

**United States Bankruptcy Court**  
Southern District of New York

**Voluntary Petition**

Name of Debtor (if individual, enter Last, First, Middle): <b>RFC Borrower LLC</b>	Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all): <b>45-5065558</b>	Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all):
Street Address of Debtor (No. and Street, City, and State): <b>1100 Virginia Drive Fort Washington, PA</b> ZIP CODE <b>19034</b>	Street Address of Joint Debtor (No. and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: <b>Montgomery</b>	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): ZIP CODE	Mailing Address of Joint Debtor (if different from street address): ZIP CODE

Location of Principal Assets of Business Debtor (if different from street address above):  
 ZIP CODE

<p align="center"><b>Type of Debtor</b> (Form of Organization) (Check one box.)</p> <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	<p align="center"><b>Nature of Business</b> (Check one box.)</p> <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other  <p align="center"><b>Tax-Exempt Entity</b> (Check box, if applicable.)</p> <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	<p align="center"><b>Chapter of Bankruptcy Code Under Which the Petition is Filed</b> (Check one box.)</p> <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding  <p align="center"><b>Nature of Debts</b> (Check one box.)</p> <input type="checkbox"/> Debts are primarily consumer, debts defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or house-hold purpose." <input checked="" type="checkbox"/> Debts are primarily business debts
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<p align="center"><b>Filing Fee</b> (Check one box.)</p> <input checked="" type="checkbox"/> Full Filing Fee attached. <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.	<p align="center"><b>Chapter 11 Debtors</b></p> <p><b>Check one box:</b></p> <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). <p><b>Check if:</b></p> <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$ 2,343,300. <p><b>Check all applicable boxes:</b></p> <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
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<p><b>Statistical/Administrative Information</b></p> <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors. <p>Estimated Number of Creditors</p> <input type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> Over 100,000 <p>Estimated Assets</p> <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion <p>Estimated Liabilities</p> <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion	<p><b>THIS SPACE IS FOR COURT USE ONLY</b></p>
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<b>Voluntary Petition</b> <i>(This page must be completed and filed in every case.)</i>	Name of Debtor(s): RFC Borrower LLC
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**All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet.)

Location Where Filed: None.	Case Number: N/A	Date Filed: N/A
Location Where Filed:	Case Number:	Date Filed:

**Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor** (If more than one, attach additional sheet.)

Name of Debtor: See Annex 1	Case Number: As Assigned	Date Filed: Same
District: Southern District of New York	Relationship: Affiliate	Judge: As Assigned

<p align="center"><b>Exhibit A</b></p> (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under Chapter 11.)  <input type="checkbox"/> Exhibit A is attached and made a part of this petition.	<p align="center"><b>Exhibit B</b></p> (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I have delivered to the debtor the notice required by 11 U.S.C. § 342(b).  X _____ Signature of Attorney for Debtor(s) (Date)
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**Exhibit C**

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

**Exhibit D**

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

**Information Regarding the Debtor - Venue**  
(Check any applicable box.)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

**Certification by a Debtor Who Resides as a Tenant of Residential Property**  
(Check all applicable boxes.)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

\_\_\_\_\_  
(Name of landlord that obtained judgment)

\_\_\_\_\_  
(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(1)).

<p><b>Voluntary Petition</b> <i>(This page must be completed and filed in every case.)</i></p>	<p>Name of Debtor(s): RFC Borrower LLC</p>
<b>Signatures</b>	
<p style="text-align: center;"><b>Signature(s) of Debtor(s) (Individual/Joint)</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. § 342(b).</p> <p>I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X _____ Signature of Debtor</p> <p>X _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>	<p style="text-align: center;"><b>Signature of a Foreign Representative</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.</p> <p>(Check only <b>one</b> box.)</p> <p><input type="checkbox"/> I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. § 1515 are attached.</p> <p><input type="checkbox"/> Pursuant to 11 U.S.C. § 1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.</p> <p>X _____ (Signature of Foreign Representative)</p> <p>_____ (Printed Name of Foreign Representative)</p> <p>_____ Date</p>
<p style="text-align: center;"><b>Signature of Attorney*</b></p> <p>X <u>/s/ Larren M. Nashelsky</u> Signature of Attorney for Debtor(s) <u>Larren M. Nashelsky</u> Printed Name of Attorney for Debtor(s) <u>Morrison &amp; Foerster LLP</u> Firm Name <u>1290 Avenue of the Americas</u> Address <u>New York, NY 10104</u> <u>(212) 468-8000</u> Telephone Number <u>May 14, 2012</u> Date</p> <p><small>*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.</small></p>	<p style="text-align: center;"><b>Signature of Non-Attorney Bankruptcy Petition Preparer</b></p> <p>I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.</p> <p>_____ Printed Name and title, if any, of Bankruptcy Petition Preparer</p> <p>_____ Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)</p> <p>_____ Address</p> <p>X _____</p> <p>_____ Date</p> <p>Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above.</p> <p>Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual.</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><i>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.</i></p>
<p style="text-align: center;"><b>Signature of Debtor (Corporation/Partnership)</b></p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p>X <u>/s/ James Whitlinger</u> Signature of Authorized Individual <u>James Whitlinger</u> Printed Name of Authorized Individual <u>Chief Financial Officer</u> Title of Authorized Individual <u>May 14, 2012</u> Date</p>	

**ANNEX 1**

On May 14, 2012, each of the affiliated entities listed below (including the debtor in this chapter 11 case) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the "Court"). A motion has been filed or shortly will be filed with the Court requesting that the chapter 11 cases of these entities be consolidated for procedural purposes only and jointly administered.

<b>Name of Debtor</b>
ditech, LLC
DOA Holding Properties, LLC
DOA Properties IX (Lots-Other), LLC
EPRE LLC
Equity Investment I, LLC
ETS of Virginia, Inc.
ETS of Washington, Inc.
Executive Trustee Services LLC
GMAC – RFC Holding Company, LLC
GMAC Model Home Finance I, LLC
GMAC Mortgage USA Corporation
GMAC Mortgage, LLC
GMAC Residential Holding Company, LLC
GMAC RH Settlement Service, LLC
GMACM Borrower LLC
GMACM REO LLC
GMACR Mortgage Products, LLC
HFN REO SUB II, LLC
Home Connects Lending Services, LLC
Homecomings Financial Real Estate Holdings, LLC
Homecomings Financial, LLC

Ladue Associates, Inc.
Passive Asset Transactions, LLC
PATI A, LLC
PATI B, LLC
PATI Real Estate Holdings, LLC
RAHI A, LLC
RAHI B, LLC
RAHI Real Estate Holdings, LLC
RCSFJV2004, LLC
Residential Accredited Loans, Inc.
Residential Asset Mortgage Products, Inc.
Residential Asset Securities Corporation
Residential Capital, LLC
Residential Consumer Services of Alabama, LLC
Residential Consumer Services of Ohio, LLC
Residential Consumer Services of Texas, LLC
Residential Consumer Services, LLC
Residential Funding Company, LLC
Residential Funding Mortgage Exchange, LLC
Residential Funding Mortgage Securities I, Inc.
Residential Funding Mortgage Securities II, Inc.
Residential Funding Real Estate Holdings, LLC
Residential Mortgage Real Estate Holdings, LLC
RFC – GSAP Servicer Advance, LLC
RFC Asset Holdings II, LLC
RFC Asset Management, LLC

RFC Borrower LLC
RFC Construction Funding, LLC
RFC REO LLC
RFC SFJV-2002, LLC

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	)	Chapter 11
RFC BORROWER LLC,	)	Case No. 12- _____ ( )
	)	Joint Administration Pending
Debtor.	)	

**LIST OF EQUITY SECURITY HOLDERS**

Pursuant to Rule 1007(a)(3) of the Federal Rules of Bankruptcy Procedure, RFC Borrower LLC (the “Debtor”) submits the following list of the Debtor’s equity security holders:

Entity Name and Address	Percent Ownership
Residential Funding Company, LLC	100%

I, James Whitlinger, the Chief Financial Officer of RFC Borrower LLC, a Delaware limited liability company, declare under penalty of perjury that I have read the foregoing and that it is true and correct to the best of my information and belief, and will be supplemented to the extent additional information becomes available.

Dated: May 14, 2012

/s/ James Whitlinger  
Name: James Whitlinger  
Title: Chief Financial Officer

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

In re	)	Chapter 11
RFC BORROWER LLC,	)	Case No. 12- _____ ( )
	)	Joint Administration Pending
Debtor.	)	

**LIST OF CREDITORS**

RFC Borrower LLC (the “Debtor”) and its debtor affiliates set forth on Annex 1 attached hereto (collectively, the “Debtors”) each filed a petition in this Court on May 14, 2012 for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532. Contemporaneously with the filing of the petitions, the Debtors filed a single consolidated list of creditors (the “Consolidated List”), in lieu of separate lists. Due to its voluminous nature, the Consolidated List is being submitted to the Court electronically.

I, James Whitlinger, the Chief Financial Officer of RFC Borrower LLC, a Delaware limited liability company, declare under penalty of perjury that I have read the foregoing and that it is true and correct to the best of my information and belief, and will be supplemented to the extent additional information becomes available.

Dated: May 14, 2012

/s/ James Whitlinger  
Name: James Whitlinger  
Title: Chief Financial Officer



Residential Capital LLC, et al.  
 Top Unsecured Creditors  
 In USD  
 (All Amounts Are Estimated)

No.	Creditor [1]	Creditor Contact	Nature of Claim [2]	Contingent, Unliquidated, or Disputed	Amount of Claim [3]
1	Deutsche Bank Trust Company Americas C/O Kelvin Vargas 25 De Forest Ave Summit, NJ 07901	Phone: (201) 593-2456 Fax: Email: kelvin.vargas@db.com	8.500% Senior Unsecured Notes due April 2013 [4]		473,416,000.00
2	Deutsche Bank Trust Company Americas C/O Kelvin Vargas 25 De Forest Ave Summit, NJ 07901	Phone: (201) 593-2456 Fax: Email: kelvin.vargas@db.com	750,000,000 Euros Aggregate Principal Amount of 7.125% Notes due May 2012 [4]		127,671,000.00 [5]
3	Deutsche Bank Trust Company Americas C/O Kelvin Vargas 25 De Forest Ave Summit, NJ 07901	Phone: (201) 593-2456 Fax: Email: kelvin.vargas@db.com	8.875% Senior Unsecured Notes due June 2015 [4]		112,227,000.00
4	Deutsche Bank Trust Company Americas C/O Kelvin Vargas 25 De Forest Ave Summit, NJ 07901	Phone: (201) 593-2456 Fax: Email: kelvin.vargas@db.com	£400,000,000 Aggregate Principal Amount of 9.875% Notes due July 2014 [4]		103,743,000.00 [6]
5	Deutsche Bank Trust Company Americas C/O Kelvin Vargas 25 De Forest Ave Summit, NJ 07901	Phone: (201) 593-2456 Fax: Email: kelvin.vargas@db.com	8.500% Senior Unsecured Notes due June 2012 [4]		79,879,000.00
6	Deutsche Bank Trust Company Americas C/O Kelvin Vargas 25 De Forest Ave Summit, NJ 07901	Phone: (201) 593-2456 Fax: Email: kelvin.vargas@db.com	£400,000,000 Aggregate Principal Amount of 8.375% Notes due May 2013 [4]		59,379,200.00 [6]
7	BNYMellon C/O Dechert LLP 1095 Avenue of the Americas New York, NY 10036	Phone: (212) 698-3621 Fax: (212) 698-3599 Email: hector.gonzalez@dechert.com	Contingent Claim- Securitization	Contingent, Unliquidated, Disputed	Unknown
8	US Bank C/O Seward & Kissel LLP One Battery Park Plaza New York, NY 10004	Phone: (212) 574-1391 Fax: (212) 480-8421 Email: das@sewkis.com	Contingent Claim- Securitization	Contingent, Unliquidated, Disputed	Unknown
9	Deutsche Bank AG, New York C/O Joe Salama 60 Wall Street New York, NY 10005-2836	Phone: (212) 250-9536 Fax: (866) 785-1127 Email: joe.salama@db.com	Contingent Claim- Securitization	Contingent, Unliquidated, Disputed	Unknown
10	Federal Housing Finance Agency C/O Alfred Pollard 400 Seventh Street, SW	Phone: (202) 649-3804 Fax: Email: GeneralCounsel@FHFA.org	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
11	MBIA, Inc. C/O Cadwalader, Wickersham & Taft One World Financial Center New York, NY 10281	Phone: (212) 504-6373 Fax: (212) 504-6666 Email: gregory.petrick@cw.com	Contingent Claim- Litigation	Contingent, Unliquidated, Disputed	Unknown
12	Ambac Assurance Corp C/O Patterson Belknap Webb & Tyler 1133 Avenue of the Americas New York, NY 10036	Phone: (212) 336-2140 Fax: (212) 336-2094 Email: prforlenza@pbwt.com	Contingent Claim- Litigation	Contingent, Unliquidated, Disputed	Unknown
13	Financial Guaranty Insurance Co. C/O Jones Day 222 East 41st Street New York, NY 10017-6702	Phone: (212) 326-7844 Fax: (212) 755-7306 Email: cball@jonesday.com	Contingent Claim- Litigation	Contingent, Unliquidated, Disputed	Unknown
14	Assured Guaranty Corp. C/O Margaret Yanney 31 West 52nd Street New York, NY 10019	Phone: (212) 857-0581 Fax: (212) 893-2792 Email: myanney@assuredguaranty.com	Contingent Claim- Litigation	Contingent, Unliquidated, Disputed	Unknown

Residential Capital LLC, et al.  
 Top Unsecured Creditors  
 In USD  
 (All Amounts Are Estimated)

No.	Creditor [1]	Creditor Contact	Nature of Claim [2]	Contingent, Unliquidated, or Disputed	Amount of Claim [3]
15	Thrivent Financial for Lutherans C/O Teresa J. Rasmussen 625 Fourth Avenue S. Minneapolis, MN 55415-1624	Phone: (800) 847-4836 Fax: Email:	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
16	West Virginia Investment Management Board C/O Craig Slaughter 500 Virginia Street East, Suite 200	Phone: (304) 345-2672 Fax: Email:	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
17	Allstate Insurance C/O Quinn Emanuel Urquhart & Sullivan 865 S. Figueroa Street, 10th Floor	Phone: (213) 443-3000 Fax: Email: danbrockett@quinnemanuel.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
18	Western & Southern C/O Wollmuth Maher & Deutsch LLP 500 Fifth Avenue New York, NY 10110	Phone: (212) 382-3300 Fax: Email: dwollmuth@wmd-law.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
19	The Union Central Life Insurance Company C/O Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900	Phone: (619) 231-1058 Fax: (519) 231-7423 Email: stevep@rgrdlaw.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
20	Cambridge Place Investment Management Inc. C/O Donnelly, Conroy & Gelhaar LLP 1 Beacon Street, 33rd Floor	Phone: (617) 720-2880 Fax: (617) 720-3553 Email: msd@dcglaw.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
21	Sealink Funding Limited C/O Labaton Sucharow LLP 140 Broadway	Phone: (212) 907-0869 Fax: (212) 883-7069 Email: jbernstein@labaton.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
22	Stichting Pensioenfonds ABP C/O Grant & Eisenhofer 123 S. Justison Street	Phone: (302) 622-7040 Fax: (302) 622-7100 Email: gjarvis@gelaw.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
23	Huntington Bancshares Inc. C/O Grant & Eisenhofer 123 S. Justison Street	Phone: (302) 622-7040 Fax: (302) 622-7100 Email: gjarvis@gelaw.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
24	Federal Home Loan Bank of Chicago C/O Keller Rohrback LLP 1201 Third Avenue, Suite 3200	Phone: (206) 623-1900 Fax: (206) 623-3384 Email: dloeser@kellerrohrback.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
25	Federal Home Loan Bank of Boston C/O Keller Rohrback LLP 1201 Third Avenue, Suite 3200	Phone: (206) 623-1900 Fax: (206) 623-3384 Email: dloeser@kellerrohrback.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
26	Federal Home Loan Bank of Indianapolis C/O Keller Rohrback LLP 1201 Third Avenue, Suite 3200	Phone: (206) 623-1900 Fax: (206) 623-3384 Email: dloeser@kellerrohrback.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown

Residential Capital LLC, et al.  
 Top Unsecured Creditors  
 In USD  
 (All Amounts Are Estimated)

No.	Creditor [1]	Creditor Contact	Nature of Claim [2]	Contingent, Unliquidated, or Disputed	Amount of Claim [3]
27	Massachusetts Mutual Life Insurance Company C/O Bernadette Harrigan 1295 State Street	Phone: (413) 788-8411 Fax: (413) 226-4268 Email:	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
28	National Credit Union Administration Board C/O Susman Godfrey LLP 1901 Avenue of the Stars, Suite 950	Phone: (310) 789-3100 Fax: (310) 789-3150 Email: mseltzer@susmangodfrey.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
29	The Charles Schwab Corporation C/O Grais & Ellsworth LLP 70 East 55th Street New York, NY 10022	Phone: (212) 755-0100 Fax: (212) 755-0052 Email:	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
30	New Jersey Carpenters Health Fund C/O Cohen Milstein Sellers & Toll PLLC 150 East 52nd Street, Thirtieth Floor New York, NY 10022	Phone: (212) 838-7797 Fax: (212) 838-7745 Email: jaitman@cohenmilstein.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
31	New Jersey Carpenters Vacation Fund C/O Cohen Milstein Sellers & Toll PLLC 150 East 52nd Street, Thirtieth Floor New York, NY 10022	Phone: (212) 838-7797 Fax: (212) 838-7745 Email: jaitman@cohenmilstein.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
32	Boilermaker Blacksmith National Pension Trust C/O Cohen Milstein Sellers & Toll PLLC 150 East 52nd Street, Thirtieth Floor New York, NY 10022	Phone: (212) 838-7797 Fax: (212) 838-7745 Email: jaitman@cohenmilstein.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
33	Police and Fire Retirement System of the City of Detroit C/O Zwerling, Schachter & Zwerling 41 Madison Avenue New York, NY 10010	Phone: (212) 223-3900 Fax: (212) 371-5969 Email: rzwerling@zsz.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
34	Orange County Employees Retirement System C/O Cohen Milstein Sellers & Toll PLLC 150 East 52nd Street, Thirtieth Floor New York, NY 10022	Phone: (212) 838-7797 Fax: (212) 838-7745 Email: jaitman@cohenmilstein.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
35	Midwest Operating Engineers Pension Trust Fund C/O Cohen Milstein Sellers & Toll PLLC 150 East 52nd Street, Thirtieth Floor New York, NY 10022	Phone: (212) 838-7797 Fax: (212) 838-7745 Email: jaitman@cohenmilstein.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
36	Iowa Public Employees Retirement System C/O Cohen Milstein Sellers & Toll PLLC 150 East 52nd Street, Thirtieth Floor New York, NY 10022	Phone: (212) 838-7797 Fax: (212) 838-7745 Email: jaitman@cohenmilstein.com	Contingent Claim- Securities	Contingent, Unliquidated, Disputed	Unknown
37	Brian Kessler, et al C/O Walters Bender Strohhahn & Vaughan, P.C. 2500 City Center Square, 1100 Main, Suite 2500	Phone: (816) 421-6620 Fax: (816) 421-4747 Email: jhaake@wbsvlaw.com	Contingent Litigation	Contingent, Unliquidated, Disputed	Unknown
38	Donna Moore C/O Kessler Topaz Meltzer & Check, LLP 280 King of Prussia Road Radnor, PA 19087	Phone: (610) 822.0242 Fax: (610) 667.7056 Email: eciolko@ktmc.com	Contingent Litigation	Contingent, Unliquidated, Disputed	Unknown

Residential Capital LLC, et al.  
 Top Unsecured Creditors  
 In USD  
 (All Amounts Are Estimated)

No.	Creditor [1]	Creditor Contact	Nature of Claim [2]	Contingent, Unliquidated, or Disputed	Amount of Claim [3]
39	Steven And Ruth Mitchell C/O Walters Bender Stroehbehn & Vaughan, P.C 2500 City Center Square, 1100 Main Street Kansas City, MO 64105	Phone: (816) 421-6620 Fax: (816) 421-4747 Email: awalter@wbsvlaw.com	Settled Litigation		14,500,000.00
40	Indecomm Global Services 200 Middlesex Essex Turnpike Suite 102 Iselin, NJ 08830	Phone: (732) 404-0081 Ext. 208 Fax: Email: Rajan@indecomm.net	General Trade Payable		675,000.00
41	Alan Gardner C/O Williamson & Williams 187 Parfitt Way SW, Suite 250 Bainbridge Island, WA 98110	Phone: (206) 441-5444 Fax: (206) 780-5557 Email: roblin@williamslaw.com	Settled Litigation		555,000.00
42	Tiffany Smith C/O Schroeter Goldmark & Bender 500 Central Bldg., 810 Third Ave. Seattle, WA 98104	Phone: (206) 622-8000 Fax: (206) 682-2305 Email: info@sbg-law.com	Settled Litigation		275,000.00
43	Don E. Diane M. Patterson C/O Siegel Brill, P.A. 100 Washington Avenue South, Suite 1300 Minneapolis, MN 55401	Phone: (612) 337-6100 Fax: (612) 339-6591 Email: heidifurlong@siegelbrill.com	Settled Litigation		157,950.00
44	Wells Fargo & Company Wf 8113, P.O. Box 1450 Minneapolis, MN 55485	Phone: (612) 667-7121 Fax: Email:	General Trade Payable		121,000.00
45	Credstar 12395 First American Way Poway, CA 92064	Phone: (800) 921-6700, ext 5129 Fax: Email: LPulford@corelogic.com	General Trade Payable		99,773.65
46	Emortgage Logic 9151 Boulevard 26, Suite 400 N. Richland Hills, TX 76180-5605	Phone: (817) 581-2900 Fax: Email: info@emortgagelogic.com	General Trade Payable		87,910.00
47	Aegis Usa Inc. 2049 Century Park East, Suite 300 Los Angeles, CA 90067	Phone: +63 2 8858000 Fax: Email: Kapil.Chopra@aegisglobal.com	General Trade Payable		72,116.56
48	ISGN Fulfillment Services Inc 3220 Tillman Drive, Suite 301 Bensalem, PA 19020	Phone: (860) 656-7571 Fax: Email: Scott.slifer@isgn.com	General Trade Payable		65,754.00
49	US Bank Corporate Trust Services 60 Livingston Ave St. Paul, MN 55107	Phone: (651) 495-3839 Fax: (866) 869-1624 Email: michelle.moeller@usbank.com	General Trade Payable		64,000.00
50	Deborah Pangel and Lee Sachs C/O Linda Tirelli One North Lexington Avenue, 11th Floor White Plains, NY 10601	Phone: (914) 946-0860 Fax: (914)946-0870 Email: WestchesterLegal@aol.com	Settled Litigation		55,000.00

Notes:

- [1] For all litigation settlements, the counterparty's attorney is listed as addressee.
- [2] General Trade Payable claims are based on balances in the Debtors' Accounts Payable system as of close of business May 11, 2012.
- [3] Estimated amount of claim for unsecured bonds represents principal balances as of 5/9/12 and does not include accrued interest or fees.
- [4] As of Indenture dated June 24, 2005 between Residential Capital Corporation and Deutsche Bank Trust Company Americas, as Indenture Trustee (amended on June 24, 2005, November 21, 2005, and May 16, 2008). A \$20.1 million semi-annual interest payment due in April 2012 for the senior unsecured note maturing in April 2013 was not made.
- [5] Estimated amount of claim for EUR notes is based on an exchange rate of 1.29480 on May 11, 2012.
- [6] Estimated amount of claim for GBP notes is based on an exchange rate of 1.61418 on May 11, 2012.

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

	)		
In re	)	Chapter 11	
	)		
RFC BORROWER LLC,	)	Case No. 12- _____	( )
	)		
	)	Joint Administration Pending	
	)		
Debtor.	)		
	)		

**CORPORATE OWNERSHIP STATEMENT**

In accordance with Rule 1007(a)(1) of the Federal Rules of Bankruptcy Procedure, RFC Borrower LLC (the “Debtor”) hereby states that the following corporations directly or indirectly own 10% or more of the Debtor’s equity interests as of May 14, 2012:

Shareholder	Percentage of Shares Held
Residential Funding Company, LLC	100%

I, James Whitlinger, the Chief Financial Officer of RFC Borrower LLC, a Delaware limited liability company, declare under penalty of perjury that I have read the foregoing and that it is true and correct to the best of my information and belief, and will be supplemented to the extent additional information becomes available.

Dated: May 14, 2012

/s/ James Whitlinger  
 \_\_\_\_\_  
 Name: James Whitlinger  
 Title: Chief Financial Officer

**WRITTEN CONSENT OF RESIDENTIAL FUNDING COMPANY, LLC,  
AS SOLE MEMBER OF RFC BORROWER, LLC,  
A SUBSIDIARY OF RESIDENTIAL CAPITAL, LLC**

The undersigned, being an officer of Residential Funding Company, LLC (“Residential Funding”), the sole member of RFC Borrower, LLC (“RFC Borrower”), an indirect subsidiary of Residential Capital, LLC (“ResCap”), and being authorized to act on behalf of Residential Funding in this matter, consents to the adoption of the following recitals and resolutions, as of this 13<sup>th</sup> day of May, 2012.

**WHEREAS**, Residential Funding (i) has extensively reviewed the alternatives available to RFC Borrower, (ii) has been advised of and considered the decision of the Board of Directors of ResCap to authorize the commencement of a case under the provisions of Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) for itself and for certain of its direct and indirect subsidiaries, and (iii) has determined that seeking relief under the provisions of Chapter 11 of the Bankruptcy Code presents the best opportunity for preserving and maximizing the value of the enterprise for the benefit of RFC Borrower, its subsidiaries, creditors, employees, stakeholders and other interested parties:

**WHEREAS**, RFC Borrower has engaged in negotiations ranging from preliminary to late-stage with a number of prospective strategic and financial investors who expressed interest in pursuing a transaction and sale process to acquire substantially all of the assets of RFC Borrower pursuant to 11 U.S.C. §§ 105, 363 and 365 (a “Section 363 Sale”);

**WHEREAS**, RFC Borrower has narrowed the field of prospective investors interested in pursuing a Section 363 Sale to Fortress Investment Group LLC (“Fortress”), a leading, highly diversified global investment management firm;

**WHEREAS**, the proposed transaction with Fortress would entail the sale of substantially all of RFC Borrower’s assets, including their mortgage loan origination and servicing businesses, in a Section 363 Sale as part of a Chapter 11 bankruptcy proceeding filed by RFC Borrower, and the institution of an auction process under the supervision of the Bankruptcy Court to ensure that the price and terms obtained by RFC Borrower constitute the best available transaction for RFC Borrower (such transactions being collectively referred herein as the “Fortress Transaction”);

**WHEREAS**, Residential Funding has determined that it is in the best interests of RFC Borrower that RFC Borrower pursue the Fortress Transaction;

**WHEREAS**, Residential Funding has also been presented by the management of RFC Borrower with a proposed Superpriority Debtor-in-Possession Credit and Guaranty Agreement (the “Credit Agreement”) by and among GMACM Borrower, LLC (“GMACM Borrower”), RFC Borrower, LLC (“RFC Borrower”; together with GMACM Borrower, the “Borrowers”), ResCap, GMAC Mortgage, LLC, Residential Funding Company, LLC, certain subsidiaries of ResCap from time to time party thereto as guarantors (the “Guarantors”; the Guarantors, together with the Borrowers, the “Credit Parties,” and each, a “Credit Party”), GMAC Mortgage and

Residential Funding, as Administrators, Originators, Receivables Custodians and Servicers, GMAC Mortgage, as GMACM Servicer, certain financial institutions from time to time party thereto as lenders (the "Lenders"), Barclays Bank PLC, ("Barclays") as administrative agent for the Lenders (the "Administrative Agent"), Barclays, as collateral agent (the "Collateral Agent") and Barclays, as syndication agent, and the other persons from time to time party thereto, pursuant to which RFC Borrower intends to under which RFC Borrower intends to obtain loans and advances in accordance with the terms and conditions of the Credit Agreement (the "Loans");

**WHEREAS**, Residential Funding has determined that it is in the best interests of RFC Borrower to obtain loans and advances on the terms and conditions set forth in the Credit Agreement;

**WHEREAS**, Residential Funding has also been presented with an RFC Receivables Pooling and Purchase Agreement (the "Pooling Agreement") to be entered into between Residential Funding and RFC Borrower, pursuant to which it is intended that Residential Funding sell and assign certain receivables and the proceeds thereof (the "Transferred Receivables") to RFC Borrower;

**WHEREAS**, pursuant to a Mortgage Loan Purchase and Contribution Agreement (the "Mortgage Loan Purchase Agreement") to be entered into between Residential Funding and RFC Borrower, it is intended that Residential Funding sell and contribute certain mortgage loans and related assets (the "Transferred Mortgage Loans"; together with the Transferred Receivables, the "Transferred Assets") to RFC Borrower;

**WHEREAS**, pursuant to an RFC Receivables Purchase Agreement (the "Receivables Purchase Agreement"; together with the Pooling Agreement and the Mortgage Loan Purchase Agreement, the "RFC Transfer Agreements") to be entered into among Residential Funding, as Originator and Servicer, RFC Borrower, and GMAC Mortgage Servicer Advance Funding Company Ltd. ("GMAC Mortgage Servicer"), as "GSAP Transferor", it is intended that the GSAP Transferor sell and assign certain receivables to RFC Borrower;

**WHEREAS**, Residential Funding has determined that it is in the best interests of RFC Borrower that Residential Funding transfer the Transferred Assets to RFC Borrower under the terms and conditions of the RFC Transfer Agreements set forth above;

**WHEREAS**, in connection with entering into the Credit Agreement, the Credit Parties may, as necessary, negotiate, prepare, execute, deliver, acknowledge, attest and perform (or cause to be negotiated, prepared, executed, delivered, acknowledged, attested and performed) any applicable fee letters, engagement letters, commitment letters, promissory notes, guaranty agreements, collateral documents, pledge agreements, cash collateral and reimbursement agreements, deeds of trust, mortgages, control agreements, custodial agreements, other security agreements, assignments, endorsements and other instruments of transfer, intercreditor and/or subordination agreements, agency agreements, instruction letters, appointment and authorization agreements, payoff letters, financing statements, hedging agreements and other agreements, certificates, instruments and documents as may be contemplated by, related to or required in

connection with the Credit Agreement or the transactions contemplated thereby (collectively with the Credit Agreement and Guaranty, the “Credit Documents”);

**WHEREAS**, Residential Funding has been presented with an Asset Purchase Agreement (the “NSM Asset Purchase Agreement”), among ResCap, Residential Funding, GMAC Mortgage, Executive Trustee Services, LLC (“ETS LLC”), EPRE LLC (“EPRE”), ETS of Washington, Inc., (“ETS WA”) and the additional sellers identified on Schedule A to the NSM Asset Purchase Agreement (together with ResCap, Residential Funding, GMAC Mortgage, ETS LLC, ETS WA and EPRE, the “Sellers”), and NationStar Mortgage LLC (“Purchaser”), pursuant to which the Sellers will sell certain of their assets to Purchaser and Purchaser will assume certain of the Sellers’ Liabilities on the terms and conditions set forth in the NSM Asset Purchase Agreement (the “NSM Asset Sale”);

**WHEREAS**, Residential Funding has also been presented with a Deposit Escrow Agreement (the “Escrow Agreement”), among the Sellers, Purchaser and JPMorgan Chase Bank, NA as the Escrow Agent with respect to the Cash Deposit (as defined in the NSM Asset Purchase Agreement);

**WHEREAS**, Residential Funding has also been presented with an Asset Purchase Agreement (the “AFI Asset Purchase Agreement,” together with the NSM Asset Purchase Agreement and the Escrow Agreement, the “Asset Purchase Agreements”), between ResCap, Residential Funding and GMAC Mortgage, and BMMZ and Ally Financial Inc. (“AFI”), pursuant to which such Sellers will sell certain Whole Loans, Advances (each as defined in the AFI Asset Purchase Agreement) and other assets to BMMZ (the “AFI Asset Sale”), and AFI will guarantee the obligations of BMMZ thereunder;

**WHEREAS**, Residential Funding has determined that it is in the best interests of RFC Borrower to pursue the NSM Asset Sale and the AFI Asset Sale and to enter into the Asset Purchase Agreements;

**WHEREAS**, Residential Funding has had the opportunity to consult with the management of RFC Borrower and to fully consider each of the strategic alternatives available to RFC Borrower;

**WHEREAS**, after consideration of all factors and information Residential Funding deemed relevant, Residential Funding finds that it is desirable for, fair to and in the best interests of RFC Borrower, its creditors and stakeholders and other parties in interest, that RFC Borrower (i) file or cause to be filed a voluntary petition for relief under the provisions of Chapter 11 of the Bankruptcy Code in which the authority to operate as a debtor-in-possession will be sought (the “Chapter 11 Filing”), (ii) effect the Fortress Transaction as a Section 363 Sale, (iii) execute and deliver the Credit Agreement and the other Credit Documents, to the extent party thereto, and perform its obligations thereunder, (iv) accept the transfer of the Transferred Assets from Residential Funding on the terms and conditions set forth in the RFC Transfer Agreements, (v) enter into the Termination Agreements, and (v) enter into the Asset Purchase Agreements;

Written Consent of Residential Funding, LLC, as Sole Member of  
RFC Borrower, LLC



**NOW THEREFORE, BE IT RESOLVED** as follows:

**COMMENCEMENT OF BANKRUPTCY CASES**

**RESOLVED**, that RFC Borrower is authorized and directed to file a petition seeking relief under the provisions of Chapter 11 of the Bankruptcy Code;

**RESOLVED**, that each of the Authorized Officers of RFC Borrower (it being understood that, for the purposes of these resolutions, the "Authorized Officers" shall include, without limitation, the most senior officer of RFC Borrower and any other officer determined by the Chief Executive Officer or Chief Financial Officer of RFC Borrower to be an appropriate officer with respect to the action taken) is hereby authorized, empowered and directed, in the name and on behalf of RFC Borrower, to execute and verify a petition under Chapter 11 of the Bankruptcy Code and to cause the same to be filed in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") in such form and at such time as the Authorized Officer executing such petition on behalf of RFC Borrower shall determine;

**RESOLVED**, that in connection with the commencement of the Chapter 11 case by RFC Borrower, each Authorized Officer is authorized, in the name and on behalf of RFC Borrower, to negotiate, execute, and deliver such notes, security and other agreements, and instruments as such Authorized Officer considers appropriate to enable RFC Borrower to enter into one or more agreements to (i) borrow monies from one or more Lenders under the Credit Agreement, as more fully set forth below, and (ii) utilize cash collateral on the terms and conditions such Authorized Officer or Authorized Officers executing the same may consider necessary, proper, or desirable, and to consummate the transactions contemplated by such notes, security and other agreements and instruments on behalf of RFC Borrower, subject to Bankruptcy Court approval;

**RESOLVED**, that each Authorized Officer is authorized and directed, in the name and on behalf of RFC Borrower, to cause RFC Borrower to enter into, execute, deliver, certify, file and/or record, negotiate, and perform (or direct others to do so on their behalf as provided herein), any and all petitions, schedules, lists, motions, certifications, agreements, instruments, affidavits, applications, including, without limitation, applications for approvals or rulings of governmental or regulatory authorities, or other documents, and in that connection to employ and retain legal counsel, accountants or other professionals, and to take such other actions, as in the judgment of such Authorized Officer shall be or become necessary, proper, or desirable in connection with the Chapter 11 Filing contemplated hereby, with a view to the successful prosecution of such case, including and all action necessary, proper or desirable in connection with obtaining the use of cash collateral or debtor-in-possession financing;

**RESOLVED**, that Residential Funding approves and endorses RFC Borrower taking any and all action, including authorizing a filing in the Bankruptcy Court, and to execute and deliver all documents, agreements, motions and pleadings as are necessary, proper, or desirable to enable RFC Borrower to carry out the filing in Bankruptcy Court contemplated hereby, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code;

### **SECTION 363 ASSET SALE AUTHORIZATION**

**RESOLVED**, that the Authorized Officers, each acting alone or with one or more other Authorized Officers be, and they hereby are authorized, empowered and directed, to petition the Bankruptcy Court to effect the Fortress Transaction through an auction process overseen by the Bankruptcy Court in a Section 363 Sale;

**RESOLVED**, that the Authorized Officers, each acting alone or with one or more other Authorized Officers be, and they hereby are, authorized and empowered to execute and file on behalf of RFC Borrower all petitions, schedules, lists and other motions, papers or documents, and to take any and all action that they deem necessary or advisable to effect the Fortress Transaction as a Section 363 Sale;

### **DEBTOR-IN-POSSESSION FINANCING AUTHORIZATION**

**RESOLVED**, that it is in the best interests of RFC Borrower to incur indebtedness on the terms and conditions set forth in the Credit Agreement;

**RESOLVED**, that RFC Borrower is authorized to incur indebtedness under the Credit Agreement and to grant to the Collateral Agent and the Lenders security interests, pledges and encumbrances in and of certain property of RFC Borrower as provided in the Credit Agreement;

**RESOLVED**, that the form, terms and provisions of the Credit Agreement, together with all schedules and exhibits thereto, a draft of which was submitted to Residential Funding, are advisable and fair to and in the best interests of RFC Borrower and are in all respects approved;

**RESOLVED**, that the Authorized Officers, each acting alone or with one or more Authorized Officers, may (i) negotiate, execute and deliver for and on behalf of RFC Borrower, the Credit Agreement and the other Credit Documents referred to therein to which RFC Borrower is a party, including the Collateral Documents (as defined in the Credit Agreement) to be delivered thereunder, in substantially the forms hereby approved, with such changes, additions or deletions as the Authorized Officer executing the same may approve, such execution to be conclusive evidence of such approval, and (ii) negotiate, execute and deliver all other instruments, certificates, papers, agreements and other applicable Credit Documents which the Lenders, the Administrative Agent or the Collateral Agent may require in connection with the Credit Agreement in such form and of such content as any such Authorized Officer shall approve, such execution to be conclusive evidence of such approval;

**RESOLVED**, that any Authorized Officer is authorized to negotiate, execute and deliver, for and on behalf of RFC Borrower, any addendum to, amendment of, or other renewal or extension of the Credit Agreement, or any other Credit Documents at any time after the execution thereof, such addendum, amendment, renewal or extension to be in such form and of such content as shall be approved by the Authorized Officer who executes the same, such execution to be conclusive evidence of such approval;

**RESOLVED**, that the execution, delivery and consummation of the transactions contemplated by the Credit Agreement, in substantially the form of and with terms and

conditions as presented to Residential Funding (with such changes or additions thereto as the Authorized Officer executing the same shall deem necessary, advisable or appropriate) and the other Credit Documents and all other instruments required or deemed necessary or desirable by any Authorized Officer in connection with the Credit Agreement and the performance by RFC Borrower of its obligations thereunder (including, without limitation, with respect to (i) the granting of liens and security interests to be granted under the Credit Documents and Orders and (ii) the payment of any fees and expenses associated therewith), be, and they hereby are, adopted, approved, authorized and ratified in all respects;

**RESOLVED**, that any Authorized Officer, or any other officer or employee of RFC Borrower authorized by an Authorized Officer in accordance with the procedures of RFC Borrower, may pay any and all costs, expenses and fees, do and perform all acts and execute and deliver any further instrument, certificate or document in the name and on behalf of RFC Borrower in connection with the Credit Documents, as such Authorized Officer deems necessary or appropriate to carry out the purposes and intent of these resolutions, the execution thereof by such Authorized Officer to be conclusive evidence of such determination;

**RESOLVED**, that the authority given in these resolutions is retroactive and any and all acts authorized herein performed before the passage of these resolutions in connection with the Credit Documents are ratified and affirmed;

**RESOLVED**, that these resolutions shall continue in full force and effect until the Administrative Agent receives notice in writing of their revocation by a resolution duly adopted by Residential Funding (provided that any such notice shall not affect the Credit Agreement and any other Credit Documents in effect at the time such notice is given or any outstanding borrowings and other extensions of credit from the Administrative Agent or the Lenders under the Credit Documents or otherwise);

**RESOLVED**, that the Credit Agreement, together with its schedules and exhibits, and any and all other Credit Documents referred to therein, submitted to Residential Funding shall be filed by the Secretary or Assistant Secretary of RFC Borrower among the records of RFC Borrower;

#### **AUTHORIZATION OF CERTAIN ASSET TRANSFERS**

**RESOLVED**, that RFC Borrower is authorized to (i) purchase and accept the assignment of the Transferred Receivables from Residential Funding as provided in the Pooling Agreement, and (ii) purchase and accept the contribution of the Transferred Mortgage Loans from Residential Funding as provided in the Mortgage Loan Purchase Agreement;

**RESOLVED**, that the form, terms and provisions of the RFC Transfer Agreements, together with all attachments thereto, of which a draft was submitted to Residential Funding, are in all respects approved;

**RESOLVED**, that the Authorized Officers, each acting alone or with one or more Authorized Officers, may (i) negotiate, execute and accept delivery of and on behalf of RFC Borrower, the RFC Transfer Agreements, in substantially the forms hereby approved, with such

changes, additions or deletions as the Authorized Officer executing the same may approve, such execution to be conclusive evidence of such approval, and (ii) negotiate, execute and deliver all other instruments, certificates, papers, agreements and other documents which may be required in connection with the RFC Transfer Agreements in such form and of such content as any such Authorized Officer shall approve, such execution to be conclusive evidence of such approval;

**RESOLVED**, that any Authorized Officer is authorized to negotiate, execute and deliver, for and on behalf of RFC Borrower, any addendum to, amendment of, or other renewal or extension of the RFC Transfer Agreements at any time after the execution thereof, such addendum, amendment, renewal or extension to be in such form and of such content as shall be approved by the Authorized Officer who executes the same, such execution to be conclusive evidence of such approval;

**RESOLVED**, that any Authorized Officer, or any other officer or employee of RFC Borrower authorized by an Authorized Officer in accordance with RFC Borrower's procedures, may pay any and all costs, expenses and fees, do and perform all acts and execute and deliver any further instrument, certificate or document in the name and on behalf of RFC Borrower in connection with the RFC Transfer Agreements, as such Authorized Officer deems necessary or appropriate to carry out the purposes and intent of these resolutions;

**RESOLVED**, that the authority given in these resolutions is retroactive and any and all acts authorized herein performed before the passage of these resolutions in connection with the RFC Transfer Agreements are ratified and affirmed;

**RESOLVED**, that the RFC Transfer Agreements, together with the attachments thereto, and any and all other documents referred to therein, submitted to RFC Borrower, shall be filed by the Secretary or Assistant Secretary of RFC Borrower among the records of RFC Borrower;

#### **AUTHORIZATION OF ASSET PURCHASE AGREEMENTS**

**RESOLVED**, that the form, terms and provisions of the Asset Purchase Agreements, drafts of which were submitted to Residential Funding, are in all respects authorized and approved;

**RESOLVED**, that the Authorized Officers are authorized to enter into, execute and deliver the Asset Purchase Agreements on behalf of GMACM Borrower, and any other agreement, instrument, document, or certificate required pursuant to any or necessary or desirable to effect the purposes of the Asset Purchase Agreements (together with the Asset Purchase Agreements, the "Transaction Documents"), together with such changes therein as the Authorized Officer executing the same shall deem necessary, desirable or appropriate, such execution to be conclusive evidence of such necessity, desirability or appropriateness, and to take such other actions as may be required to be taken by GMACM Borrower;

**RESOLVED**, that any and all actions heretofore or hereafter taken by the Authorized Officers within the terms of any of the foregoing resolutions are ratified and confirmed as the acts and deeds of GMACM Borrower;

**RESOLVED**, that each of the Authorized Officers is authorized and directed to execute and deliver any and all agreements, instruments and other documents and to take such other actions as they deem necessary, desirable, or appropriate to carry out the purposes and intent of the foregoing resolutions;

**RESOLVED**, that the Assistant Secretary is authorized to prepare and to certify as a resolution of GMACM Borrower such additional resolutions as such Authorized Officer, acting upon advice of counsel to GMACM Borrower, shall deem necessary or advisable to accomplish the purposes of the foregoing resolutions.

### **GENERAL AUTHORIZATION AND RATIFICATION**

**RESOLVED**, that each Authorized Officer is authorized and directed, consistent with these Resolutions and with the advice of counsel to RFC Borrower: (i) to negotiate, execute, deliver, certify, file and/or record, and perform, any and all of the agreements, documents, and instruments referenced herein, and such other agreements, documents, and instruments and assignments thereof as may be required or as such Authorized Officer deems appropriate or advisable, or to cause the negotiation, execution, and delivery thereof, as the case may be, in such form and substance as such Authorized Officer may approve, together with such changes and amendments to any of the terms and conditions thereof as such Authorized Officer may approve, (ii) to negotiate, execute, deliver, certify, file and/or record, and perform any agreements, documents, certificates, consents, filings, and applications relating to the Resolutions adopted and matters ratified or approved herein and the transactions contemplated thereby, and amendments and supplements to any of the foregoing, and to take such other action as may be required or as such Authorized Officer deems appropriate or advisable in connection therewith, and (iii) to do such other things as may be required, or as may in such Authorized Officer's judgment be necessary, proper, or desirable, to carry out the intent and effectuate the purposes of the Resolutions adopted and matters ratified or approved herein and the consummation of the transactions contemplated hereby;

**RESOLVED**, that any Authorized Officer be, and each of them individually is, empowered, authorized and directed, for and on behalf of RFC Borrower, to take or cause to be taken any and all such further actions, to execute and deliver or cause to be executed and delivered all such contracts, documents, instruments and agreements providing for the engagement, retention, compensation, reimbursement of expenses and indemnification of any legal counsel, accounting firm, investment banking firm or other such consultants, advisors and other agents, to incur and pay all such fees and expenses and to retain any such legal counsel, accounting firm, investment banking firm or other such consultants, advisors and other agents, in each case as they shall in their judgment determine to be necessary, desirable or advisable to carry out fully the intent and purpose of the foregoing resolutions and the execution by such Authorized Officer of any such document, instrument or agreement or the payment of any such expenses or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefore and the approval of the documents, instruments or agreements so executed, the expenses so paid and the actions so taken;

**RESOLVED**, that any person dealing with any Authorized Officer or Authorized Officers in connection with any of the foregoing matters shall be conclusively entitled to rely

upon the authority of such Authorized Officer and by his or her execution of any document or agreement, the same shall be a valid and binding obligation of RFC Borrower enforceable in accordance with its terms;

**RETENTION OF PROFESSIONALS AND PAYMENT OF FEES AND EXPENSES**

**RESOLVED**, that the law firm of Morrison & Foerster LLP is employed as attorneys for RFC Borrower under a general retainer in RFC Borrower's Chapter 11 case, subject to the approval of the Bankruptcy Court;

**RESOLVED**, that the firm of FTI Consulting Inc. is employed to provide financial advisory services to RFC Borrower, subject to the approval of the Bankruptcy Court;

**RESOLVED**, that the firm of Centerview Partners LLC is employed to provide investment banking services to RFC Borrower, subject to the approval of the Bankruptcy Court;

**RESOLVED**, that the firm of Kurtzman Carson Consultants LLP is employed as claims and noticing agent to RFC Borrower, subject to the approval of the Bankruptcy Court;

**RESOLVED**, that the law firm of Curtis, Mallet-Prevost, Colt & Mosle LLP is employed as conflicts counsel for RFC Borrower in RFC Borrower's Chapter 11 cases, subject to the approval of the Bankruptcy Court;

**RESOLVED**, that the firm of Rubenstein Associates, Inc. is employed as public relations consultants to RFC Borrower in RFC Borrower's Chapter 11 case, subject to the approval of the Bankruptcy Court;

**RESOLVED**, that any Authorized Officer is authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that such Authorized Officer deems necessary, proper, or desirable in connection with RFC Borrower's Chapter 11 case, with a view to the successful prosecution of such case;

**RESOLVED**, that all actions taken by the Authorized Officers, or any of them, prior to the date of the foregoing Resolutions adopted by consent and within the authority conferred, are ratified, confirmed, and approved in all respects as the act and deed of RFC Borrower.

**IN WITNESS WHEREOF**, the undersigned, being duly authorized by Residential Funding, the sole Member of RFC Borrower, hereby executes this written consent.

Dated: May 13, 2011

RESIDENTIAL FUNDING COMPANY, LLC

By: /s/ James Whitlinger  
James Whitlinger  
Chief Financial Officer