that specifically identifies the provision(s) of this Agreement that are being changed, modified or amended. No waiver by either the Company or Executive at any time of any breach by the other party of any condition or provision of this Agreement will be deemed a waiver of a similar or dissimilar condition or provision at the same or at any prior or subsequent time. Any waiver must be in writing and signed by Executive or the Board of Directors, as the case may be.

15. Severability. In the event that any provision or portion of this Agreement will be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law.

16. Reasonableness. To the extent that any provision or portion of this Agreement is determined to be unenforceable by a court of law or equity, that provision or portion of this Agreement will nevertheless be enforceable to the extent that such court determines is reasonable.

17. Survivorship. The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations. For the avoidance of doubt, the covenants in Section 7 and the indemnification and insurance provisions of Section 8 of this Agreement will survive any termination or expiration of this Agreement and termination of Executive's employment for any reason.

18. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto will be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions), other than rights and obligations (and related claims and disputes) pursuant to Section 8 (Indemnification) which will be governed by Maryland law. Each of the parties agrees that any dispute between the parties will be resolved only in the courts of the State of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits for himself or itself in any proceeding relating to this Agreement or Executive's employment by the Company or any affiliate, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of New York, the court of the United States of America for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding will be heard and determined in such New York State court or, to the extent permitted by law, in such federal court; (b) consents that any such Proceeding may and will be brought in such courts and waives any objection that he or it may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) waives all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or Executive's employment by the Company or any affiliate, or his or its performance under or the enforcement of this Agreement; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at his or its address as provided in accordance with Section 19; and (e) agrees that nothing in this Agreement will affect the right to effect service of process in any other manner permitted by the laws of the State of New York.

19. Notices. Any notice given to either party will be in writing and will be deemed to have been given when delivered personally, by reputable overnight courier, or when received if sent by certified mail, postage prepaid, return receipt requested, duly addressed to the party concerned, if to the Company, at its principal executive office, and if to Executive, at the address of Executive shown on the Company's records or at such other address as such party may give notice of.

20. Withholding. The Company will be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company determines in its sole discretion to be required to be withheld pursuant to applicable law. The Company will use commercially reasonable efforts to establish a relationship with a broker-dealer to facilitate the sale of shares acquired on the vesting or exercise of any equity or equity-based compensation granted to Executive by the Company to enable Executive to satisfy all applicable withholding taxes due in connection with such vesting or exercise; provided that if the Company does not establish any such relationship, Executive may satisfy such withholding obligations by instructing the Company to retain shares otherwise deliverable to Executive upon the vesting or exercise of any such equity or equity-based award with a fair market value not exceeding the minimum amount required to be withheld by applicable law.

21. Headings. The headings of the Sections contained in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts. Signatures delivered by facsimile (including by "pdf") will be deemed effective for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Chimera Investment Corporation

By: /s/

Name: Gerard Creagh

Title: Member of the Compensation Committee

By: /s/

Name: Robert Colligan

Title: Chief Financial Officer

Exhibit A

Annual Performance Bonus

The following summarizes the material terms of the annual bonus (“Annual Bonus”) set forth in Section 3(b)(ii) of the Agreement to which this Exhibit A is attached. Unless otherwise specified in this Exhibit A, all defined terms have the meanings set forth in the Agreement.

1. Performance Period. The Annual Bonus will be payable for each of the following performance periods (each, a “Performance Period”).

- January 1, 2016 through December 31, 2016
- January 1, 2017 through December 31, 2017
- January 1, 2018 through December 31, 2018

Except as otherwise provided in the Agreement, Executive will be eligible to receive the Annual Bonus only if Executive remains employed by the Company through the last day of the applicable Performance Period. For the avoidance of doubt, Executive will not be entitled to an Annual Bonus for any Performance Period beginning on or after Executive’s termination of employment for any reason.

Any Annual Bonus will be subject to achievement of the performance goals described herein. In no event will Executive receive any unpaid Annual Bonus in the event Executive’s employment is terminated by the Company for Cause or by Executive (other than for Good Reason as described above).

2. Target Bonus. For each Performance Period, Executive’s target annual bonus (the “Target Bonus”) will be equal to \$1,500,000. Executive is eligible to receive an Annual Bonus from 0% to 140% of the Target Bonus for each Performance Period, based on performance as described below.

3. Performance Components. The Annual Bonus will consist of three components:

- 50% of the Annual Bonus will be payable based on the Company’s return on average equity (“ROAE”) and such portion of the Annual Bonus, the “ROAE Bonus”).
- 25% of the Annual Bonus will be payable based on the Company’s three-year average total shareholder return (stock appreciation plus dividends) (“TSR”) and such portion of the Annual Bonus, the “TSR Bonus”) for the three year period beginning on the first day of the applicable Performance Period (the “TSR Measurement Period”).
- 25% of the Annual Bonus will be payable at the discretion of the Committee (such portion of the Annual Bonus, the “Discretionary Bonus”).

4. Definition of ROAE.

For purposes of the ROAE Bonus: “ROAE” means (i) Company Return, divided by (ii) Company Average Equity, for the 12 month Performance Period.

“Company Return” means net income as determined in accordance with GAAP, but excluding non-cash, non-operating expense items such as depreciation expense, amortization of goodwill and other non-cash, non-operating expense items as determined by the Compensation Committee in its sole discretion for the applicable Performance Period. If, for any portion of any Performance Period, (i) the Company does not use hedge accounting or (ii) its derivative hedging instruments or any portion thereof are otherwise deemed ineffective, which in either case, results in changes in the value of such hedging instruments being recorded in the Company’s GAAP income statement, then any gains or losses from such hedging instruments will also be excluded from the calculation of Company Return.

“Company Average Equity” means the stockholders’ equity of the Company as determined in accordance with GAAP, but excluding accumulated other comprehensive income or loss (which, among other things, reflects unrealized gains or losses in the Company’s residential mortgage-backed securities portfolio), stockholders’ equity attributable to preferred stock and other items as determined by the Compensation Committee in its sole discretion for the applicable Performance Period. For purposes of calculating ROAE, Company Average Equity will be determined based on the average of the Company’s stockholders’ equity calculated as described in the preceding sentence as of the last day of each month during the applicable Performance Period.

5. ROAE Bonus

For each Performance Period, the target amount of the ROAE Bonus will be equal to 50% of the Target Bonus, and Executive will be eligible to receive from 0% to 140% of such target amount of ROAE Bonus.

For purposes of the ROAE Bonus:

- The “ROAE Target” will be the greater of (x) the 2 Year Treasury Rate + 400 basis points or (y) 14%; provided that the ROAE Target will not exceed 16%.
- The “2 Year Treasury Rate” will be calculated as the average of the weekly 2 year Treasury note rates published in the U.S. Federal Reserve H.15 Report for the 52 weeks in the Performance Period.

The following table sets forth the percentage of the ROAE Target payable based on ROAE achieved for the applicable Performance Period:

ROAE Achieved	Percentage of ROAE Target Payable
0% to 10%	0% to 60% by linear interpolation
12%	80%
14%	100%
16%	120%
18%	140%

For ROAE achieved between 10% and 18% but that is not set forth in the above table, between 60% and 140% of the ROAE Target will be payable, determined by linear interpolation.

100% of the ROAE Bonus will be paid in cash between January 1 and March 15 of the year following the last day of the applicable Performance Period.

6. TSR Bonus

For each Performance Period, Executive will be granted a target number of PSUs under the Equity Bonus Plan having an aggregate value on the first day of the Performance Period equal to 25% of the Target Bonus (the “Target PSUs”). Subject to Executive’s continuing employment through the last day of the TSR Measurement Period, between 0% and 140% of the Target PSUs will vest and be paid in common stock of the Company between January 1 and March 15 of the year following the last day of the applicable TSR Measurement Period, in accordance with the following table:

Three-Year Average TSR	Percentage of Target PSUs Vesting and Payable
Less than 10%	0%
10%	60%
12%	80%
14%	100%
16%	120%
18%	140%

For TSR that falls between 10% and 18% but that is not set forth in the above table, the percentage of the Target PSUs that will vest for the applicable TSR Measurement Period will be determined by linear interpolation.

Notwithstanding anything herein to the contrary, upon the consummation of a Change in Control, (i) the percentage of the Target PSUs that would have vested in accordance with the preceding table based on the Company’s actual average TSR from the grant date through the date of such Change in Control will be eligible to vest on the last day of the applicable TSR Measurement Period, subject only to Executive’s continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e) of the Agreement), and (ii) any portion of the Target PSUs that would not have vested in accordance with the preceding table based on the Company’s actual average TSR from the grant date through the date of such Change in Control will be forfeited as of such Change in Control with no compensation due therefor.

7. Discretionary Bonus

For each Performance Period, the target amount of the Discretionary Bonus will be equal to 25% of the Target Bonus, and Executive will be eligible to receive from 0% and 140% of the target amount of such Discretionary Bonus. The amount of the Discretionary Bonus will be determined by the Compensation Committee based upon any factors deemed relevant and appropriate by the Compensation Committee in its sole discretion, as determined within 90 days after commencement of the Performance Period and communicated to Executive, including without limitation, the Company’s relevant stock price and/or TSR relative to its peers, the Company’s leverage strategy relative to business plan and peers, the Company’s other asset management activities and Executive’s individual performance. The achievement of such factors will be considered in evaluating Executive’s performance in respect of any such Discretionary Bonus; provided, however, that the final determination of such Discretionary Bonus, including the amount thereof to be awarded, will be in the sole discretion of the Compensation Committee.

For the 2016 Performance Period, the Discretionary Bonus will be paid 66.7% in cash and 33.3% in restricted stock or RSUs. For the 2017 and 2018 Performance Periods, 100% of the Discretionary Bonus will be paid in restricted stock or RSUs. The restricted stock or RSUs will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment with the Company (except as otherwise provided in Sections 5(a), 5(b) or 5(e) of the Agreement) and the terms and conditions of the Equity Compensation Plan and the applicable award agreement. Such amounts will be paid and restricted stock or RSUs granted between January 1 and March 15 of the year following the year to which the Discretionary Bonus relates.

8. Dividend Equivalents.

Dividend equivalents will accrue on RSUs and PSUs that become vested hereunder as and when dividends are paid to the Company's shareholders and will be paid to Executive in cash, shares or a combination thereof, as determined by the Committee in its sole discretion, at the time such RSUs or PSUs are settled.

9. Committee Determinations

All determinations with respect to the Annual Bonus, including, without limitation, the amount, if any, that is payable to Executive for each Performance Period, will be made by the Compensation Committee, in good faith and in compliance with this Exhibit A. All such determinations will be final and binding on Executive and the Company.

Exhibit B

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Employment Agreement, dated as of August 5, 2015, (the "Agreement") by and between Robert Colligan (the "Executive") and Chimera Investment Corporation (the "Company"), the Executive on behalf of himself and any person or entity claiming by, through, or under him (including without limitation his heirs, executors, administrators, spouse, personal representatives and assigns), releases and discharges the Company and its past, present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, employees, attorneys, agents, benefit plans, and/or owners, and their respective successors and assigns, and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (collectively, the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, attorneys' fees and costs, and demands whatsoever ("Claims") which the Executive (or any person or entity claiming by, through, or under him) have, had, or may have, against the Released Parties or any of them arising at any time from the beginning of the world to the date Executive executes this General Release, whether known or unknown, accrued or unaccrued, contingent or noncontingent. The Claims described in this paragraph include without limitation, (i) any and all Claims relating to the Executive's employment by the Company and the cessation thereof, (ii) any and all Claims for discrimination based on age, sex, race, color, disability status, national origin, religion, or any other protected characteristic, including but not limited to, Claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the New York State and New York City Human Rights Laws, and all state and local analogues of such statutes, each as amended, (iii) any and all Claims under all federal, state, and local statutes, rules, regulations, or ordinances, each as amended, including but not limited to, the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq., the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. §§ 2101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq., the New York Labor Laws, the New York Whistleblower Protection Law, the New York Civil Rights Law (N.Y. Civ. Rts. § 1, et seq.), the New York AIDS/HIV confidentiality law (N.Y. Public Health Law §2780), and the New York Equal Pay Law, and (iv) any and all Claims under the common law of any jurisdiction, including but not limited to, breach of contract, defamation, interference with contractual/prospective contractual relations, invasion of privacy, promissory estoppel, negligence, breach of the covenant of good faith and fair dealing, fraud, infliction of emotional distress, and wrongful discharge; provided, however, that the Executive does not release or discharge the Released Parties from any of the Company's obligations to him under the Agreement (including Section 8 (Indemnification) thereof) or any vested benefit the Executive may be due under a tax qualified plan sponsored or maintained by the Company. It is the intention of the Executive that the language relating to the description of Claims in this paragraph will be given the broadest possible interpretation permitted by law. It is understood that nothing in this General Release is to be construed as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive agrees and covenants not to file, initiate, or join any lawsuit (either individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any Claim(s) barred or released by this General Release. If he does so, and the action is found to be barred in whole or in part by this General Release, the Executive agrees to pay the attorneys' fees and costs, or the proportions thereof, incurred by the applicable Released Party in defending against those Claims that are found to be barred by this General Release. Nothing in this General Release precludes the Executive from challenging the validity of this General Release under the requirements of the Age Discrimination in Employment Act, and the Executive will not be responsible for reimbursing the attorneys' fees and costs of the Released Parties in connection with such a challenge to the validity of the release. The Executive, however, acknowledges that this General Release applies to all Claims that he has under the Age Discrimination in Employment Act, and that, unless the release is held to be invalid, all of the Executive's Claims under that Act will be extinguished by execution of this General Release. The Executive further agrees that nothing in this General Release will preclude or prevent the Executive from filing a charge with, providing information to, or cooperating with the U.S. Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission, or other government agency, and the Executive understands that he does not need the prior authorization of any of the Released Parties prior to taking any such action. The Executive will not seek or accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any Claims released in this General Release.

The Executive is hereby advised to consult with counsel before executing this General Release. The Executive may take twenty-one (21) days to consider whether to execute this General Release. The Executive agrees that changes made to this General Release, whether material or immaterial, do not restart the aforementioned twenty-one (21) day period. Upon the Executive's execution of this General Release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company's Corporate Secretary. If seven (7) days pass without receipt of such notice of revocation, this General Release will become binding and effective on the eighth (8th) day after the execution hereof (the "Effective Date").

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

Dated: _____

Exhibit C

[Prior Inventions]

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this “Agreement”) by and between Chimera Investment Corporation (the “Company”) and Philip J. Kardis, II (the “Executive”) is effective as of August 5, 2015 (the “Effective Date”), subject to and contingent upon the execution and effectiveness of that certain Transition Services Agreement by and between Annaly Management Company LLC (“Annaly”) and the Company (the “TSA”), dated on or about the date hereof, and this Agreement will be null and void *ab initio* if the TSA is not executed by the Company and Annaly.

WITNESSETH:

WHEREAS, Executive wishes to be employed by the Company, and the Company wishes to secure the employment of Executive, under the terms and conditions described below.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, the parties hereto agree as follows:

1. Term of Employment.

(a) The Company hereby employs Executive, and Executive hereby accepts employment with the Company, in the positions and with the duties and responsibilities as set forth in Section 2 below for the Term of Employment (as defined below), subject to the terms and conditions of this Agreement.

(b) The term of employment under this Agreement will commence on September 1, 2015 or such earlier date as the parties may agree and continue until December 31, 2018 (the “Initial Term”), and, prior to a Change in Control only, will be extended for an additional one year period (the “Renewal Term”) on the last day of the Initial Term and on each subsequent anniversary thereof, unless either party provides written notice of nonrenewal to the other party not less than 90 days prior to the last day of the Initial Term or any Renewal Term (the Initial Term together with each Renewal Term, the “Term of Employment”); provided that, upon the consummation of a Change in Control, the Term of Employment will be extended to the second anniversary of such Change in Control; provided, further, that if the last day of the Term of Employment otherwise would occur during a Garden Leave period, the Term of Employment will continue through the end of such Garden Leave. The Term of Employment may also be terminated in accordance with Section 5 hereof.

2. Position; Duties and Responsibilities.

(a) During the Term of Employment, Executive will be employed as the General Counsel of the Company, reporting directly to the Chief Executive Officer of the Company. Executive will (i) be responsible for, and, along with the Company’s Chief Executive Officer, have authority over, the Company’s legal functions, and (ii) have such other duties and responsibilities as are assigned to him by the Company’s Chief Executive Officer or the Board of Directors of the Company (the “Board of Directors”) (not inconsistent in any significant respect with the duties and responsibilities typically assigned to the general counsel of a publicly-traded REIT).

(b) During the Term of Employment, Executive will, without additional compensation, also serve on the board of directors of, serve as an officer of, and/or perform such executive and consulting services for, or on behalf of, such subsidiaries or affiliates of the Company as the Board of Directors may, from time to time, request. For purposes of this Agreement, the term “affiliate” will have the meaning ascribed thereto in Rule 12b-2 under the Securities Exchange Act of 1934, as amended (the “Act”).

(c) During the Term of Employment, Executive will serve the Company faithfully, diligently and to the best of his ability and will devote substantially all of his time and efforts to his employment and the performance of his duties under this Agreement. Nothing herein will preclude Executive from engaging in charitable and community affairs and managing his personal, financial and legal affairs, so long as such activities do not materially interfere with his carrying out his duties and responsibilities under this Agreement.

3. Compensation.

(a) Base Salary. During the Term of Employment, Executive will be entitled to receive an annualized base salary (the "Base Salary") of not less than \$750,000. Beginning in 2017, the Compensation Committee of the Board of Directors (the "Compensation Committee") will review Executive's Base Salary annually to determine whether increases are appropriate. Any such increased amount will thereafter be Executive's "Base Salary" for purposes under this Agreement.

(b) Annual Bonus.

(i) For the calendar year ending December 31, 2015, Executive will be eligible to receive a guaranteed cash bonus of not less than \$500,000 (the "2015 Bonus"). Executive must be employed on December 31, 2015 to receive the 2015 Bonus. The 2015 Bonus will be paid between January 1, 2016 and March 15, 2016.

(ii) For each of calendar years 2016, 2017 and 2018, Executive will be entitled to an annual cash bonus equal to 200% of the Base Salary (the "Guaranteed Annual Bonus"). Executive must be employed on December 31 of the applicable calendar year to receive the Guaranteed Annual Bonus for such year. The Guaranteed Annual Bonus will be paid between January 1 and March 25 of the year following the year to which it relates. Thereafter, Executive's annual bonus will be determined by the Compensation Committee of the Board of Directors in its sole discretion, but in consultation with the Chief Executive Officer.

(iii) For each of calendar years 2016, 2017 and 2018, Executive will be eligible for a discretionary annual equity bonus equal to 33% of the Base Salary (the "Discretionary Annual Bonus"). Executive must be employed on December 31 of the applicable calendar year to receive the Discretionary Annual Bonus for such year. The Discretionary Annual Bonus will be paid in restricted stock or restricted stock units ("RSUs") that will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment (except as otherwise provided in Sections 5(a), 5(b) or 5(e)) and the terms and conditions of the Company's equity compensation plan (the "Equity Compensation Plan") and the applicable award agreement. Such restricted stock or RSUs will be granted between January 1 and March 15 of the year following the year to which it relates. Thereafter, Executive's annual bonus will be determined by the Compensation Committee of the Board of Directors in its sole discretion, but in consultation with the Chief Executive Officer.

(c) Long-Term Equity Incentives.

(i) During the first quarter of 2016, the Company will grant Executive restricted stock or RSUs having a grant fair market value of \$250,000 that will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment (except as otherwise provided in Sections 5(a), 5(b) or 5(e)) and the terms and conditions of the Equity Compensation Plan and the applicable award agreement.

(ii) During the Term of Employment, commencing in the first quarter of 2016, the Company will annually grant Executive restricted stock or RSUs having a grant fair market value of \$500,000 that will vest in equal annual installments on the first three anniversaries of the grant date, subject to Executive's continuing employment (except as otherwise provided in Sections 5(a), 5(b) or 5(e)) and the terms and conditions of the Equity Compensation Plan and the applicable award agreement (each, an "Annual Equity Award").

(d) Dividend Equivalents. Dividend equivalents will accrue on RSUs that become vested hereunder as and when dividends are paid to the Company's shareholders and will be paid to Executive in cash, shares or a combination thereof, as determined by the Committee in its sole discretion, at the time such RSUs are settled.

(e) Stock Ownership Requirements. All shares of the Company stock distributed to Executive by the Company will be subject to the stock ownership guidelines in effect for executives from time to time, as determined by the Board of Directors. Unless the stock ownership guidelines provide otherwise, vested shares of equity grants cannot be transferred or sold during Executive's employment by the Company until the value of Executive's stock holdings in the Company (including shares of restricted stock) exceeds three times Executive's Base Salary; and following the termination of Executive's employment with the Company, vested shares of equity grants may not be sold or transferred to the extent the value of Executive's stock holdings does not exceed five times Executive's Base Salary as of the date of Executive's termination of employment (provided, however, that this sentence will no longer apply following the six-month anniversary of Executive's termination of employment). Notwithstanding the foregoing, the restrictions of this subsection (d) will not prevent Executive from selling or directing the withholding of shares of the Company stock in accordance with and subject to Section 20 to satisfy income tax and employment tax obligations relating to the vesting and settlement of the equity grants to which the shares relate.

(f) Relocation Benefits. To the extent necessary and consistent with any mutually agreeable relocation date, the Company will provide appropriate temporary housing for Executive. The Company will reimburse Executive for reasonable relocation expenses, as agreed to between the parties in good faith and subject to such documentation as may be requested by the Company. Relocation expenses will include reasonable packing, moving and storage costs for the relocation of the personal property of Executive and his immediate family, house-hunting travel expenses for Executive and his family and the reasonable closing costs in connection with the sale of Executive's current primary residence and the purchase of a new primary residence in connection with his relocation to the New York City metropolitan area, including typical and customary brokers' commissions, title fees, attorneys fees, transfer taxes and all other fees and charges related to closing but excluding any taxes on sale and purchase, down-payment, mortgage points or similar costs. The relocation will occur at a time mutually agreeable to Executive and the Company but no later than July 15, 2016. Executive will be entitled to a gross-up payment from the Company for all taxes incurred on all relocation expenses and benefits that are taxable to Executive, up to a maximum gross-up payment of \$150,000.

4. Employee Benefit Programs and Fringe Benefits. During the Term of Employment, Executive will be entitled to five weeks of vacation per fiscal year and will be eligible to participate in all executive incentive and employee benefit programs of the Company now or hereafter made available to the Company's senior executives or salaried employees generally, as such programs may be in effect from time to time. The Company will reimburse Executive for any and all necessary, customary and usual business expenses incurred by Executive in connection with his employment in accordance with applicable the Company policies.

5. Termination of Employment

(a) Termination Due to Death or Disability. If Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below. In addition (subject to compliance with the requirements of Section 5(i) and Section 7 in the event of Disability):

(i) Executive will receive any unpaid annual bonus earned under Section 3(b) for the calendar year immediately preceding Executive's date of termination if Executive's employment is terminated during the Term of Employment by reason of Executive's death or Disability;

(ii) In the event Executive's employment is terminated during the Term of Employment by reason of Executive's Disability, the Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(iii) Whether or not such termination of employment due to death or Disability occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive in connection with a Discretionary Annual Bonus that vests solely on the basis of continued employment will vest in full; and

(iv) Whether or not such termination of employment due to death or Disability occurs during the Term of Employment, any outstanding equity award previously granted under Section 3(c) will vest in full and be settled within 60 days following the date of such termination.

(b) Termination By the Company Without Cause or By Executive for Good Reason Other Than Within 24 Months Following a Change in Control. In the event Executive's employment is terminated during the Term of Employment by the Company without Cause or by Executive for Good Reason (other than for death or Disability, as described in Section 5(a)) occurring other than within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) Executive will be entitled to a cash amount (the "Severance Amount") equal to one times the sum of (1) his then current Base Salary and (2) the average of the annual bonuses paid to Executive by the Company in accordance with Section 3(b) for the three (or fewer) calendar years preceding such termination (the "Average Bonus"); provided that, in the case of a termination occurring prior to the payment of the 2015 Bonus, the Average Bonus will be deemed to equal \$500,000. The Severance Amount will be paid in 12 equal monthly installments commencing within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding equity-based compensation previously granted to Executive as part of his annual bonus under Section 3(b) will, to the extent not already vested, immediately vest;

(iii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, any outstanding equity award previously granted under Section 3(c) will vest in full and be settled within 60 days following the date of such termination;

(iv) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 12 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(v) Executive will be paid a pro-rata portion of the Guaranteed Annual Bonus and the Discretionary Annual Bonus payable for the year of termination when the Company pays bonuses to its employees generally, but no later than March 15 of the immediately following year; and

(vi) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any unpaid annual bonus earned under Section 3(b) for the calendar year immediately preceding Executive's date of termination.

The parties agree that a termination of Executive's employment pursuant to this Section 5(b), Section 5(c) or Section 5(d) below will not be a breach of this Agreement and does not relieve either party of its/his other obligations hereunder.

(c) Termination by the Company for Cause or Voluntary Termination by Executive. In the event that at any time during the Term of Employment Executive's employment is terminated by the Company for Cause or by Executive other than for Good Reason, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f).

(d) Garden Leave. Executive will provide a Notice of Termination to the Company no less than 90 days prior to any termination of Executive's employment (whether for Good Reason or without Good Reason) during the Term of Employment, other than a termination during the period described in Section 5(e), and the Company will provide a Notice of Termination to Executive no less than 90 days prior to any termination of Executive's employment for Cause or without Cause during the Term of Employment, other than a termination during the period described in Section 5(e); provided that the Company may elect to terminate the Garden Leave (as defined below) and Executive's employment at any time during the Garden Leave if Executive is terminated for Cause. During this 90-day notice period (the "Garden Leave"), Executive will (i) continue to be an employee of the Company and will make himself available to provide such services directed by the Company that are reasonably consistent with Executive's status as a senior executive of the Company and (ii) continue to be paid his Base Salary and to be eligible to participate in the Company's benefits programs, but will not be eligible to earn any annual bonus with respect to a calendar year that ends after the commencement of the Garden Leave. During the Garden Leave, the Company may require Executive to resign from any position with the Company and/or remove any or all of Executive's duties or responsibilities, which will not constitute Good Reason or otherwise be a violation of this Agreement. Executive agrees that he will not commence employment with any entity during or in connection with the commencement of the Garden Leave. During the Garden Leave, Executive will take all steps reasonably requested by the Company to effect a successful transition of client and customer relationships to the person or persons designated by the Company. Notwithstanding the foregoing, the Company in its sole discretion may waive all or any portion of the 90-day notice requirement by providing written notice to Executive accelerating the last day of the Garden Leave period; provided that the Company's exercise of its right to waive all or any portion of the 90-day notice requirement and accelerate the last day of the Garden Leave period will not be treated as a termination of Executive's employment by the Company without Cause or as giving Executive any basis for terminating his employment for Good Reason.

(e) Termination Related to Change in Control. In the event of the termination of Executive's employment during the Term of Employment by the Company other than for Cause or Executive's resignation of his employment for Good Reason (other than for Disability, as described in Section 5(a)) within 24 months following a Change in Control, Executive's Term of Employment will terminate automatically without further obligations to Executive, his legal representative or his estate, as the case may be, under this Agreement except for any payments payable to Executive pursuant to Section 5(f) below and if the requirements of Section 5(i) are met and subject to Executive's continued compliance with Section 7:

(i) The Company will immediately pay to Executive in a lump sum, but in all events within 60 days following the date of termination, a cash payment equal to the Severance Amount;

(ii) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, all of Executive's outstanding restricted stock, RSUs and stock options previously granted will immediately vest in full, any dividend equivalents associated with any such equity award will continue to be payable according to the terms of the applicable grant agreement, any such RSUs will be settled within 60 days after the date of such termination of employment, and any such options will remain exercisable until the earlier of (a) 90 days following the date of such termination or (b) the date on which each such option would have expired had Executive's employment not terminated;

(iii) The Company will reimburse Executive for 100% of the COBRA premiums incurred by Executive for Executive and his eligible dependents under the Company's health care plan during the 18 month period following Executive's termination of employment. Such reimbursement will be provided on the payroll date immediately following the date on which Executive remits the applicable premium payment and will commence within 60 days after the termination date; provided that, the first payment will include any reimbursements that would have otherwise been payable during the period beginning on Executive's termination date and ending on the date of the first reimbursement payment. Reimbursement payments will be treated as taxable compensation to Executive;

(iv) Executive will be paid a pro-rata portion of the Guaranteed Annual Bonus and the Discretionary Annual Bonus payable for the year of termination when the Company pays bonuses to its employees generally, but no later than March 15 of the immediately following year; and

(v) Whether or not such termination of employment by the Company without Cause or by Executive for Good Reason occurs during the Term of Employment, Executive will receive any unpaid annual bonus earned under Section 3(b) for the calendar year immediately preceding Executive's date of termination.

(f) Other Payments. Upon the termination of Executive's employment during the Term of Employment, in addition to the amounts payable under any Section above, Executive will be entitled to receive the following:

(i) any earned but unpaid portion of the Base Salary and accrued unused vacation;

(ii) any vested deferred compensation (including any interest accrued on or appreciation in value of such deferred amounts) in accordance with the applicable plan documents;

(iii) reimbursement for reasonable business expenses incurred but not yet reimbursed by the Company in accordance with the Company's expense reimbursement policy, as in effect from time to time; and

(iv) any other benefits to which Executive or his legal representative may be entitled under all applicable plans and programs of the Company, as provided in Section 4 above.

(g) Payments Subject to Section 409A and Other Applicable Law.

(i) The Company and Executive intend that this Agreement will be interpreted and administered so that any amount or benefit payable hereunder will be paid or provided in a manner that is either exempt from or compliant with Section 409A of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and Internal Revenue Service guidance promulgated thereunder ("Section 409A").

(ii) Notwithstanding anything herein to the contrary, Executive will not be entitled to any payment pursuant to this Section 5 prior to the earliest date permitted under Section 409A of the Code, and applicable Treasury regulations thereunder. To the extent any payment pursuant to this Section 5 is required to be delayed six months pursuant to the special rules of Section 409A of the Code related to “specified employees,” each affected payment will be delayed until six months after Executive’s termination of employment, and, unless provided otherwise, with the first such payment being a lump sum equal to the aggregate payments Executive would have received during such six-month period if no payment delay had been imposed. Any payments or distributions delayed in accordance with the prior sentence will be paid to Executive on the first day of the seventh month following Executive’s termination of employment or, if earlier, within ten days following the date of Executive’s death.

(iii) Notwithstanding any other provision contained herein, to the extent any payments or distributions due to Executive upon termination of his employment under this Agreement are subject to Section 409A of the Code (i) a termination of Executive’s employment will be interpreted in a manner that is consistent with the definition of a “separation from service” under Section 409A of the Code and the applicable Treasury regulations thereunder and (ii) all such payments will be treated as a series of separate payments for purposes of Section 409A of the Code.

(iv) If Executive is entitled to any reimbursement of expenses or in-kind benefits that are includable in Executive’s federal gross taxable income, the amount of such expenses reimbursable or in-kind benefits provided in any one calendar year will not affect the expenses eligible for reimbursement or the in-kind benefits to be provided in any other calendar year. Executive’s right to reimbursement of expenses or in-kind benefits under this Agreement will not be subject to liquidation or exchange for another benefit.

(v) None of the Company, its affiliates or their respective directors, officers, employees or advisors will be held liable for any taxes, interest or other amounts owed by Executive as a result of the application of Section 409A or otherwise.

(h) No Mitigation; No Offset. In the event of any termination of Executive’s employment under this Agreement, he will be under no obligation to seek other employment or otherwise in any way to mitigate the amount of any payment provided for in this Section 5, and there will be no offset against amounts due him under this Agreement on account of any remuneration attributable to any subsequent employment that he may obtain.

(i) Release. The Company’s obligation to make any payment or provide any benefit pursuant to this Section 5 (other than pursuant to Sections 5(f) above) will be contingent upon, and is the consideration for, (A) Executive executing and delivering to the Company, within 45 days after termination of his employment, a general release (the “Release”), substantially in the form annexed hereto as Exhibit A, and (B) such release becoming irrevocable in accordance with its terms. In the event that the 45-day period referred to in the immediately preceding sentence spans two calendar years, any payments that, but for this sentence, would have been made hereunder during the first such calendar year will be delayed and paid to Executive on the first regular payroll date of the Company in such second calendar year, with any subsequent payments to be made as if no such delay had occurred.

(j) Parachute Payments.

(i) Notwithstanding any other provisions of this Agreement to the contrary, in the event that it will be determined that any payment or distribution in the nature of compensation (within the meaning of Section 280G(b)(2) of the Code) to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (the “Payments”), would constitute an “excess parachute payment” within the meaning of Section 280G of the Code, the Company will reduce (but not below zero) the aggregate present value of the Payments under the Agreement to the Reduced Amount (as defined below), if reducing the Payments under this Agreement will provide Executive with a greater net after-tax amount than would be the case if no such reduction was made. To the extent such Payments are required to be so reduced, the Payments due to Executive will be reduced in the following order, unless otherwise agreed and such agreement is in compliance with Section 409A of the Code: (i) Payments that are payable in cash, with amounts that are payable last reduced first; (ii) Payments due in respect of any equity or equity derivatives included at their full value under Section 280G (rather than their accelerated value); (iii) Payments due in respect of any equity or equity derivatives valued at accelerated value under Section 280G, with the highest values reduced first (as such values are determined under Treasury Regulation Section 1.280G-1, Q&A 24); and (iv) all other non-cash benefits. The Payments will be reduced as described in the preceding sentence only if (A) the net amount of the Payments, as so reduced (and after subtracting the net amount of federal, state and local income and payroll taxes on the reduced Payments), is greater than or equal to (B) the net amount of the Payments without such reduction (but after subtracting the net amount of federal, state and local income and payroll taxes on the Payments and the amount of Excise Tax (as defined below) to which Executive would be subject with respect to the unreduced Payments).

(ii) The “ Reduced Amount ” will be an amount expressed in present value that maximizes the aggregate present value of Payments under this Agreement or otherwise without causing any Payment under this Agreement to be subject to the Excise Tax, determined in accordance with Section 280G(d) (4) of the Code. The term “ Excise Tax ” means the excise tax imposed under Section 4999 of the Code, together with any interest or penalties imposed with respect to such excise tax.

(iii) All determinations to be made under this Section 5(j) will be made by an independent registered public accounting firm or consulting firm selected by the Company immediately prior to a change in control, which will provide its determinations and any supporting calculations both to the Company and Executive within ten days of the change in control. Any such determination by such firm will be binding upon the Company and Executive. All fees and expenses of the accounting or consulting firm in performing the determinations referred to in this Section 5(j) will be borne solely by the Company.

(k) Resignation from Positions. Upon termination of Executive’s employment with the Company for any reason, Executive will be deemed to have resigned with immediate effect from any position he then holds as an officer, director or fiduciary of the Company or any Company-related entity. In furtherance of the foregoing, Executive will execute and deliver to the Company any letters, documents and other instruments necessary or appropriate to effect such resignation.

(l) For the avoidance of doubt, Executive will not be entitled to any payments or benefits under Section 5(e) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(b), and Executive will not be entitled to and payments or benefits under Section 5(b) in connection with any termination of employment by the Company without Cause or by Executive for Good Reason in respect of which he is entitled to payments and benefits under Section 5(e).

(m) Termination by the Company Without Cause After Expiration of the Term of Employment Following Delivery of Notice of Nonrenewal of the Term of Employment By the Company. If the Company provides Executive written notice of nonrenewal of the Term of Employment in accordance with Section 1(b) and the Company terminates Executive’s employment without Cause after the last day of the Term of Employment, then, if the requirements of Section 5(i) are met and subject to Executive’s continued compliance with Section 7, the Company will, in addition to providing the benefits set forth in Sections 5(b)(ii), (iii) and (vi), continue to pay Executive the Base Salary for a period of one year following his termination date in accordance with the Company’s regular payroll practices. Such Base Salary continuation payments will commence within 60 days following the date of termination, and the first payment will include any unpaid installments for the period prior to commencement.

6. Definitions. For purposes of this Agreement, the following terms will be defined as set forth below:

(a) “Cause” means Executive’s (i) conviction, or entry of a guilty plea or a plea of nolo contendere with respect to, a felony, a crime of moral turpitude or any crime committed against the Company, other than traffic violations; (ii) engagement in willful misconduct, gross negligence, or fraud, embezzlement or misappropriation relating to significant amounts, in each case in connection with the performance of his duties under this Agreement; (iii) willful failure to adhere to the lawful directions of the Board of Directors that are reasonably consistent with his duties and position provided for herein; (iv) breach in any material respect of any of the provisions of Section 7 of this Agreement; (v) chronic or persistent substance abuse that materially and adversely affects his performance of his duties under this Agreement or (vi) breach in any material respect of the terms and provisions of this Agreement resulting in material and demonstrable economic injury to the Company. No act or omission to act by Executive will be “willful” if conducted in good faith or with a reasonable belief that such act or omission was in the best interests of the Company. Notwithstanding the foregoing, (a) Executive will be given written notice of any action or failure to act that is alleged to constitute Cause (a “Default”), and an opportunity for 20 business days from the date of such notice in which to cure such Default, such period to be subject to extension in the discretion of the Board of Directors and (b) regardless of whether Executive is able to cure any Default, Executive will not be deemed to have been terminated for Cause without (I) reasonable prior written notice to Executive setting forth the reasons for the decision to terminate Executive for Cause, (II) an opportunity for Executive, together with his counsel, to be heard by the Board of Directors and (III) delivery to Executive of a Notice of Termination approved by the Board of Directors, stating its good faith opinion that Executive has engaged in actions or conduct described in the preceding sentence, which notice specifies the particulars of such action or conduct in reasonable detail; provided, however, the Company may suspend Executive with pay until such time as his right to appear before the Board of Directors, as the case may be, has been exercised, so long as such appearance is within two weeks of the date of suspension.

(b) “Change in Control” means the occurrence of any one of the following events to the extent such event also constitutes a “change in control event” for purposes of Section 409A of the Code:

(i) any “person,” as such term is used in Sections 13(d) and 14(d) of the Act (other than the Company, any of its affiliates or any trustee, fiduciary or other person or entity holding securities under any employee benefit plan or trust of the Company or any of its affiliates) together with all affiliates and “associates” (as such term is defined in Rule 12b-2 under the Act) of such person, will become the “beneficial owner” (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, of securities of the Company representing 40% or more of the combined voting power of the Company’s then outstanding securities having the right to vote in an election of the Board of Directors (“voting securities”) (other than as a result of an acquisition of securities directly from the Company); or

(ii) persons who, as of the effective date of this Agreement, constitute the Company’s Board of Directors (the “Incumbent Directors”) cease for any reason, including, without limitation, as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board of Directors, provided that any person becoming a Director of the Company subsequent to the effective date whose election or nomination for election was approved by a vote of at least a majority of the Incumbent Directors will, for purposes of this Agreement, be considered an Incumbent Director; or

(iii) there will occur (A) any consolidation or merger of the Company or any subsidiary where the stockholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Act), directly or indirectly, shares representing in the aggregate 60% or more of the voting securities of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), (B) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company (other than to an entity 60% or more owned by the shareholders of the Company) or (C) any liquidation or dissolution of the Company.

Notwithstanding the foregoing, a “Change in Control” will not be deemed to have occurred for purposes of the foregoing clause (i) solely as the result of an acquisition of securities by the Company which, by reducing the number of Shares or other voting securities outstanding, increases the proportionate voting power represented by the voting securities beneficially owned by any person to 40% or more of the combined voting power of all then outstanding voting securities.

(c) “Code” means the Internal Revenue Code of 1986, as amended.

(d) “Disability” means Executive’s inability for a period of six consecutive months, to render substantially the services provided for in this Agreement by reason of mental or physical disability, whether resulting from illness, accident or otherwise, other than by reason of chronic or persistent abuse of any substance (such as narcotics or alcohol), provided that a Disability for purposes of Section 5(a) will qualify as a Disability under Section 409A of the Code. Notwithstanding the foregoing, no circumstances or condition will constitute a Disability to the extent that, if it were, a 20% tax would be imposed under Section 409A of the Code; provided that, in such a case, the event or condition will continue to constitute a Disability to the maximum extent possible (e.g., if applicable, in respect of vesting without an acceleration of distribution) without causing the imposition of such 20% tax. In addition, nothing herein will limit or restrict the payment of any amount subject to Section 409A of the Code upon an otherwise permitted payment event under Section 409A of the Code, including upon a separation from service.

(e) “Good Reason” means:

(i) a material diminution in Executive’s title, duties or responsibilities;

(ii) relocation of Executive’s place of employment without his consent outside the New York City metropolitan area or, following a Change in Control, outside of the Borough of Manhattan;

(iii) the failure of the Company to pay within 30 business days any material payment or benefits due from the Company;

(iv) the material failure by the Company to honor any of its material obligations to Executive.

For Good Reason to exist, Executive must provide written notice of an event purportedly constituting Good Reason within 90 days of its occurrence, the Company must have failed to cure such event within 30 days following such notice and Executive must provide written notice of his decision to terminate employment, such notice to be provided within 15 days following the expiration of such cure period. The effective date of such termination will be the end of the period of Garden Leave.

(f) “Notice of Termination” means the written notice of termination of Executive’s employment delivered by, as applicable, Executive or the Company.

7. Covenants.

(a) Confidentiality Restrictions. Executive agrees at all times during the term of his employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company (while employed by the Company), or to disclose to any person, firm or corporation without advance written authorization of the Board of Directors, except as necessary for Executive to discharge his duties hereunder, any Confidential Information of the Company. Executive understands and acknowledges that “Confidential Information” includes, without limitation: client or customer lists, identities, contacts, business and financial information; investment strategies; pricing information or policies, fees or commission arrangements of the Company; marketing plans, projections, presentations or strategies of the Company; financial and budget information of the Company; personnel information, personnel lists, resumes, personnel data, organizational structure, compensation and performance evaluations; information regarding the existence or terms of any agreement or relationship between the Company and any other party; and any other information of whatever nature, which gives to the Company an opportunity to obtain an advantage over its competitors who or which do not have access to such information. Executive understands and acknowledges that Confidential Information developed by him, during the term of his employment by the Company, will be subject to the terms and conditions of this Agreement as if the Company furnished the same Confidential Information to Executive in the first instance. Executive further understands and acknowledges that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of Executive or of others who were under confidentiality obligations as to the item or items involved. In the event that Executive is required by law to disclose any Confidential Information, Executive agrees to give the Company prompt advance written notice thereof and to provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

(b) Former Employer Information. Executive agrees that he will not, during and in connection with his employment with the Company, use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that he will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity. Executive also acknowledges that he is free from any conflicts from previous employment contracts or agreements with all previous employers, and he is available for employment by the Company with no legal encumbrances and agrees to hold the Company harmless from any lawsuits arising from his previous employment.

(c) Third Party Information. Executive recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Executive agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for the Company consistent with the Company's agreement with such third party.

(d) No Public Statements. Executive agrees that he will not, without the Company's prior written consent, discuss with the media (which includes any national or local newspaper, magazine, radio and/or television station) any matter related to the Company.

(e) Mutual Non-Disparagement. Executive acknowledges that any disparaging comments by him against the Company are likely to substantially depreciate the business reputation of the Company. Executive agrees to act in good faith so as not to harm the business reputation of the Company in any way. Executive further agrees that he will not directly or indirectly defame, disparage, or publicly criticize the services, business, integrity, veracity or reputation of the Company or its owners, officers, directors, or employees in any forum or through any medium of communication. The Company agrees that it will not, directly or indirectly, through its executive officers or directors, defame, disparage, or publicly criticize the integrity, veracity or reputation of Executive. Nothing in this Agreement will preclude Executive or the Company and its executive officers and directors from supplying truthful information to any governmental authority or in response to any lawful subpoena or other legal process.

(f) Restrictive Covenants.

(i) Conflicting Employment. Executive agrees that, during the term of his employment with the Company, he will not engage in any other employment, occupation, consulting or other business activity related to the business in which the Company is now involved or becomes involved during the term of his employment, nor will he engage in any other activities that would or may conflict with his obligations or responsibilities to the Company.

(ii) Returning Company Documents and Property. Executive agrees that, at the time of leaving the employ of the Company or at any other time at the Company's request, he will deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, Confidential Information, other documents or property, or reproductions of any aforementioned items developed by him pursuant to his employment with the Company or otherwise belonging to the Company, its successors or assigns. To the extent Executive has retained any the Company property or Confidential Information on any electronic or computer equipment belonging to him or under his control, Executive agrees to so advise the Company and to follow the Company's instructions in permanently deleting all such property or Confidential Information and all copies, including without limitation allowing the Company access to such equipment for purposes of permanently deleting all such property or Confidential Information. In the event of the termination of Executive's employment for any reason, Executive agrees to sign and deliver the "Termination Certification" attached to the Company's Employee Handbook and provide such other written assurances of his compliance with this Agreement as may be requested by the Company.

(iii) Notification to New Employer. During Executive's employment and for a period of twelve (12) months immediately following the termination of his employment with the Company, Executive will advise the Company of any new employer of his, or any other person or entity for whom he may perform services, within three (3) days after accepting an offer to work for such employer or other person or entity. Executive hereby agrees to notify, and grant consent to notification by the Company to, any new employer, or other person or entity for whom he may perform services, of his obligations under this Agreement.

(iv) Solicitation of Employees. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly, for himself or for any other person or entity:

- (1) solicit, induce, recruit or encourage any of the Company's employees, consultants, independent contractors or any person who provides services to the Company to terminate or reduce their employment or other relationship with the Company,
- (2) hire any individual who is (or was within the six (6) months immediately preceding such hiring) an employee, exclusive consultant, or exclusive independent contractor of the Company, or
- (3) attempt to do any of the foregoing.

(v) Solicitation of Customers. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly (i) solicit, entice, or induce any Customer for the purpose of providing, or provide, products or services that are competitive with the products or services provided by the Company, or (ii) solicit, entice, or induce any Customer to terminate or reduce its business with (or refrain from increasing its business with) the Company. As used in this subsection (f)(v) of Section 7, "Customer" means any person or entity to which the Company provided products or services (or was invested in products offered by the Company), and with which Executive had contact on behalf of the Company, within the last twelve (12) months of his employment with the Company.

(vi) Noncompetition. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, he will not either directly or indirectly:

- (1) have any ownership interest in, or participate in the financing, operation, management or control of, any Competitor; or
- (2) engage in or perform services (whether as an employee, consultant, proprietor, partner, director or otherwise) for any Competitor, if such services either (i) are the same as or similar to (individually or in the aggregate) the services Executive performed for the Company during his employment with the Company, or (ii) are performed with respect to products or services of the Competitor that are competitive with the products or services provided by the Company with which Executive was involved during his employment with the Company or about which he received Confidential Information during his employment with the Company.

(vii) As used in subsection (f)(vi) of Section 7, “Competitor” means any mortgage REIT (i) any mortgage REIT, (ii) any entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities, or (iii) any entity that manages or advises (including any external advisor) either a mortgage REIT or an entity or person engaged in any element of acquiring mortgage backed securities, including any private or public investment firm or broker dealer whose business strategy is based on or who engages in the trading, sales, investment or management of mortgage backed securities. The scope of the covenant set forth in subsection (f)(vi) of Section 7 will be within or with respect to the United States and any other country in which the Company is engaged in business. Executive acknowledges that the Company’s technology and products have worldwide application, including without limitation over the Internet and that such geographic scope is therefore reasonable. It is agreed that ownership of no more than 2% of the outstanding voting stock of a publicly traded corporation will not constitute a violation of subsection (f)(vi) of Section 7. It will not be a breach of subsection (f)(vi) of this Section 7 for Executive to engage in the private practice of law at a private law firm following a termination of his employment for any reason, whether or not such practice relates to or includes services performed for a client of such law firm that is a Competitor; provided that Executive is only providing legal services to any such Competitor.

(viii) Corporate Opportunities. Executive agrees that during his employment and for a period of twelve (12) months immediately following the termination of his employment with the Company for any reason, whether with or without cause, Executive will not use opportunities discovered in the course of his employment for his own personal gain or benefit. For example, if, in Executive’s capacity as a the Company employee, Executive is approached about or otherwise become aware of a potential investment or other business transaction that may be appropriate for the Company, Executive will not take that opportunity for himself, or share or disclose it to any third party, but rather Executive will bring it to the attention of his manager or other appropriate the Company personnel.

(g) Cooperation with Respect to Litigation. During the Term of Employment and at all times thereafter, Executive agrees to give prompt written notice to the Company of any claim against the Company after becoming aware of such claim and (to the extent reasonably requested by the Company) to reasonably cooperate, in good faith and to the best of his ability, with the Company in connection with any and all pending, potential or future claims, investigations or actions which directly or indirectly relate to any action, event or activity about which Executive may have knowledge in connection with or as a result of his employment by the Company. Such cooperation will include all assistance that the Company, its counsel or representatives may reasonably request, including reviewing documents, meeting with counsel, providing factual information and material, and appearing or testifying as a witness; provided, however, that the Company will promptly reimburse Executive for all reasonable expenses, including travel, lodging and meals, incurred by him in fulfilling his obligations under this Section 7(g) and, except as may be required by law or by court order, should Executive then be employed by an entity other than the Company, such cooperation will not materially interfere with Executive’s then current employment.

(h) Remedies.

(i) Executive acknowledges and agrees that the restrictions set forth in this Agreement are critical and necessary to protect the Company’s legitimate business interests; are reasonably drawn to this end with respect to duration, scope, and otherwise; are not unduly burdensome; are not injurious to the public interest; and are supported by adequate consideration. Executive agrees that it would be impossible or inadequate to measure and calculate the Company’s damages from any breach of the restrictions set forth herein. Accordingly, Executive agrees that if he breaches or threatens to breach any of such restrictions, the Company will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Executive further agrees that no bond or other security will be required in obtaining such equitable relief and he hereby consents to the issuance of such injunction and to the ordering of specific performance. Executive further acknowledges and agrees that (i) any claim he may have against the Company, whether under this Agreement or otherwise, will not be a defense to enforcement of the restrictions set forth in this Agreement, (ii) the circumstances of his termination of employment with the Company will have no impact on his obligations under this Agreement, and (iii) this Agreement is enforceable by the Company, and its subsidiaries, affiliates, successors and assigns.

(ii) Executive, and the Company, agree and intend that Executive's obligations under this Agreement (to the extent not perpetual) be tolled during any period that Executive is in breach of any of the obligations under this Agreement, so that the Company is provided with the full benefit of the restrictive periods set forth herein.

(iii) Executive also agrees that, in addition to any other remedies available to the Company and notwithstanding any provision of this Agreement to the contrary, in the event Executive breaches in any material respect any of his obligations under this Section 7, the Company may immediately cease all payments under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, all equity-based awards granted under this Agreement may be immediately forfeited, and the Company may require that Executive repay any after-tax amounts previously paid to Executive under Sections 5(a), 5(b), 5(c), 5(e) or 5(m), as applicable, and any stock delivered or other amounts paid (each on an after-tax basis) with respect to any equity-based awards granted under this Agreement.

(iv) Executive and the Company further agree that, in the event that any provision of this Section 7 is determined by any court of competent jurisdiction to be unenforceable by reason of its being extended over too great a time, too large a geographic area or too great a range of activities, that provision will be deemed to be modified to permit its enforcement to the maximum extent permitted by law. Executive further covenants that Executive will not challenge the reasonableness or enforceability of any of the covenants set forth in this Section 7 and that Executive will reimburse the Company and its affiliates for all costs (including reasonable attorneys' fees) incurred in connection with any action to enforce any of the provisions of this Section 7 if either the Company and/or its affiliates prevails on any material issue involved in such dispute or if Executive challenges the reasonableness or enforceability of any of the provisions of this Section 7, it being understood that Executive will not be considered to have challenged the enforceability of this Section 7 by arguing that his conduct did not, in fact, violate the terms of this Section 7. It is also agreed that each of the Company's affiliates will have the right to enforce all of Executive's obligations to that Affiliate under this Agreement, including without limitation pursuant to this Section 7.

8. Indemnification. The Company will indemnify Executive to the fullest extent permitted by Maryland law as amended from time to time in connection with Executive's duties with the Company, against all costs, expenses, liabilities and losses (including, without limitation, attorneys' fees, judgments, fines, penalties, ERISA excise taxes and amounts paid in settlement) actually and reasonably incurred by Executive in connection with an action, suit or proceeding. Expenses incurred by Executive if Executive is a party to a proceeding to which this Section may be applicable will be paid or reimbursed by the Company in advance of the final disposition of the proceeding upon receipt by the Company of (i) a written affirmation of Executive's good faith belief that Executive is entitled to indemnification by the Company pursuant to this Section with respect to such expenses and proceeding, and (ii) a written undertaking by Executive, or on Executive's behalf, to and in favor of the Company, wherein Executive agrees to repay the amount if Executive is determined not to have been entitled to indemnification under this Section. While Executive is an officer of the Company, and for six years thereafter, the Company (or any successor thereto) will provide comprehensive coverage under its officers and directors insurance policy (or policies) on substantially the same terms and levels that it provides to its senior executive officers, at the Company's sole cost.

9. Clawback Policy. Executive agrees that all bonuses, equity compensation and other incentive compensation provided by the Company will be subject to any applicable clawback policy implemented by the Board of Directors from time to time.

10. Inventions

(i) Inventions Retained and Licensed. Executive has attached hereto, as Exhibit B, a list describing all inventions, original works of authorship, developments, improvements and trade secrets which were made by Executive prior to his employment with the Company (collectively referred to as "Prior Inventions"), which relate to the Company's proposed business, products or research and development and which are not assigned to the Company hereunder. If disclosure of any such Prior Invention would cause Executive to violate any prior confidentiality agreement, Executive understands and acknowledges that he is not to list such Prior Inventions in Exhibit B but will only disclose a cursory name for each such invention and the fact that full disclosure as to such inventions has not been made for that reason. In Exhibit B, Executive has also indicated which Prior Inventions were made in connection with his employment with Annaly Capital Management Inc. Annaly Capital Management Inc. hereby consents to Executive's disclosure and use of such Prior Inventions for purposes of his employment with the Company. If there are no such Prior Inventions indicated on Exhibit B, Executive represents that there are no such Prior Inventions. If in the course of Executive's employment with the Company, Executive incorporates into any the Company product, service or process a Prior Invention, the Company is hereby granted and will have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(ii) Assignment of Inventions. Executive acknowledges that, during the term of his employment by the Company, Executive may be expected to undertake creative work, either alone or jointly with others, which may lead to inventions, ideas, original works of authorship, developments, concepts, improvements, trade secrets or other intellectual property rights, in each case, whether or not patentable or registrable under patent, copyright or similar laws and including, in each case, tangible embodiment of any of the foregoing ("Inventions"). Executive hereby agrees that all Inventions created during the term of his employment and that is related to the actual or prospective business of the Company or result from work performed by Executive for the Company (whether or not on the Company's premises or using the Company's equipment and materials or during regular business hours) ("Company Inventions") will be a work-for-hire and will be the sole and exclusive property of the Company and, to the extent such Company Inventions are not a work-for-hire, Executive hereby assigns to the Company Investment Corporation all of his right, title and interest in and to any and all such Company Inventions. In addition, any Inventions created within three years after the termination of Executive's employment by the Company which are based upon or derived from Confidential Information or Company Inventions will be the sole and exclusive property of the Company and Executive hereby assigns to the Company all of his right, title and interest in and to any and all such Company Inventions. Nothing in the preceding sentence will be construed to limit Executive's obligations under Section 10 of this Agreement.

(iii) Maintenance of Records. Executive agrees to keep and maintain adequate and current written records of all Company Inventions made by Executive (solely or jointly with others) during the term of Executive's employment with the Company. The records will be in the form of notes, sketches, drawings and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(iv) Further Assistance. Executive agrees to assist the Company, or its designee, at the Company's or its designee's expense, in every proper way to secure Company's rights, or its designee's rights, in the Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company, or its designee, of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company, or its designee, will deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, or its designee, the sole and exclusive rights, title and interest in and to such Company Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Executive further agrees that his obligation to execute or cause to be executed, when it is in his power to do so, any such instrument or papers will continue after the termination of this Agreement. If the Company, or its designee, is unable because of Executive's mental or physical incapacity or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign patents, copyright registrations or other registrations covering Company Inventions, then Executive hereby irrevocably designates and appoints the Company, or its designee, and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stand to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by him. Executive understands and acknowledges that this appointment is coupled with an interest and survives his death or incompetence.

(v) Moral Rights. To the extent not assignable, Executive hereby waives, to the extent permitted by applicable law, any and all claims he may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as "moral rights" with respect to all Company Inventions.

(vi) No License. Executive understands and acknowledges that this Agreement does not, and will not be construed to grant him any license or right of any nature with respect to any Company Inventions or Confidential Information.

(vii) Application. Executive agrees that the provisions of subsections (j) of this Section 10 will apply with respect to any and all Inventions, whether created during services to the Company or any predecessor entity, or during any pre-organization period. Executive acknowledges that the Company and its future investors will rely on this representation.

11. Assignability; Binding Nature. This Agreement will inure to the benefit of the Company and Executive and their respective successors, heirs (in the case of Executive) and assigns. No rights or obligations of the Company under this Agreement may be assigned or transferred by the Company except that any such rights or obligations may be assigned or transferred pursuant to a merger or consolidation in which the Company is not the continuing entity, or the sale or liquidation of all or substantially all of the assets of the Company, provided that the assignee or transferee is the successor to all or substantially all of the assets of the Company and such assignee or transferee assumes the liabilities, obligations and duties of the Company, as contained in this Agreement, either contractually or as a matter of law. This Agreement will not be assignable by Executive; provided however that, in the event of Executive's death or a judicial determination of his incapacity, references to Executive in this Agreement will be deemed, as appropriate, to be references to his heirs, executor(s) or other legal representative(s).

12. Representation. The Company and Executive each represent and warrant that it or he is fully authorized and empowered to enter into this Agreement and that its entering into this Agreement and the performance of its or his obligations under this Agreement will not violate any agreement between to which it or he is a party.

13. Entire Agreement; Inconsistency. This Agreement contains the entire agreement between the Company and Executive concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between them with respect thereto. In the event of any inconsistency between this Agreement and any other plan, program, practice or agreement in which Executive is a participant or a party, whether applicable on the date of this Agreement or at any time thereafter, this Agreement will control unless, with Executive's prior written consent, such other plan, program, practice or agreement specifically refers to this Agreement as not so controlling.

14. Amendment or Waiver. This Agreement can only be changed, modified or amended in a writing that is signed by both Executive and the Company and that specifically identifies the provision(s) of this Agreement that are being changed, modified or amended. No waiver by either the Company or Executive at any time of any breach by the other party of any condition or provision of this Agreement will be deemed a waiver of a similar or dissimilar condition or provision at the same or at any prior or subsequent time. Any waiver must be in writing and signed by Executive or the Board of Directors, as the case may be.

15. Severability. In the event that any provision or portion of this Agreement will be determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement will be unaffected thereby and will remain in full force and effect to the fullest extent permitted by law.

16. Reasonableness. To the extent that any provision or portion of this Agreement is determined to be unenforceable by a court of law or equity, that provision or portion of this Agreement will nevertheless be enforceable to the extent that such court determines is reasonable.

17. Survivorship. The respective rights and obligations of the parties hereunder will survive any termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations. For the avoidance of doubt, the covenants in Section 7 and the indemnification and insurance provisions of Section 8 of this Agreement will survive any termination or expiration of this Agreement and termination of Executive's employment for any reason.

18. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto will be governed by and construed in accordance with the laws of the State of New York (without regard to its choice of law provisions), other than rights and obligations (and related claims and disputes) pursuant to Section 8 (Indemnification) which will be governed by Maryland law. Each of the parties agrees that any dispute between the parties will be resolved only in the courts of the State of New York or the United States District Court for the Southern District of New York and the appellate courts having jurisdiction of appeals in such courts. In that context, and without limiting the generality of the foregoing, each of the parties hereto irrevocably and unconditionally (a) submits for himself or itself in any proceeding relating to this Agreement or Executive's employment by the Company or any affiliate, or for the recognition and enforcement of any judgment in respect thereof (a "Proceeding"), to the exclusive jurisdiction of the courts of the State of New York, the court of the United States of America for the Southern District of New York, and appellate courts having jurisdiction of appeals from any of the foregoing, and agrees that all claims in respect of any such Proceeding will be heard and determined in such New York State court or, to the extent permitted by law, in such federal court; (b) consents that any such Proceeding may and will be brought in such courts and waives any objection that he or it may now or thereafter have to the venue or jurisdiction of any such Proceeding in any such court or that such Proceeding was brought in an inconvenient court and agrees not to plead or claim the same; (c) waives all right to trial by jury in any Proceeding (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or Executive's employment by the Company or any affiliate, or his or its performance under or the enforcement of this Agreement; (d) agrees that service of process in any such Proceeding may be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at his or its address as provided in accordance with Section 19; and (e) agrees that nothing in this Agreement will affect the right to effect service of process in any other manner permitted by the laws of the State of New York.

19. Notices. Any notice given to either party will be in writing and will be deemed to have been given when delivered personally, by reputable overnight courier, or when received if sent by certified mail, postage prepaid, return receipt requested, duly addressed to the party concerned, if to the Company, at its principal executive office, and if to Executive, at the address of Executive shown on the Company's records or at such other address as such party may give notice of.

20. Withholding. The Company will be entitled to withhold from any amounts payable under this Agreement any federal, state, local or foreign withholding or other taxes or charges which the Company determines in its sole discretion to be required to be withheld pursuant to applicable law. The Company will use commercially reasonable efforts to establish a relationship with a broker-dealer to facilitate the sale of shares acquired on the vesting or exercise of any equity or equity-based compensation granted to Executive by the Company to enable Executive to satisfy all applicable withholding taxes due in connection with such vesting or exercise; provided that if the Company does not establish any such relationship, Executive may satisfy such withholding obligations by instructing the Company to retain shares otherwise deliverable to Executive upon the vesting or exercise of any such equity or equity-based award with a fair market value not exceeding the minimum amount required to be withheld by applicable law.

21. Headings. The headings of the Sections contained in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement.

22. Counterparts. This Agreement may be executed in two or more counterparts. Signatures delivered by facsimile (including by "pdf") will be deemed effective for all purposes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Chimera Investment Corporation

By: /s/

Name: Gerard Creagh

Title: Member of the Compensation Committee

By: /s/

Name: Phillip J. Kardis, II

Title: General Counsel

Exhibit A

General Release

IN CONSIDERATION OF good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the terms and conditions contained in the Employment Agreement, dated as of August 5, 2015, (the "Agreement") by and between Phillip J. Kardis, II (the "Executive") and Chimera Investment Corporation (the "Company"), the Executive on behalf of himself and any person or entity claiming by, through, or under him (including without limitation his heirs, executors, administrators, spouse, personal representatives and assigns), releases and discharges the Company and its past, present and future subsidiaries, divisions, affiliates and parents, and their respective current and former officers, directors, employees, attorneys, agents, benefit plans, and/or owners, and their respective successors and assigns, and any other person or entity claimed to be jointly or severally liable with the Company or any of the aforementioned persons or entities (collectively, the "Released Parties") from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, charges, claims, attorneys' fees and costs, and demands whatsoever ("Claims") which the Executive (or any person or entity claiming by, through, or under him) have, had, or may have, against the Released Parties or any of them arising at any time from the beginning of the world to the date Executive executes this General Release, whether known or unknown, accrued or unaccrued, contingent or noncontingent. The Claims described in this paragraph include without limitation, (i) any and all Claims relating to the Executive's employment by the Company and the cessation thereof, (ii) any and all Claims for discrimination based on age, sex, race, color, disability status, national origin, religion, or any other protected characteristic, including but not limited to, Claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 et seq., the Age Discrimination in Employment Act of 1967, 29 U.S.C. §§ 621 et seq. (the "ADEA"), the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., the New York State and New York City Human Rights Laws, and all state and local analogues of such statutes, each as amended, (iii) any and all Claims under all federal, state, and local statutes, rules, regulations, or ordinances, each as amended, including but not limited to, the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq., the Worker Adjustment and Retraining Notification Act of 1988, 29 U.S.C. §§2101 et seq., the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 et seq., the New York Labor Laws, the New York Whistleblower Protection Law, the New York Civil Rights Law (N.Y. Civ. Rts. § 1, et seq.), the New York AIDS/HIV confidentiality law (N.Y. Public Health Law §2780), and the New York Equal Pay Law, and (iv) any and all Claims under the common law of any jurisdiction, including but not limited to, breach of contract, defamation, interference with contractual/prospective contractual relations, invasion of privacy, promissory estoppel, negligence, breach of the covenant of good faith and fair dealing, fraud, infliction of emotional distress, and wrongful discharge; provided, however, that the Executive does not release or discharge the Released Parties from any of the Company's obligations to him under the Agreement (including Section 8 (Indemnification) thereof) or any vested benefit the Executive may be due under a tax qualified plan sponsored or maintained by the Company. It is the intention of the Executive that the language relating to the description of Claims in this paragraph will be given the broadest possible interpretation permitted by law. It is understood that nothing in this General Release is to be construed as an admission on behalf of the Released Parties of any wrongdoing with respect to the Executive, any such wrongdoing being expressly denied.

The Executive represents and warrants that he fully understands the terms of this General Release, that he has been encouraged to seek, and has sought, the benefit of advice of legal counsel, and that he knowingly and voluntarily, of his own free will, without any duress, being fully informed, and after due deliberation, accepts its terms and signs below as his own free act. Except as otherwise provided herein, the Executive understands that as a result of executing this General Release, he will not have the right to assert that the Company or any other of the Released Parties unlawfully terminated his employment or violated any of his rights in connection with his employment or otherwise.

The Executive agrees and covenants not to file, initiate, or join any lawsuit (either individually, with others, or as part of a class), in any forum, pleading, raising, or asserting any Claim(s) barred or released by this General Release. If he does so, and the action is found to be barred in whole or in part by this General Release, the Executive agrees to pay the attorneys' fees and costs, or the proportions thereof, incurred by the applicable Released Party in defending against those Claims that are found to be barred by this General Release. Nothing in this General Release precludes the Executive from challenging the validity of this General Release under the requirements of the Age Discrimination in Employment Act, and the Executive will not be responsible for reimbursing the attorneys' fees and costs of the Released Parties in connection with such a challenge to the validity of the release. The Executive, however, acknowledges that this General Release applies to all Claims that he has under the Age Discrimination in Employment Act, and that, unless the release is held to be invalid, all of the Executive's Claims under that Act will be extinguished by execution of this General Release. The Executive further agrees that nothing in this General Release will preclude or prevent the Executive from filing a charge with, providing information to, or cooperating with the U.S. Equal Employment Opportunity Commission, the U.S. Securities and Exchange Commission, or other government agency, and the Executive understands that he does not need the prior authorization of any of the Released Parties prior to taking any such action. The Executive will not seek or accept any relief obtained on his behalf by any government agency, private party, class, or otherwise with respect to any Claims released in this General Release.

The Executive is hereby advised to consult with counsel before executing this General Release. The Executive may take twenty-one (21) days to consider whether to execute this General Release. The Executive agrees that changes made to this General Release, whether material or immaterial, do not restart the aforementioned twenty-one (21) day period. Upon the Executive's execution of this General Release, the Executive will have seven (7) days after such execution in which he may revoke such execution. In the event of revocation, the Executive must present written notice of such revocation to the office of the Company's Corporate Secretary. If seven (7) days pass without receipt of such notice of revocation, this General Release will become binding and effective on the eighth (8th) day after the execution hereof (the "Effective Date").

INTENDING TO BE LEGALLY BOUND, I hereby set my hand below:

Dated: _____

Exhibit B

[Prior Inventions]

INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 20__, by and between Chimera Investment Corporation, a Maryland corporation (the “Company”), and _____ (“Indemnitee”).

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

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

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

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

Section 1. Definitions. For purposes of this Agreement:

(a) “Change in Control” means a change in control of the Company occurring after the Effective Date of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), whether or not the Company is then subject to such reporting requirement; provided, however, that, without limitation, such a Change in Control shall be deemed to have occurred if, after the Effective Date (i) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 15% or more of the combined voting power of all of the Company’s then-outstanding securities entitled to vote generally in the election of directors without the prior approval of at least two-thirds of the members of the Board of Directors in office immediately prior to such person’s attaining such percentage interest; (ii) the Company is a party to a merger, consolidation, sale of assets, plan of liquidation or other reorganization not approved by at least two-thirds of the members of the Board of Directors then in office, as a consequence of which members of the Board of Directors in office immediately prior to such transaction or event constitute less than a majority of the Board of Directors thereafter; or (iii) at any time, a majority of the members of the Board of Directors are not individuals (A) who were directors as of the Effective Date or (B) whose election by the Board of Directors or nomination for election by the Company’s stockholders was approved by the affirmative vote of at least two-thirds of the directors then in office who were directors as of the Effective Date or whose election or nomination for election was previously so approved .

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

(c) “Disinterested Director” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification and/or advance of Expenses is sought by Indemnitee.

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

(e) “Expenses” means any and all reasonable and out-of-pocket attorneys’ fees and costs, retainers, court costs, arbitration and mediation costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, federal, state, local or foreign taxes imposed on Indemnitee as a result of the actual or deemed receipt of any payments under this Agreement, ERISA excise taxes and penalties and any other disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in or otherwise participating in a Proceeding. Expenses shall also include Expenses incurred in connection with any appeal resulting from any Proceeding including, without limitation, the premium, security for and other costs relating to any cost bond, supersedeas bond or other appeal bond or its equivalent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 10. Procedure for Determination of Entitlement to Indemnification.

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

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

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

Section 11. Presumptions and Effect of Certain Proceedings.

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

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

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

Section 12. Remedies of Indemnitee .

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

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

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

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

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

Section 13 Defense of the Underlying Proceeding.

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

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

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

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

(a) The rights of indemnification and advance of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the charter or Bylaws of the Company, any agreement or a resolution of the stockholders entitled to vote generally in the election of directors or of the Board of Directors, or otherwise. Unless consented to in writing by Indemnitee, no amendment, alteration or repeal of the charter or Bylaws of the Company, this Agreement or of any provision hereof shall limit or restrict any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in Indemnitee's Corporate Status prior to such amendment, alteration or repeal, regardless of whether a claim with respect to such action or inaction is raised prior or subsequent to such amendment, alteration or repeal. No right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right or remedy shall be cumulative and in addition to every other right or remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion of any right or remedy hereunder, or otherwise, shall not prohibit the concurrent assertion or employment of any other right or remedy.

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

Section 15. Insurance.

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

(b) Without in any way limiting any other obligation under this Agreement, the Company shall indemnify Indemnitee for any payment by Indemnitee which would otherwise be indemnifiable hereunder arising out of the amount of any deductible or retention and the amount of any excess of the aggregate of all judgments, penalties, fines, settlements and Expenses incurred by Indemnitee in connection with a Proceeding over the coverage of any insurance referred to in Section 15(a). The purchase, establishment and maintenance of any such insurance shall not in any way limit or affect the rights or obligations of the Company or Indemnitee under this Agreement except as expressly provided herein, and the execution and delivery of this Agreement by the Company and the Indemnitee shall not in any way limit or affect the rights or obligations of the Company under any such insurance policies. If, at the time the Company receives notice from any source of a Proceeding to which Indemnitee is a party or a participant (as a witness or otherwise) the Company has director and officer liability insurance in effect, the Company shall give prompt notice of such Proceeding to the insurers in accordance with the procedures set forth in the respective policies.

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

Section 16. Coordination of Payments. The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable or payable or reimbursable as Expenses hereunder if and to the extent that Indemnitee has otherwise actually received such payment under any insurance policy, contract, agreement or otherwise.

Section 17. Contribution. If the indemnification provided in this Agreement is unavailable in whole or in part and may not be paid to Indemnitee for any reason, other than for failure to satisfy the standard of conduct set forth in Section 4 or due to the provisions of Section 5, then, in respect to any Proceeding in which the Company is jointly liable with Indemnitee (or would be if joined in such Proceeding), to the fullest extent permissible under applicable law, the Company, in lieu of indemnifying and holding harmless Indemnitee, shall pay, in the first instance, the entire amount incurred by Indemnitee, whether for Expenses, judgments, penalties, and/or amounts paid or to be paid in settlement, in connection with any Proceeding without requiring Indemnitee to contribute to such payment, and the Company hereby waives and relinquishes any right of contribution it may have at any time against Indemnitee.

Section 18. Reports to Stockholders. To the extent required by the MGCL, the Company shall report in writing to its stockholders the payment of any amounts for indemnification of, or advance of Expenses to, Indemnitee under this Agreement arising out of a Proceeding by or in the right of the Company with the notice of the meeting of stockholders of the Company next following the date of the payment of any such indemnification or advance of Expenses or prior to such meeting.

Section 19. Duration of Agreement; Binding Effect.

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

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

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

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

Section 20. Severability. If any provision or provisions of this Agreement shall be held to be invalid, void, illegal or otherwise unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (b) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (c) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any Section, paragraph or sentence of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

Section 21. Counterparts. This Agreement may be executed in one or more counterparts, (delivery of which may be by facsimile, or via e-mail as a portable document format (.pdf) or other electronic format), each of which will be deemed to be an original and it will not be necessary in making proof of this agreement or the terms of this Agreement to produce or account for more than one such counterpart. One such counterpart signed by the party against whom enforceability is sought shall be sufficient to evidence the existence of this Agreement.

Section 22. Headings. The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

Section 23. Modification and Waiver. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor, unless otherwise expressly stated, shall such waiver constitute a continuing waiver.

Section 24. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, on the day of such delivery, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

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

(b) If to the Company, to:

Chief Legal Officer
Chimera Investment Corporation
520 Madison Avenue, 32nd Floor
New York, NY 10022

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

Section 25. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland, without regard to its conflicts of laws rules.

[SIGNATURE PAGE FOLLOWS]

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

COMPANY:

Chimera Investment Corporation

By: _____

Name:

Title:

INDEMNITEE

Name:

Address:

EXHIBIT A

AFFIRMATION AND UNDERTAKING TO REPAY EXPENSES ADVANCED

To: The Board of Directors of Chimera Investment Corporation.

Re: Affirmation and Undertaking

Ladies and Gentlemen:

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

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

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

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

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

Name:

CERTIFICATIONS

I, Matthew Lambiase, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Chimera Investment Corporation;
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 consolidated 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: November 5, 2015

/s/ Matthew Lambiase

Matthew Lambiase

Chief Executive Officer and President (Principal Executive Officer)

CERTIFICATIONS

I, Rob Colligan, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Chimera Investment Corporation;
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 consolidated 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: November 5, 2015

/s/ Rob Colligan

Rob Colligan

Chief Financial Officer (Principal Financial Officer)

CHIMERA INVESTMENT CORPORATION
520 MADISON AVE 32nd FLOOR
NEW YORK, NEW YORK 10022

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

In connection with the quarterly report on Form 10-Q of Chimera Investment Corporation (the "Company") for the period ended September 30, 2015 to be filed with Securities and Exchange Commission on or about the date hereof (the "Report"), I, Matthew Lambiase, President and Chief Executive Officer of the Company, certify, 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/ Matthew Lambiase
Matthew Lambiase
Chief Executive Officer and President
November 5, 2015

CHIMERA INVESTMENT CORPORATION
520 MADISON AVE 32nd FLOOR
NEW YORK, NEW YORK 10022

**CERTIFICATION
PURSUANT TO SECTION 906 OF THE**

SARBANES-OXLEY ACT OF 2002, 18 U.S.C. SECTION 1350

In connection with the quarterly report on Form 10-Q of Chimera Investment Corporation (the “Company”) for the period ended September 30, 2015 to be filed with Securities and Exchange Commission on or about the date hereof (the “Report”), I, Rob Colligan, Chief Financial Officer of the Company, certify, 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/ Rob Colligan
Rob Colligan
Chief Financial Officer
November 5, 2015