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

Form 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 22, 2015

**CHERRY HILL MORTGAGE INVESTMENT
CORPORATION**

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-36099
Commission
File Number:

461315605
(IRS Employer
Identification No.)

301 Harper Drive, Suite 110
Moorestown, NJ 08057
(Address of principal executive offices, including zip code)

877.870.7005
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On October 22, 2015, Cherry Hill Mortgage Investment Corporation (the “Company”) and its external manager, Cherry Hill Mortgage Management, LLC (the “Manager”), entered into Amendment No. 1 (the “Amendment”) to the Amended and Restated Management Agreement, dated as of September 24, 2013 (the “Management Agreement”). The sole purpose of the Amendment is to extend the initial term of the Management Agreement from October 9, 2016 (the third anniversary of the closing of the Company’s initial public offering), to October 22, 2020.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Amendment No. 1, dated as of October 22, 2015, to Amended and Restated Management Agreement, dated as of September 24, 2013, by and among Cherry Hill Mortgage Investment Corporation and its consolidated subsidiaries and Cherry Hill Mortgage Management, LLC.

SIGNATURES

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

CHERRY HILL MORTGAGE INVESTMENT CORPORATION

Date: October 23, 2015

By: /s/ Martin Levine
Name: Martin Levine
Title: Chief Financial Officer

EXHIBIT INDEX

**Exhibit
Number**

Description

10.1	Amendment No.1, dated as of October 22, 2015, to Amended and Restated Management Agreement, dated as of September 24, 2013, by and among Cherry Hill Mortgage Investment Corporation and its consolidated subsidiaries and Cherry Hill Mortgage Management, LLC.
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AMENDMENT NO. 1

TO

AMENDED AND RESTATED MANAGEMENT AGREEMENT

This AMENDMENT NO. 1 TO THE AMENDED AND RESTATED MANAGEMENT AGREEMENT is entered into as of October 22, 2015 (this "Amendment") by and among Cherry Hill Mortgage Investment Corporation, a Maryland corporation (the "Company"), each of the Company's current Subsidiaries (as defined below), and Cherry Hill Mortgage Management, LLC, a Delaware limited liability company (the "Manager").

WHEREAS, the Company, the Subsidiaries and the Manager are parties to the Amended and Restated Management Agreement, dated as of September 24, 2013 (the "Agreement"); and

WHEREAS, the Agreement may be amended by an agreement signed by the parties thereto; and

WHEREAS, the Company, the Subsidiaries and the Manager wish to amend the Agreement as hereinafter set forth.

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

1. Definitions.

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Amendments.

(a) The definition of "Subsidiaries" in the Agreement is hereby amended by deleting the definition in its entirety and replacing it with the following:

"Subsidiaries" means (i) Cherry Hill Operating Partnership, LP, a Delaware limited partnership, (2) Cherry Hill QRS I, LLC, a Delaware limited liability company, (iii) Cherry Hill QRS II, LLC, a Delaware limited liability company, (iv) CHMI Insurance Company, LLC, a Michigan limited liability company, (v) CHMI Solutions, Inc., a Delaware corporation, (vi) Aurora Financial Group, Inc., a New Jersey corporation, (vii) any partnership, the general partner of which is the Company or any Subsidiary of the Company, (viii) any limited liability company, the managing member of which is the Company or any subsidiary of the Company, (ix) Cherry Hill QRS III, LLC, a Delaware limited liability company, and (x) any other entity, including any direct or indirect subsidiary of the Company, on the date hereof or in the future, of which the Company or any Subsidiary has the power to elect, directly or indirectly, a majority of the board of directors or Directors or equivalent managing body.

(b) Section 13 (a) of the Agreement is hereby amended by deleting said section in its entirety and replacing it with the following:

“ (a) Term. This Agreement shall remain in full force until October 22, 2020, unless terminated by the Company or Manager as set forth below, and shall be renewed automatically for successive one year periods thereafter, until this Agreement is terminated in accordance with the terms hereof. ”

3. General.

(a) Except as expressly amended and modified by this Amendment, the Agreement shall continue to be, and shall remain, in full force and effect in accordance with its terms.

(b) This Amendment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York without giving effect to such state’s laws and principles regarding the conflict of interest laws (other than Section 5-1401 of the general obligations Law of the State of New York).

(c) This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Amendment shall become binding when one or more counterparts of this Agreement, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

[SIGNATURE PAGE FOLLOWS]

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

THE COMPANY:

CHERRY HILL MORTGAGE INVESTMENT
CORPORATION

By: /s/ Jeffrey B. Lown II
Name: Jeffrey B. Lown II
Title: President

THE SUBSIDIARIES:

CHERRY HILL OPERATING PARTNERSHIP, LP

BY: Cherry Hill Mortgage Investment Corporation, its general
partner

By: /s/ Jeffrey B. Lown II
Name: Jeffrey B. Lown II
Title: President

CHERRY HILL QRS I, LLC
CHERRY HILL QRS II, LLC

BY: Cherry Hill Operating Partnership, LP, its member
BY: Cherry Hill Mortgage Investment Corporation, its general
partner

By: /s/ Jeffrey B. Lown II
Name: Jeffrey B. Lown II
Title: President

CHMI INSURANCE COMPANY, LLC

By: CHERRY HILL QRS I, LLC, its member

By: /s/ Martin Levine

Name: Martin Levine

Title: Chief Financial Officer

AURORA FINANCIAL GROUP, INC.

By: /s/ Martin Levine

Name: Martin Levine

Title: Chief Financial Officer

CHMI SOLUTIONS, INC.

By: /s/ Martin Levine

Name: Martin Levine

Title: Chief Financial Officer

THE MANAGER:

CHERRY HILL MORTGAGE MANAGEMENT LLC

By: /s/ Stanley C. Middleman

Stanley C. Middleman, its sole member