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**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

----- )  
In re: ) Case No. 12-12020 (MG)  
 )  
RESIDENTIAL CAPITAL, LLC, et al., ) Chapter 11  
 )  
Debtors. ) Jointly Administered  
 )  
----- )

**NOTICE OF FILING OF EXHIBITS 2 THROUGH 21 COMPRISING THE PLAN  
SUPPLEMENT TO THE JOINT CHAPTER 11 PLAN PROPOSED BY  
RESIDENTIAL CAPITAL, LLC, ET AL. AND THE  
OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

**PLEASE TAKE NOTICE** that pursuant to the *Order (I) Approving Disclosure Statement, (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan Proponents' Joint Chapter 11 Plan, (III) Approving the Form of Ballots, (IV) Scheduling a Hearing on Confirmation of the Plan, (V) Approving Procedures for Notice of the Confirmation Hearing and for Filing Objections to Confirmation of the Plan, and (VI) Granting Related Relief* entered on August 23, 2013 [Docket No. 4809] (the "Disclosure Statement



Approval Order”), the Plan Proponents<sup>1</sup> hereby file certain exhibits comprising the Plan Supplement in connection with confirmation of the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors*, as amended, dated August 23, 2013 [Docket No. 4819, Ex. 1] (the “Plan”):

- **Exhibit 2**: Liquidating Trust Agreement
- **Exhibit 3**: RMBS Claims Trust Agreement
- **Exhibit 4**: Borrower Claims Trust Agreement
- **Exhibit 5**: Private Securities Claims Trust Agreement
- **Exhibit 6**: Initial Members of the Liquidating Trust Board
- **Exhibit 7**: Initial Members of Liquidating Trust Management
- **Exhibit 8**: Initial Members of Borrower Claims Trust Committee and Identity of the Borrower Claims Trustee
- **Exhibit 9**: Identity of the Private Securities Claims Trustee
- **Exhibit 10**: Borrower Trust True-Up
- **Exhibit 11**: Cooperation Agreement between the Liquidating Trust and the Kessler Settlement Class
- **Exhibit 12**: Policy Numbers for the GM Policies
- **Exhibit 13**: Liquidating Trust Causes of Action
- **Exhibit 14**: Stipulated Allocation of Allowed Fee Claim
- **Exhibit 15**: Borrower-Related Causes of Action
- **Exhibit 16**: Updated RMBS Trust Claims Schedules
- **Exhibit 17**: Ally Contract Claims Estimate

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings set forth in the Disclosure Statement Approval Order or the Plan, as applicable.

- **Exhibit 18**: Identity of the RMBS Claims Trust Trustees
- **Exhibit 19**: Material Terms on which the Plan Proponents May Pay Post-Petition Interest Over Time
- **Exhibit 20**: Initial List of Claims To Be Subordinated Under the Plan
- **Exhibit 21**: Updated Disclosure Statement Exhibits 12 and 13

**PLEASE TAKE FURTHER NOTICE** that the undersigned reserves the right to alter, amend, modify or supplement any document in the Plan Supplement as provided by the Plan; *provided that* if any document in the Plan Supplement is altered, amended, modified or supplemented in any material respect, the Debtors will file a blackline of such document with the Bankruptcy Court.

**PLEASE TAKE FURTHER NOTICE** that on **November 19, 2013 at 10:00 a.m. (Prevailing Eastern Time)** or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Martin Glenn, at the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004 to consider confirmation of the Plan, including all exhibits thereto and as amended, modified or supplemented from time to time, and for such other and further relief as may be just and proper (the “Confirmation Hearing”).

**PLEASE TAKE FURTHER NOTICE** that The Confirmation Hearing may be adjourned from time to time by the Court without further notice. Additionally, the Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

**PLEASE TAKE FURTHER NOTICE** that responses and objections, if any, to the approval of the Plan, **must** (i) be in writing, (ii) state the name and address of the objecting or responding party and the amount and nature of the claim or interest of such party, (iii) state with particularity the basis and nature of any objection or response and include, where appropriate, proposed language to be incorporated into the Plan to resolve any such objection or response, (iv) conform to the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court, (v) be filed electronically with the Bankruptcy Court in accordance with the Case Management Procedures, dated May 23, 2012 [Docket No. 141] (available at [www.kccllc.net/rescap](http://www.kccllc.net/rescap)), and (vi) served in accordance with General Order M-399 (which can be found at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov)) so as to be actually received **on or before 4:00 p.m. (Prevailing Eastern Time) on October 21, 2013** on the following parties: (a) the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004-1408; (b) Chambers of the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004; (c) attorneys for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York, 10104, Attn: Gary Lee, Lorenzo Marinuzzi, and Todd Goren; (d) the Debtors, Residential Capital LLC, Attn: Lewis Kruger, CRO, c/o Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104; (e) attorneys for the official committee of unsecured creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York, 10036, Attn: Kenneth H. Eckstein, Douglas H. Mannal and Stephen D. Zide; (f) attorneys for Ally Financial, Inc., Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Richard M. Cieri and Ray C. Schrock; (g) the Office of the United States Trustee, Southern District of New York, 201 Varick Street, Suite 1006, New York, New York 10014, Attn: Brian Masumoto and Michael Driscoll.

**PLEASE TAKE FURTHER NOTICE** that any objection not filed and served as set forth above will be deemed waived and will not be considered by the Court.

**PLEASE TAKE FURTHER NOTICE** that copies of the Plan and the Plan Supplement can be viewed and obtained for a fee via PACER at [www.pacer.gov](http://www.pacer.gov) or (without charge) on the Debtors' restructuring website at [www.kccllc.net/rescap](http://www.kccllc.net/rescap).

Dated: October 11, 2013  
New York, New York

/s/ Gary S. Lee  
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Unsecured Creditors*

**Exhibit 2**

**THE RESCAP LIQUIDATING TRUST  
LIQUIDATING TRUST AGREEMENT**

**BY AND AMONG**

**THE LIQUIDATING TRUSTEES,**

**[THE DELAWARE TRUSTEE],**

**RESIDENTIAL CAPITAL, LLC**

**AND**

**THE OTHER DEBTORS LISTED ON THE SIGNATURE PAGES HERETO**

[•], 2013

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**Exhibits**

Exhibit A-1 – Certificate of Conversion

Exhibit A-2 – Certificate of Trust

Exhibit B – Initial Liquidating Trust Budget

Exhibit C – Form of Request for Securities Account Information

Exhibit D – Form of Cooperation Agreement

**THE RESCAP LIQUIDATING TRUST  
LIQUIDATING TRUST AGREEMENT**

This Liquidating Trust Agreement, dated as of [\_\_\_\_], 2013 (this “Liquidating Trust Agreement”), is entered into by and among Residential Capital, LLC (“ResCap”), 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 Services, 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 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 and RFC SFJV-2002, LLC (each as a debtor and debtor-in-possession, and collectively, the “Debtors”), and [\_\_\_\_], or its successor, as Delaware Trustee, and the Liquidating Trustees whose names appear as such on the signature page to this Liquidating Trust Agreement.

**RECITALS**

A. On May 14, 2012, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (the “Bankruptcy Case”).

B. On or about July 26, 2013, John S. Dubel, as trustee, executed a Declaration of Trust providing for the formation of a predecessor common law trust (the “Original Trust”) for the purposes set forth therein.

C. On or about August 23, 2013, the Debtors filed the Joint Chapter 11 Plan of Residential Capital, LLC, *et al.*, dated August 23, 2013 (as amended and supplemented and as confirmed, the “Plan”, and the related disclosure statement, the “Disclosure Statement”).

D. On or about August 26, 2013, the Bankruptcy Court approved the Disclosure Statement.

E. On or about [\_\_\_\_], 2013, the Bankruptcy Court issued an order confirming the Plan.

F. On [\_\_\_\_], 2013, the Effective Date of the Plan occurred.

G. The Plan provides for a liquidating trust (as so formed and administered in accordance with the terms of this Liquidating Trust Agreement, the “Liquidating Trust”) to liquidate and distribute the Liquidating Trust Assets to holders of administrative, other priority, secured and unsecured Claims that are Allowed on the Effective Date or that become Allowed after the Effective Date.

H. Upon the filing of the Certificate of Conversion (as defined below) and the Certificate of Trust (as defined below), the Original Trust shall be converted to and succeeded by the Liquidating Trust.

I. This Liquidating Trust Agreement is being executed to establish and provide for the administration of the Liquidating Trust and the liquidation and distribution of Liquidating Trust Assets as contemplated by the Plan, and to otherwise facilitate the implementation of the Plan.

J. The Liquidating Trust (other than as relating to the Liquidating Trust Assets allocable to distributions and reserves described in Article III and to the Disputed LT Unsecured Claims) is intended to qualify as a Liquidating Trust, within the meaning of Treasury Regulations section 301.7701-4(d), to be treated as a “grantor trust” for federal income tax purposes, and to be exempt from the requirements of the Investment Company Act of 1940 pursuant to Section 3(c)(5) and Sections 7(a) and 7(b) thereof.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

## **ARTICLE I** **DEFINITIONS**

1.1 Definitions Incorporated from the Plan. Other than the terms defined below or elsewhere in this Liquidating Trust Agreement, capitalized terms shall have the meaning assigned to them in the Plan.

1.2 Other Definitions.

(a) “**Administrative Expenses Set Aside**” means an amount of Cash set aside from time to time by or under the direction of the Liquidating Trust Board for paying costs, fees and expenses, and reserving for liabilities, of the Liquidating Trust, as provided in Section 7.4, including costs, fees and expenses of the Estates payable at any time after the Effective Date.

(b) “**Administrative, Priority, Secured and Convenience Distribution Reserve**” means the reserve established for the purpose of maintaining Cash from time to time necessary to satisfy Priority Distributions and General Unsecured Convenience Claims in accordance with Section 3.6.

(c) “**Allowed LT Claims**” means Allowed Priority Claims, Allowed Unsecured Claims and Allowed General Unsecured Convenience Claims.

(d) “**Allowed Priority Claims**” means Administrative Claims, Priority Tax Claims, Other Priority Claims, Other Secured Claims and Junior Secured Notes Claims that are at any relevant time Allowed.

(e) “**Allowed Unsecured Claims**” means collectively, the GMACM Unsecured Claims, the ResCap Unsecured Claims and the RFC Unsecured Claims that are at any relevant time Allowed.

(f) “**Board Protocol**” means the protocols for the governance of the Liquidating Trust attached as Exhibit [ ] hereto, as such protocols may be amended from time to time by Majority Consent of the Liquidating Trust Board; provided, however, that in the event of a conflict between this Liquidating Trust Agreement and the Board Protocol, the Liquidating Trust Agreement shall govern.

(g) “**Business Day**” means any day other than a Saturday, Sunday or legal holiday on which the banks in the City of New York, Borough of Manhattan, are authorized to remain closed.

(h) “**Cause**” means, with respect to any Liquidating Trustee,

(i) such Liquidating Trustee’s conviction of a felony or any other crime involving moral turpitude; or

(ii) any act or failure to act by such Liquidating Trustee involving actual dishonesty, fraud, misrepresentation, theft or embezzlement; or

(iii) such Liquidating Trustee’s willful and repeated failure to substantially perform his/her duties under this Liquidating Trust Agreement and the Trust Act; or

(iv) such Liquidating Trustee’s incapacity, such that s/he is unable to substantially perform his/her duties under this Liquidating Trust Agreement and the Trust Act for more than ninety (90) consecutive days.

(i) “**Certificate of Conversion**” means the certificate of conversion required by section 3820 of the Trust Act, substantially in the form set forth in Exhibit A-1 to this Liquidating Trust Agreement, and filed in connection with the conversion of the Original Trust into a trust formed pursuant to the Trust Act.

(j) “**Certificate of Trust**” means the certificate of trust of the Liquidating Trust as required by sections 3810 and 3820 of the Trust Act, substantially in the form set forth in Exhibit A-2 to this Liquidating Trust Agreement, and filed in connection with the conversion of the Original Trust into a trust formed pursuant to the Trust Act.

(k) “**Confidentiality Parties**” has the meaning assigned in Section 12.8.

(l) “**Cooperation Agreement**” means that certain Cooperation Agreement, dated the date hereof, by and between the Borrower Claims Trust and the Liquidating Trust.

- (m) “**Debtors**” has the meaning assigned in the Preamble.
- (n) “**Delaware Trustee**” means [\_\_\_\_], or its successor, which is appointed in accordance with this Liquidating Trust Agreement to comply with the requirement of section 3807 of the Trust Act.
- (o) “**Disputed Claims Reserve**” means the reserve of Units maintained by the Liquidating Trust, together with all Cash theretofore distributed in respect of such Units, for distribution to holders of Disputed LT Unsecured Claims that are subsequently Allowed.
- (p) “**Disputed Claims Reserve Units**” means a number of Units equal to the sum of (x) the GMACM Debtors Unit Issuance Ratio multiplied by the Estimated Amount of all GMACM Unsecured Claims that are Disputed Claims as of the Initial Unit Distribution Record Date; plus (y) the ResCap Debtors Unit Issuance Ratio multiplied by the Estimated Amount of all ResCap Unsecured Claims that are Disputed Claims as of the Initial Unit Distribution Record Date; plus (z) the RFC Debtors Unit Issuance Ratio multiplied by the Estimated Amount of all RFC Unsecured Claims that are Disputed Claims as of the Initial Unit Distribution Record Date.
- (q) “**Disputed LT Claims**” means the Disputed Priority Claims, General Unsecured Convenience Claims that are Disputed Claims, and the Disputed LT Unsecured Claims.
- (r) “**Disputed LT Unsecured Claims**” means ResCap Unsecured Claims, GMACM Unsecured Claims and RFC Unsecured Claims that at any relevant time are Disputed Claims.
- (s) “**Disputed Priority Claims**” means Administrative Claims, Priority Tax Claims, Other Priority Claims, Other Secured Claims and Junior Secured Notes Claims that at any relevant time are Disputed Claims.
- (t) “**Dispute Resolution**” has the meaning assigned in Section 4.9.
- (u) “**Distributable Cash**” means Cash of the Liquidating Trust available for distribution to Unitholders (including the Disputed Claims Reserve), after payment or reserving for the payment of Allowed Priority Claims, Allowed General Unsecured Convenience Claims, Allowed ETS Unsecured Claims and Allowed professional fees, and the funding of the Administrative, Priority, Secured and Convenience Distribution Reserve and the funding of the Administrative Expenses Set Aside.
- (v) “**Distribution Date**” means any date, as determined by the Liquidating Trust Board, on which the Liquidating Trust makes a distribution of Distributable Cash to Unitholders (including the Disputed Claims Reserve).
- (w) “**Distribution Record Date**” means a date selected by the Liquidating Trust Board preceding each Distribution Date, as the record date for determining the holders of Units entitled to participate in the distribution on such Distribution Date.

(x) “**DTC**” means the Depository Trust Company and any successor organization.

(y) “**Estimated Amount**” means the estimated amount of a Disputed LT Claim, as determined by the Liquidating Trust Board, which shall either be the filed amount of the Claim or such amount as estimated by the Bankruptcy Court at the request of the Debtors or the Liquidating Trust pursuant to Bankruptcy Code section 502(c) or such other estimated amount determined in accordance with the Plan, including Article VIII.A.4. thereof.

(z) “**ETS Distributable Cash**” means (i) all Cash held by ETS [on the Effective Date] less (ii) the sum of (x) the amount of Cash paid on or promptly following the Effective Date in respect of Allowed Priority Claims against ETS that are Allowed as of the Effective Date and (y) the amount of Cash reserved for payment of (A) Allowed Priority Claims against ETS that are Allowed as of the Effective Date but that cannot be paid on or promptly following the Effective Date and (B) the Estimated Amount of Disputed Priority Claims against ETS as of the Effective Date.

(aa) “**ETS Distribution Ratio**” means the ratio that is equal to (i) the ETS Distributable Cash divided by (ii) the sum of (x) the Allowed amount of all ETS Unsecured Claims that are Allowed as of the Effective Date plus (y) an amount reserved in the discretion of the Liquidating Trust Board for all ETS Unsecured Claims that are Disputed Claims as of the Effective Date.

(bb) “**FDIC**” means the Federal Deposit Insurance Corporation or any successor institution.

(cc) “**FGIC**” means Financial Guaranty Insurance Corporation.

(dd) “**FHA**” means the Federal Housing Administration of the United States Department of Housing and Urban Development, or any successor thereto.

(ee) “**Fiscal Year**” means any fiscal year of the Liquidating Trust, as provided in Section 2.9 hereof.

(ff) “**Global Unit Certificate**” has the meaning assigned in Section 4.4(a).

(gg) “**GAAP**” means generally accepted accounting principles in the United States.

(hh) “**GMACM Debtors Unit Issuance Ratio**” means a ratio obtained by dividing (x) the number of Units in the GMACM Debtors Unit Distribution by (y) the sum of (I) the amount of the GMACM Unsecured Claims that are Allowed (other than Allowed ETS Unsecured Claims) plus (II) the Estimated Amount of the GMACM Unsecured Claims that are Disputed Claims, in each case as of the Initial Unit Distribution Record Date.

(ii) “**HUD**” means the United States Department of Housing and Urban Development, or any federal agency or official thereof which may from time to time succeed to

the functions thereof with regard to FHA Insurance. The term “HUD,” for purposes of this Agreement, is also deemed to include subdivisions thereof.

(jj) “**Initial Distribution Date**” means the date determined by the Liquidating Trust Board occurring as soon as reasonably practicable after the Initial Unit Distribution Date, but in no event more than five (5) Business Days after the Initial Unit Distribution Date, on which the Liquidating Trust makes, or causes to be made, the initial distribution of Distributable Cash to Unitholders (including the Disputed Claims Reserve).

(kk) “**Initial Nominating Party**” means a party entitled under Article VI.E. of the Plan to appoint a member of the Liquidating Trust Board, which parties specifically include (1) MBIA, (2) FGIC, (3) Paulson, (4) the RMBS Trustees that are members of the Creditors’ Committee, the Steering Committee Consenting Claimants and the Talcott Franklin Consenting Claimants, jointly, and (5) the holders of Private Securities Claims.

(ll) “**Initial Unit Distribution Date**” means the date determined by the Liquidating Trust Board occurring as soon as reasonably practicable after the entry by the Bankruptcy Court of the Reserve Order, but in no event prior to the Effective Date, on which the Liquidating Trust makes or causes to be made the initial distribution of Units to holders of Allowed Unsecured Claims entitled to receive Units hereunder as of the Initial Unit Distribution Record Date, the Private Securities Claims Trust and the RMBS Claims Trust.

(mm) “**Initial Unit Distribution Record Date**” means the Voting Deadline, which is the record date for determining the Liquidating Trust Unit Beneficiaries holding Allowed Claims that are entitled to receive a distribution of Units on the Initial Unit Distribution Date.

(nn) “**Initial Unit Estimation**” means the number of Units that would have been distributed to an Initial Nominating Party on the Initial Unit Distribution Date if it beneficially owned, on the Initial Unit Distribution Record Date, the same claims as the Initial Nominating Party beneficially owned on October 11, 2013.

(oo) “**Liquidating Trust**” has the meaning assigned in the Recitals.

(pp) “**Liquidating Trust Agents**” means the advisors, professionals and other agents, including any disbursement agent, of the Liquidating Trust appointed or engaged by the Liquidating Trust Board or by Liquidating Trust Management in accordance with the provisions of this Liquidating Trust Agreement.

(qq) “**Liquidating Trust Agreement**” has the meaning assigned in the Recitals.

(rr) “**Liquidating Trust Assets**” means all property held from time to time by the Liquidating Trust, including the Available Assets transferred to the Liquidating Trust on the Effective Date, and including all Cash held in the Disputed Claims Reserve, the Administrative Expenses Set Aside and the Administrative, Priority, Secured and Convenience Distribution Reserve, but not including the assets excluded from Available Assets pursuant to Section 2.5(a).

(ss) “**Liquidating Trust Beneficiaries**” means (i) the holders of Units and (ii) any holder of a Disputed LT Unsecured Claim that may in the future be entitled to receive a distribution of the Units from the Disputed Claims Reserve.

(tt) “**Liquidating Trust Board**” means the board consisting of the Liquidating Trustees appointed to administer and oversee the affairs of the Liquidating Trust, as provided in this Liquidating Trust Agreement.

(uu) “**Liquidating Trust Budget**” has the meaning assigned in Section 2.10(a).

(vv) “**Liquidating Trust Management**” has the meaning assigned in Section 7.7(a).

(ww) “**Liquidating Trust Manager**” means an officer having primary executive responsibility for the Liquidating Trust.

(xx) “**Liquidating Trust Website**” means an internet website maintained by the Liquidating Trust in accordance with this Liquidating Trust Agreement.

(yy) “**Majority Consent**” means the affirmative consent of a majority of the members constituting the whole Liquidating Trust Board, given at a meeting called for that purpose, or by a written consent in lieu of a meeting in accordance with this Liquidating Trust Agreement.

(zz) “**MERS**®” means the proprietary system of recording transfers of mortgages electronically, which was created and is maintained by Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of the State of Delaware.

(aaa) “**Nominating Party**” means an Initial Nominating Party and a Successor Nominating Party.

(bbb) “**Original Trust**” has the meaning assigned in the Recitals.

(ccc) “**Paulson**” means funds and accounts managed by Paulson & Co. Inc.

(ddd) “**Plan**” has the meaning assigned in the Recitals.

(eee) “**Plan Documents**” means, collectively, the Plan, the Confirmation Order and this Liquidating Trust Agreement.

(fff) “**Priority Distributions**” means the Cash distributions made by the Liquidating Trust, in its capacity as Disbursing Agent, to holders of Allowed Priority Claims.

(ggg) “**Private Securities Claims Trust**” means the trust established for the benefit of the holders of the Private Securities Claims, in accordance with the terms of the Plan.

(hhh) “**Pro Rata**” means, with respect to any Units, the fraction (which may be expressed as a percentage) obtained by dividing (x) such number of Units by (y) the total number of Units at the time outstanding, including the Units held in the Disputed Claims Reserve.

(iii) “**Qualified Purchaser**” means an entity that is the single purchaser in a Qualified Sale.

(jjj) “**Qualifying Sale**” means a Nominating Party’s transfer of Units to a single purchaser through one or more sale transactions in an amount equal to more than fifty percent (50%) of (x) the Initial Unit Estimation of the Nominating Party, in the case of a transfer by an Initial Nominating Party; or (y) the Initial Unit Estimation of the Initial Nominating Party that is the transferring Nominating Party’s direct or indirect predecessor in interest, in the case of a transfer by a Successor Nominating Party.

(kkk) “**ResCap Debtors Unit Issuance Ratio**” means a ratio obtained by dividing (x) the number of Units in the ResCap Debtors Unit Distribution by (y) the sum of (I) the amount of the ResCap Unsecured Claims that are Allowed plus (II) the Estimated Amount of the ResCap Unsecured Claims that are Disputed Claims, in each case as of the Initial Unit Distribution Record Date.

(lll) “**Reserve Order**” means the order establishing the Disputed Claim Reserve filed in accordance with Article VIII.D. of the Plan.

(mmm) “**RFC Debtors Unit Issuance Ratio**” means a ratio obtained by dividing (x) the number of Units in the RFC Debtors Unit Distribution by (y) the sum of (I) the amount of the RFC Unsecured Claims that are Allowed plus (II) the Estimated Amount of the RFC Unsecured Claims that are Disputed Claims, in each case as of the Initial Unit Distribution Record Date.

(nnn) “**Specified Liquidating Trustee**” has the meaning assigned in Section 6.2(d).

(ooo) “**Successor Nominating Party**” means a Qualified Purchaser that elects to succeed to an Initial Nominating Party’s or a Successor Nominating Party’s rights hereunder, as provided in Section 6.2(h).

(ppp) “**Supermajority Consent**” means the affirmative consent of at least four-fifths (4/5) of the members constituting the whole Liquidating Trust Board, given at a meeting called for that purpose or by written consent in lieu of a meeting in accordance with this Liquidating Trust Agreement; provided that, for purposes of the removal of a member of the Liquidating Trust Board in accordance with Section 6.2 hereof, Supermajority Consent means the affirmative consent of all of the members of the Liquidating Trust Board not including the Specified Liquidating Trustee; provided, further that in the event the Liquidating Trust Board is at any time comprised of less than five members, any act otherwise requiring Supermajority Consent shall require only Majority Consent.

(qqq) “**Supplementary Case Management Procedures**” means the Order Approving Debtors’ Motion Pursuant to 11 U.S.C. §§ 105(a) and (d), Bankruptcy Rules 1015(c), 2002(m), 7016, and 9007 and Local Bankruptcy Rule 2002-2 for Entry of an Order Approving (A) Supplement to Case Management Order Establishing Mandatory Procedures for Management of Adversary Proceedings Commenced by Borrowers and Former Borrowers and (B) Related Relief [Docket No. 3304], as amended by the Amended Order Approving Debtors’ Motion Pursuant to 11 U.S.C. §§ 105(a) and (d), Bankruptcy Rules 1015(c), 2002(m), 7016, and 9007 and Local Bankruptcy Rule 2002-2 for Entry of an Order Approving (A) Supplemental to Case Management Order Establishing Mandatory Procedures for Management of Adversary Proceedings Commenced by Borrowers and Former Borrowers and (B) Related Relief [Docket No. 3490].

(rrr) “**Tax Authority**” means a federal, state, local, or foreign government, or agency, instrumentality, or employee thereof, court or other body (if any) charged with the administration of any law relating to Taxes.

(sss) “**Tax Code**” means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

(ttt) “**Taxes**” means all (a) federal, state, local, or foreign taxes, including, without limitation, all net income, alternative minimum, net worth or gross receipts, capital, value added, franchise, profits, estimated, property, transfer and sales or use taxes, and (b) interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority or paid in connection with any item described in clause (a) hereof.

(uuu) “**Tax Return**” means a return, declaration, form, election, letter, report, statement, estimate, information return, or other information filed or required to be filed with respect to any Taxes, including any schedule or attachment thereto or amendment thereof, including any claim for a Tax refund.

(vvv) “**Trust Act**” means, the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq., as the same may from time to time be amended, or any successor statute.

(www) “**Trustee**” means any of the Liquidating Trustees and the Delaware Trustee.

(xxx) “**Unit Distribution Date**” means a date, as determined from time to time by the Liquidating Trust Board, on which Units shall be distributed from the Disputed Claims Reserve to holders of Disputed LT Unsecured Claims that have become Allowed in the period between the second preceding Unit Distribution Record Date (or in the case of the first Unit Distribution Date, from the Initial Unit Distribution Record Date) and the first preceding Unit Distribution Record Date.

(yyy) “**Unit Distribution Record Date**” means a date, as determined from time to time by the Liquidating Trust Board, for the determination of the holders of Disputed LT Unsecured Claims that have become Allowed since the preceding Unit Distribution Record Date (or in the case of the first Unit Distribution Date, from the Initial Unit Distribution Record

Date) to receive a distribution of Units from the Disputed Claims Reserve on the following Unit Distribution Date.

(zzz) “**Units**” means units of beneficial interest issued by the Liquidating Trust, which entitle the holders thereof to receive from the Liquidating Trust a Pro Rata share of Distributable Cash.

(aaaa) “**Unit Certificate**” has the meaning assigned in Section 4.4(b).

(bbbb) “**Unitholder**” means a holder of one or more Units, including the Disputed Claims Reserve.

(cccc) “**Unit Register**” has the meaning assigned in Section 4.4(b).

(dddd) “**VA**” means the United States Department of Veterans Affairs, or any successor thereto.

1.3 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate; words importing the singular number shall include the plural number and vice versa; and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code; the Bankruptcy Rules; or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Liquidating Trust Agreement, and the word “herein” and words of similar import refer to this Liquidating Trust Agreement as a whole and not to any particular Article, Section or subdivision of this Liquidating Trust Agreement. The term “including” shall mean “including, without limitation.”

## **ARTICLE II**

### **CREATION OF LIQUIDATING TRUST**

#### 2.1 Creation of Trust; Conversion.

(a) The Liquidating Trust shall be deemed to have been created effective as of the time of creation of the Original Trust. The Delaware Trustee has filed or shall file the Certificate of Conversion and the Certificate of Trust to reflect the conversion of the Original Trust to the Liquidating Trust.

(b) The Liquidating Trust shall bear the name “ResCap Liquidating Trust,” and the Liquidating Trust Board may, in connection with the exercise of its powers and duties hereunder, either use this name or such variation thereof as the Liquidating Trust Board may from time to time approve.

## 2.2 Purpose of Liquidating Trust.

(a) The Liquidating Trust is established for the purpose of liquidating and distributing the Liquidating Trust Assets in accordance with Treasury Regulations Section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, its liquidating purpose hereunder. The Liquidating Trust shall perform the obligations under the DOJ/AG Settlement, the Consent Order, and the Order of Assessment, other than Ocwen's rights and obligations under the Ocwen APA, in accordance with the terms of the Plan.

(b) This Liquidating Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Liquidating Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall any of the Trustees or the Unitholders, for any purpose be, or be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Unitholders to the Trustees shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Liquidating Trust Agreement.

(c) The Liquidating Trust, acting through the Liquidating Trust Board, the Liquidating Trust Management, and the Liquidating Trust Agents, shall wind down the affairs of, and dissolve the Debtors and their subsidiaries, including the Non-Debtor Subsidiaries, under applicable laws, notwithstanding any applicable consent requirements or other restrictions contained in any financing agreements or other debt documents to which any Debtor is or was a party; provided, that any Debtor required to hold Available Assets after the Effective Date pursuant to Section 2.5(b) shall not be dissolved and shall be authorized to take such actions at the direction of the Liquidating Trust as may be necessary to implement to provisions of the Plan with respect to such Available Assets. The Liquidating Trust shall pay all reasonable costs and expenses in connection with such dissolutions. The Liquidating Trust Board, the Liquidating Trust Management and the Liquidating Trust Agents shall not have any liability on account of the Liquidating Trust Board's use of its discretion to dissolve or not dissolve any of the Debtors or their subsidiaries; provided, however, this section shall not be interpreted to preclude the Liquidating Trust from asserting any malpractice, negligence or similar claims against the Liquidating Trust Agents for their actions or omissions with respect to corporate dissolutions.

## 2.3 Status of Liquidating Trust and the Liquidating Trust Board.

(a) Subject to the terms of the Confirmation Order, the Liquidating Trust shall be the successor-in-interest to the Debtors with respect to any Liquidating Trust Cause of Action (but not, for the avoidance of doubt, including any Causes of Action released under the Plan or Borrower-Related Causes of Action) that was or could have been commenced by any of the Debtors prior to the Effective Date and shall be deemed substituted for each such Debtor as the party in any such litigation.

(b) The Liquidating Trust, acting through Liquidating Trust Management under the supervision of the Liquidating Trust Board, will be the representative of the Estates as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code and shall have the rights and powers provided in the Bankruptcy Code in addition to any rights and powers granted in the Plan Documents, including but not limited to the right to object to Administrative Claims, Priority Claims, Other Priority Claims, Other Secured Claims, Junior Secured Note Claims, GMACM Unsecured Claims, ResCap Unsecured Claims, RFC Unsecured Claims and Professional Claims.

(c) All Liquidating Trust Causes of Action are preserved and retained and may be enforced by the Liquidating Trust pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

#### 2.4 Retention of Professionals.

(a) The Liquidating Trust shall have the right to retain such professionals as are necessary and proper to discharge its functions, from and after the Effective Date, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court.

(b) The Liquidating Trust Board shall adopt reasonable policies regarding the billing practices, hourly rates, discounts and required budget practices of professionals retained to provide services to the Liquidating Trust to ensure the Liquidating Trust receives cost-effective, efficient representation in the best interest of the Liquidating Trust's Unitholders.

(c) The Liquidating Trust shall not retain any professional who has a conflict of interest without a finding by the Liquidation Trust Manager, as affirmed by the Majority Consent of the Liquidating Trust Board, that: (i) the professional has unique knowledge or specialized skills that warrant retention of the conflicted professional, and (ii) even though such retention may require the retention of a second, unconflicted professional, the Liquidating Trust's interest would be affected adversely if the conflicted professional was not retained.

#### 2.5 Transfer of Available Assets.

(a) On the Effective Date, the Debtors shall transfer all of the Available Assets, in the form existing on such date, to the Liquidating Trust, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other persons and entities to the maximum extent contemplated by and permissible under section 1141 of the Bankruptcy Code. The Liquidating Trust shall have such incidents of ownership in the Available Assets as are necessary to undertake the actions and transactions authorized in the Plan Documents. The transfer of the Available Assets shall be exempt from any stamp, real estate transfer, mortgage recording, sales, use or other similar Tax pursuant to section 1146 of the Bankruptcy Code. Upon the transfer of Available Assets to the Liquidating Trust, such assets shall become Liquidating Trust Assets. For the avoidance of doubt, Available Assets shall include (i) the FHA mortgage loans and any related servicing advances, receivables, and

claims; (ii) the VA mortgage loans and any related servicing advances, receivables, and claims; (iii) any servicing advances, receivables, claims and real estate owned property relating to FHA or VA mortgage loans liquidated prior to the Effective Date; (iv) any licenses and approvals received or held by GMACM Mortgage, LLC from HUD, the FHA, and the VA; and (v) GMAC Mortgage, LLC and Residential Funding Company, LLC's membership interest and stock ownership in MERS<sup>®</sup>, including all related rights and interests. Available Assets shall not include any assets or rights excluded pursuant to Articles IV.G.2. and IV.G.3. of the Plan. In addition, if the Kessler Settlement Approval Orders shall have been entered, and after the Effective Date the Liquidating Trust discovers any additional insurance policies under which any of the Debtors are an insured and that provide coverage for the Debtors' liability to the Kessler Settlement Class, then the Liquidating Trust shall assign to the Kessler Settlement Class the insurance rights under such policies with respect to the liability of the Debtors to the Kessler Settlement Class, as provided in Article IV.G. of the Plan, and such insurance rights shall not constitute Liquidating Trust Assets.

(b) Notwithstanding the foregoing, if on the Effective Date, any of the Available Assets cannot be transferred to the Liquidating Trust for any reason, for example, because the Liquidating Trust has not yet established accounts for the purpose of holding Cash or because of a restriction on transferability under applicable non-bankruptcy law that is not superseded by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, the Debtors shall continue to hold such Liquidating Trust Assets, as bailee for the account of the Liquidating Trust, until such time as the Liquidating Trust informs the Debtors that the Liquidating Trust may receive such Available Assets, whereupon such assets shall be promptly transferred to the Liquidating Trust and become Liquidating Trust Assets; provided that the proceeds of the sale or other disposition of any such assets retained by the Debtors (or any successors thereto) shall nevertheless be deemed to constitute Available Assets, and to likewise be held by the Debtors as bailee, and be turned over as soon as practicable to the Liquidating Trust pursuant to this Liquidating Trust Agreement as if such transfer had not been restricted under applicable non-bankruptcy law. The Liquidating Trust may commence an action in the Bankruptcy Court to resolve any dispute regarding the allocation of the proceeds of any Available Assets retained by the Debtors (or any successors thereto) pursuant to the Plan Documents.

(c) On or prior to the Effective Date, the Debtors shall deliver or cause to be delivered to the Liquidating Trust any and all books and records that relate primarily to or that may be reasonably required in connection with the Available Assets, whether held by the Debtors, their agents, representatives, advisors, attorneys, accountants and any other professionals hired by the Debtors and provide access to such employees, agents, advisors, attorneys, accountants or any other Debtor professionals with knowledge of matters relevant to the Available Assets. Without limiting the foregoing, the Debtors shall deliver to the Liquidating Trust all records of the Debtors relating to Professional Claims and Accrued Professional Compensation through the Effective Date reasonably necessary for the payment of Professional Claims in accordance with Section 3.1.

(d) On or prior to the Effective Date, the Debtors shall deliver, or cause to be delivered, to the Liquidating Trust a complete list of all Allowed LT Claims and Disputed LT Claims, reflected on the claims registry as of the Effective Date, in the case of Allowed

Priority Claims, Allowed General Unsecured Convenience Claims and Disputed Priority Claims, and as of Initial Unit Distribution Record Date, in the case of Allowed Unsecured Claims and Disputed LT Unsecured Claims. The list shall include the names and addresses of the holders of such Claims and, in the case of Allowed LT Claims, the amounts thereof, and in the case of Disputed LT Claims, the amounts thereof as filed and the Estimated Amounts thereof. For the avoidance of doubt, such list may include the Senior Unsecured Notes Indenture Trustee with respect to the Claims of the Senior Unsecured Noteholders, until such time as it has distributed such Units to the Senior Unsecured Noteholders or the paying agent with respect to the Senior Unsecured Notes denominated in British pounds or Euros. It shall also state for Claims of the RMBS Trusts, whether such Claims are Recognized RMBS Claims. The list of Disputed LT Claims shall include the details of all objections (whether asserted or not) in respect of such the Claims. On or as soon as practicable following the Effective Date, the Debtors shall also deliver or cause to be delivered to the Liquidating Trust a list of all changes to the foregoing information regarding the Allowed Unsecured Claims and Disputed LT Unsecured Claims between the Initial Unit Distribution Record Date and the Effective Date.

(e) The Liquidating Trust, as successor in interest to the Estates, may (i) execute and deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed), and (ii) take, or cause to be taken, all such further action in order to evidence, vest, perfect or effectuate the transfer of all of the Available Assets to the Liquidating Trust and consummate transactions contemplated by and to otherwise carry out the intent of the Plan Documents. Any power of attorney or other grant or delegation of authority granted by any Debtor to a third party prior to the Effective Date shall continue in effect following the Effective Date until revoked or terminated in accordance with its terms, with the same effect as if such power of attorney or other grant or delegation of authority had been granted by the Liquidating Trust. In addition, the Liquidating Trust, as successor in interest to the Estates, shall be entitled to receive and collect all tax refunds to which the Debtors or the Estates would otherwise be entitled, and all such tax refunds shall be added to the Administrative Expenses Set Aside or made available for distribution as Distributable Cash, as determined by the Liquidating Trust Board.

2.6 Title to Liquidating Trust Assets. Subject to Section 2.5(a), upon the transfer of Available Assets, the Liquidating Trust shall succeed to all of the Debtors' right, title and interest in the Available Assets, and the Debtors will have no further rights or interest in or with respect to the Available Assets, the Liquidating Trust Assets or the Liquidating Trust.

2.7 Valuation. As soon as possible after the Effective Date, but in no event later than one hundred and twenty (120) days thereafter, the Liquidating Trust Board shall cause to be made, by the Liquidating Trust Management or, at the sole discretion of the Liquidating Trust Board, a third-party, a good faith valuation of the Liquidating Trust Assets (and related liabilities) as of the Effective Date. Such aggregate valuation shall be posted on the Liquidating Trust Website, and shall be in such detail and including such supporting information as determined by the Liquidating Trust Board, in reliance on its professionals, to be reasonably necessary or appropriate for the use and understanding thereof, and shall be used

consistently by all parties (including, without limitation, the Debtors, the Liquidating Trust and the Unitholders) for all federal, state and other income tax purposes.

2.8 No Reversion to Debtors; Distribution of Remaining Assets.

(a) In no event shall any part of the Liquidating Trust Assets revert to or be distributed to or for the benefit of any Debtor.

(b) To the extent that after satisfaction in full of all of the costs and expenses of the administration of the Liquidating Trust, after all Disputed LT Claims have been either Allowed or disallowed, after all Allowed LT Claims have been paid pursuant to the Plan Documents, after satisfaction of all other obligations or liabilities of the Liquidating Trust incurred or assumed in accordance with the Plan Documents, after the Liquidating Trust has made the maximum distribution of Distributable Cash in respect of the Units to the extent reasonably practicable, and after the affairs of the Liquidating Trust have been finally wound up and concluded in accordance with the provisions of Section 11.1 hereof and section 3808 of the Trust Act, there shall remain any Liquidating Trust Assets, the Liquidating Trust shall distribute such remaining Liquidating Trust Assets to an organization, selected by the Liquidating Trust Board, described in section 501(c)(3) of the Tax Code and exempt from U.S. federal income tax under section 501(a) of the Tax Code that is unrelated to the Debtors, the Liquidating Trust or any member of the Liquidating Trust Board.

2.9 Fiscal Year. Except for the first and last years of the Liquidating Trust, the Fiscal Year of the Liquidating Trust shall be the calendar year. For the first and last years of the Liquidating Trust, the Fiscal Year of the Liquidating Trust shall be such portion of the calendar year that the Liquidating Trust is in existence. The terms fiscal quarter, or similar references, as used in this Liquidating Trust Agreement, shall have a correlative meaning.

2.10 Liquidating Trust Budget.

(a) There shall be prepared a reasonably detailed annual plan and budget for the Liquidating Trust (any such plan and budget, as it may be amended from time to time in accordance with the terms hereof, the "Liquidating Trust Budget") for each Fiscal Year, except that the Liquidating Trust Budget for the first Fiscal Year, if less than six calendar months, may be combined with the Liquidating Trust Budget for the next succeeding Fiscal Year, and the Liquidating Trust Budget for the last Fiscal Year, if less than six calendar months, may be combined with the Liquidating Trust Budget for the immediate prior Fiscal Year. The Liquidating Trust Budget shall set forth (on an annual basis) in reasonable detail: (i) the anticipated material actions of Liquidating Trust Management in the administration of the Liquidating Trust, including the monetization of non-Cash Liquidating Trust Assets, (ii) the fees and expenses associated with the administration of the Liquidating Trust anticipated to be paid or incurred, and the funding of the Administrative Expenses Set Aside in respect thereof, and (iii) the anticipated distributions to holders of Allowed Priority Claims, holders of Allowed General Unsecured Convenience Claims, and to the Unitholders.

(b) The initial Liquidating Trust Budget is attached as Exhibit B to this Liquidating Trust Agreement. Except as otherwise approved by the Liquidating Trust Board,

the form of each Liquidating Trust Budget shall be substantially the same as the form of the initial Liquidating Trust Budget.

(c) Not less than thirty (30) days before the beginning of each Fiscal Year (other than the first Fiscal Year and other than the second Fiscal Year, if the initial Liquidating Trust Budget covers such Fiscal Year, and other than the last Fiscal Year, if the Liquidating Trust Budget for the next preceding Fiscal Year covers such Fiscal Year), the Liquidating Trust Management shall submit to the Liquidating Trust Board a proposed Liquidating Trust Budget for such Fiscal Year, together with a comparison to the Liquidating Trust Budget then in effect and an explanation of the differences between the two in reasonable detail. The Liquidating Trust Budget for such Fiscal Year shall not become effective until approved by Majority Consent of the Liquidating Trust Board, and until so approved, the Liquidating Trust Budget for the prior year shall constitute the Liquidating Trust Budget for the subsequent year on an interim basis.

(d) Amendments, if any, to the Liquidating Trust Budget shall not become effective unless and until approved by Majority Consent of the Liquidating Trust Board.

(e) Except as otherwise approved by Majority Consent of the Liquidating Trust Board, the amount expended in any Fiscal Year (or, if the initial or final Liquidating Trust Budget shall cover a combined period as provided above, in such combined period) on any item of expense set forth in the Liquidating Trust Budget shall not exceed by more than fifteen percent (15)% the budgeted amount therefor set forth in the Liquidating Trust Budget for the relevant Fiscal Year.

2.11 Insurance. The Liquidating Trust shall maintain customary insurance coverage, including any appropriate tail coverage, for the protection of the Trustees and Liquidating Trust Management (which coverage shall be primary to any other coverage potentially available to such persons) and may procure insurance coverage for such employees as the Liquidating Trust Board may determine in its discretion, and the cost thereof shall be reflected in the Liquidating Trust Budget.

2.12 Books and Records.

(a) The Liquidating Trust Board shall cause to be stored and maintained books and records for the period commencing on the date hereof through the termination of the Liquidating Trust, containing such information concerning the Liquidating Trust Assets, the conduct of the affairs of the Liquidating Trust and the Unitholders, in such detail and for such periods of time as may be necessary to enable the Liquidating Trust to make full and proper accounting in respect thereof and to comply with applicable provisions of law. Such books and records shall be maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting requirements of the Liquidating Trust.

(b) The Liquidating Trust shall have the responsibility of storing and maintaining books and records of the Debtors with respect to the Claims of the respective beneficiaries of the RMBS Claims Trust, the Borrower Claims Trust and Private Securities Claims Trust, and the Liquidating Trust shall enter into agreements or protocols with the

respective Plan Trusts with respect to access to such books and records, as provided in Article XIII.E. of the Plan.

(c) The Liquidating Trust shall be authorized without further application to the Bankruptcy Court or notice to any party, to abandon or otherwise destroy books and records (whether in electronic or paper format) in accordance with Section 11.3.

(d) Anything in the Trust Act to the contrary notwithstanding, no Unitholder shall have the right to obtain from the Liquidating Trust any of its books or records except as expressly provided in this Liquidating Trust Agreement or as may otherwise be expressly permitted by the Liquidating Trust Board.

2.13 No Interest or Accruals. Except as otherwise may be expressly provided in the Plan Documents, holders of Claims shall not be entitled to interest on the distributions provided for in this Liquidating Trust Agreement, regardless of whether such distributions are deliverable on or at any specified time after the Effective Date.

### **ARTICLE III**

#### **PRIORITY AND OTHER DISTRIBUTIONS AND RESERVES**

3.1 Professional Claims. The amount of Allowed Professional Claims owing to the Professionals, as approved by an order of the Bankruptcy Court, shall be paid in Cash to such Professionals by the Liquidating Trust, without interest or other earnings therefrom, when such Claims are Allowed by an order of the Bankruptcy Court.

#### 3.2 Borrower Claims Trust; NJ Carpenters Claims Distribution.

(a) On or as soon as practicable after the Effective Date, the Liquidating Trust, in its capacity as Disbursing Agent, if such distribution is not otherwise being made by the Debtors, shall fund the Borrower Claims Trust with (i) \$57.6 million in Cash, (x) less any amounts paid by the Debtors to or on behalf of the holders of Borrower Claims prior to the Effective Date pursuant to the Supplementary Case Management Procedures or any other order of the Bankruptcy Court, and (y) plus the amount of the Borrower Trust True-up, if any; and (ii) the amount of the administrative costs and expenses of the Borrower Claims Trust to be funded as of the Effective Date by the Liquidating Trust, if any.

(b) Subject to receipt of the NJ Carpenters Approval, within ten (10) business days of the Effective Date, the Liquidating Trust, if such distribution is not otherwise being made by the Debtors, shall make the NJ Carpenters Claims Distribution.

3.3 Allowed Priority Claims. On or as soon as practicable after the Effective Date, the Liquidating Trust, in its capacity as Disbursing Agent, if such distribution is not otherwise being made by the Debtors, shall pay to the holders of the Allowed Priority Claims (or, in the case of Allowed Junior Secured Notes Claims, to the Junior Secured Notes Indenture Trustee) as of the Effective Date the amounts owed in respect of such Claims. The Liquidating Trust, in its capacity as Disbursing Agent, shall from time to time pay the holders of Allowed Priority Claims that become Allowed after the Effective Date as soon as practicable after such

Claims become Allowed, but in no event less frequently than on a quarterly basis to the extent of any Allowed Priority Claims that have not been previously satisfied. Such Claims shall be satisfied out of the Administrative, Priority, Secured and Convenience Distribution Reserve, or if the funds in such reserve are insufficient to satisfy the Allowed Priority Claims, from other Cash of the Liquidating Trust and allowance therefor shall be made prior to the distribution of Distributable Cash to Unitholders.

3.4 Allowed General Unsecured Convenience Claims. The Liquidating Trust, in its capacity as Disbursing Agent, if such distribution is not otherwise being made by the Debtors, shall from time to time, as determined by the Liquidating Trust Board, pay the holders of General Unsecured Convenience Claims that are Allowed as of the Effective Date or become Allowed thereafter, but in no event less frequently than on a quarterly basis to the extent of any Allowed General Unsecured Convenience Claims that have not been previously satisfied, the Cash amounts payable to such holders under the terms of the Plan. Such Claims shall be satisfied out of the Administrative, Priority, Secured and Convenience Distribution Reserve, or if the funds in such reserve are insufficient to satisfy the Allowed General Unsecured Convenience Claims, from other Cash of the Liquidating Trust and allowance therefor shall be made prior to the distribution of Distributable Cash to Unitholders.

3.5 ETS Unsecured Claims.

(a) On or as soon as practicable after the Effective Date, the Liquidating Trust, in its capacity as Disbursing Agent, if such distribution is not otherwise being made by the Debtors, shall pay to each holder of an Allowed ETS Unsecured Claim as of the Effective Date an amount equal to the Allowed amount of such Claim multiplied by the ETS Distribution Ratio.

(b) Subject to the last sentence of this subsection (b), if and to the extent that an ETS Unsecured Claim becomes Allowed following the Effective Date, the Liquidating Trust in its capacity as Disbursing Agent, shall thereafter pay to the holder thereof an amount equal to the Allowed amount of such Claim multiplied by the ETS Distribution Ratio. The Liquidating Trust shall make such payments periodically following the time that such ETS Unsecured Claims become Allowed, at such time as determined by the Liquidating Trust Board, but such payments shall be made no less frequently than quarterly. In no event, however, shall the amount paid in respect of all ETS Unsecured Claims, in the aggregate, exceed the amount of the ETS Distributable Cash.

(c) The Liquidating Trust shall reserve Cash for the payment of ETS Unsecured Claims that are Allowed as of the Effective Date but are not paid on or promptly following the Effective Date, or that are Disputed Claims as of the Effective Date, in the amount of (i) ETS Distributable Cash less (ii) the amount of Cash distributed to holders of Allowed ETS Unsecured Claims on or promptly following the Effective Date. Such Cash shall be paid out of the Administrative Expenses Set Aside.

(d) After all Disputed Priority Claims against ETS and all ETS Unsecured Claims that were Disputed Claims as of the Effective Date have been resolved, and all Allowed Priority Claims against ETS and all Allowed ETS Unsecured Claims have been satisfied, there

shall be distributed to the holders of Allowed ETS Unsecured Claims (i) any Cash remaining in the Administrative, Priority, Secured and Convenience Distribution Reserve in respect of Disputed Priority Claims against ETS that are disallowed and (ii) any Cash remaining in the Administrative Expenses Set Aside held in accordance with subsection (c) above. Such Cash shall be distributed to the holders of Allowed ETS Unsecured Claims pro rata in accordance with the Allowed amounts of the Allowed ETS Unsecured Claims held by each of them.

3.6 Administrative, Priority, Secured and Convenience Distribution Reserve.

(a) On the Effective Date, the Liquidating Trust, in its capacity as Disbursing Agent, shall establish an Administrative, Priority, Secured and Convenience Distribution Reserve for the purpose of satisfying Allowed Priority Claims and General Unsecured Convenience Claims that are Allowed as of the Effective Date but that cannot be paid on or promptly following the Effective Date, Disputed Priority Claims that may become Allowed after the Effective Date, and General Unsecured Convenience Claims that are Allowed or that may become Allowed on or after the Effective Date. At its discretion, the Liquidating Trust Board may reserve non-Cash assets in satisfaction of the aforesaid reserve requirements as provided for in the Board Protocols; provided, however, that in connection with any such reservation of non-Cash assets, the Liquidating Trust Board shall give due consideration to the timing and amount of scheduled and anticipated payments and both the fair market value and the timing of monetization of such non-Cash assets, so as to enable the Liquidating Trust to pay its obligations as they become due.

(b) Subject to Section 3.6(a), on the Effective Date, the Liquidating Trust shall deposit into the Administrative, Priority, Secured and Convenience Distribution Reserve, an amount in Cash equal to (x) the amount of all Allowed Priority Claims that are Allowed as of the Effective Date and are not paid in accordance with Section 3.3, and the Estimated Amount of all Disputed Priority Claims as of the Effective Date, and (y) the amount of all General Unsecured Convenience Claims that are Allowed as of the Effective Date and the Estimated Amount of all General Unsecured Convenience Claims that are disputed as of the Effective Date.

(c) All Cash held in the Administrative, Priority, Secured and Convenience Distribution Reserve shall be maintained with a United States FDIC insured financial institution, and may be maintained in an interest-bearing account, as the Liquidating Trust Board may from time to time determine. The Cash in the Administrative, Priority, Secured and Convenience Distribution Reserve shall be held separately and shall not be commingled with any other Cash constituting Liquidating Trust Assets.

(d) After all Disputed Priority Claims and all General Unsecured Convenience Claims that were Disputed Claims as of the Effective Date have been resolved and all Allowed Priority Claims and General Unsecured Convenience Claims that are Allowed have been satisfied, and at such time there is Cash remaining in the Administrative, Priority, Secured and Convenience Distribution Reserve, then such remaining Cash shall be unreserved and unrestricted, and may be added to the Administrative Expenses Set Aside or made available for distribution as Distributable Cash to the Unitholders, as determined by the Liquidating Trust Board.

(e) If the Liquidating Trust Board at any time shall determine that Cash in the Administrative, Priority, Secured and Convenience Distribution Reserve is insufficient to satisfy all Disputed Priority Claims and all General Unsecured Convenience Claims that have or may become Allowed after the Effective Date, Cash shall be added to the Administrative, Priority, Secured and Convenience Distribution Reserve in such amount as the Liquidating Trust Board shall determine is necessary to provide for such satisfaction as such Claims become due. If the Liquidating Trust Board at any time shall determine that it is not necessary to hold in the Administrative, Priority, Secured and Convenience Distribution Reserve all of the Cash contained therein in order to satisfy all of Disputed Priority Claims and all General Unsecured Convenience Claims that have or may become Allowed, Cash may be released from the Administrative, Priority, Secured and Convenience Distribution Reserve in such amount as the Liquidating Trust Board determines is not necessary for such purposes. Such released Cash shall be unreserved and unrestricted, and may be added to the Administrative Expenses Set Aside or made available for distribution as Distributable Cash to the Unitholders, as determined by the Liquidating Trust Board.

3.7 Minimum Distributions; Other Limitations. Other than with respect to Allowed General Unsecured Convenience Claims and Allowed ETS Unsecured Claims, no Cash payment of less than \$50 shall be made by the Liquidating Trust, as Disbursing Agent, to a holder of an Allowed Claim on account of such Allowed Claim. If a holder of an Allowed Claim would be entitled to receive less than \$50 as of the time of a particular distribution, but would be entitled to receive more than \$50 in combination with later distributions, the Liquidating Trust, as Disbursing Agent, will combine such distributions with later distributions to such holder of an Allowed Claim so that such holder may eventually be entitled to a distribution of at least \$50 in value. Whenever any payment of Cash of a fraction of a dollar would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

#### **ARTICLE IV** **ISSUANCE OF UNITS**

4.1 Number of Units. Subject to increase in order to satisfy any applicable legal or regulatory requirement, the aggregate number of Units that the Liquidating Trust shall be authorized to issue is one hundred million (100,000,000).

4.2 Unit Issuance Percentages. If the adjustment to the Unit Issuance Percentages has not theretofore been made and communicated to the Liquidating Trust, then following the later of the Effective Date and the entry of the Reserve Order, the Liquidating Trust shall cause the adjustment to the Unit Issuance Percentages provided for in Article IV.J. of the Plan to be calculated. Based on the adjusted Unit Issuance Percentages, the Liquidating Trust shall cause to be calculated the GMACM Debtors Unit Distribution and the GMACM Debtors Unit Issuance Ratio; the ResCap Debtors Unit Distribution and the ResCap Debtors Unit Issuance Ratio; the RFC Debtors Unit Distribution and the RFC Debtors Unit Issuance Ratio; and the Private Securities Claims Trust Unit Distribution.

4.3 Issuance and Distribution of Units.

(a) All Units issued in accordance with the provisions of this Article IV to the Private Securities Claim Trust shall be in full and final satisfaction of all Private Securities Claims; all Units so issued to the RMBS Claims Trust shall be in full and final satisfaction of all RMBS Trust Claims; and all Units issued or distributed to holders of Allowed Unsecured Claims entitled to receive Units hereunder, including Units issued but held in accordance with the provisions of Section 4.5(b) or withheld in accordance with the provisions of Section 4.5(c), shall be in full and final satisfaction of such Allowed Unsecured Claims.

(b) On the Initial Unit Distribution Date, there shall be issued—

(i) to the Private Securities Claims Trust, the Private Securities Claims Trust Unit Distribution;

(ii) to each holder of one or more Allowed ResCap Unsecured Claims as of the Initial Unit Distribution Record Date, a number of Units equal to (x) the Allowed amount of such Claims, multiplied by (y) the ResCap Debtors Unit Issuance Ratio;

(iii) to each holder of one or more Allowed GMACM Unsecured Claims (other than the RMBS Trusts and holders of Allowed ETS Unsecured Claims) as of the Initial Unit Distribution Record Date, a number of Units equal to (x) the Allowed amount of such Claims, multiplied by (y) the GMACM Debtors Unit Issuance Ratio;

(iv) to each holder of one or more Allowed RFC Unsecured Claims (other than the RMBS Trusts) as of the Initial Unit Distribution Record Date, a number of Units equal to (x) the Allowed amount of such Claims, multiplied by (y) the RFC Debtors Unit Issuance Ratio;

(v) to the Disputed Claims Reserve, the Disputed Claims Reserve Units; and

(vi) to the RMBS Claims Trust, a number of Units equal to the number of Units that would otherwise be issuable to the RMBS Trusts but for the provisos in clauses (iii) and (iv) of this Section 4.3(b);

provided that, in accordance with the terms of the Plan, (x) five and seven-tenths percent (5.7%) of the Units that would otherwise be issuable to the RMBS Claims Trust shall be issued to counsel for the Institutional Investors in satisfaction of the Allowed Fee Claim; and (y) all Units otherwise issuable to the Senior Unsecured Noteholders shall be issued to the Senior Unsecured Notes Indenture Trustee, for distribution by the Senior Unsecured Notes Indenture Trustee in accordance with Article VII.G. of the Plan.

(c) Each holder of one or more Disputed LT Unsecured Claims that was not Allowed, in whole or in part, as of the Initial Unit Distribution Record Date and that are subsequently Allowed, in whole or in part, shall be issued from the Disputed Claims Reserve on the Unit Distribution Date next following the date that the Claim becomes Allowed, or if such date occurs in the period between a Unit Distribution Record Date and the corresponding Unit Distribution Date, on the next following Unit Distribution Date, a number of Units equal to—

(i) with respect to a ResCap Debtors Unsecured Claim, (x) the amount of the portion of such Claim that is Allowed multiplied by (y) the ResCap Debtors Unit Issuance Ratio;

(ii) with respect to a GMACM Debtors Unsecured Claim, (x) the amount of the portion of such Claim that is Allowed multiplied by (y) the GMACM Debtors Unit Issuance Ratio; and

(iii) with respect to a RFC Debtors Unsecured Claim, (x) the amount of the portion of such Claim that is Allowed multiplied by (y) the RFC Debtors Unit Issuance Ratio;

as applicable, together with Cash as provided in Section 5.4(b).

(d) No fractional Units will be issued or distributed. Instead, the number of Units shall be rounded up or down as follows: (i) fractions less than one-half (1/2) shall be rounded to the next lower whole number and (ii) fractions equal to or greater than one-half (1/2) shall be rounded to the next higher whole number. For the purposes of determining the number of Units to which a holder of Allowed Unsecured Claims is entitled, all Allowed Unsecured Claims of such holder shall be aggregated. The total amount of Units to be distributed pursuant to this Liquidating Trust Agreement shall be adjusted as necessary to account for such rounding. No consideration shall be provided in lieu of fractional Units that are rounded down.

(e) The issuance or distribution of Units in accordance with this Section 4.3 shall be subject to the provisions of Section 4.5(b).

#### 4.4 Evidence of Units.

(a) Except as otherwise provided in this Liquidating Trust Agreement, Units will be issued in the form of a global Unit certificate (the "Global Unit Certificate") only, registered in the name of DTC or its nominee (or the successor of either of them), and interests in the Global Unit Certificate will be held only through participants (including securities brokers and dealers, banks, trust companies, clearing corporations and other financial organizations) of DTC, as depository. The Global Unit Certificate shall bear such legend as may be required by DTC. The aggregate number of Units issued may from time to time be increased, if required by any legal or regulatory requirements, by adjustments made on the records of the Liquidating Trust and a corresponding increase in the number of Units evidenced by such Global Unit Certificate (as shall be specified in the schedule included as part of the Global Unit Certificate or the issuance of further Global Unit Certificates in respect of such additional Units). Units will not be issued in definitive form, except in the limited circumstances described in Section 4.4(b). For so long as DTC serves as depository for the Units, administrators of the Liquidating Trust may rely on the information and records of DTC to make distributions and send communications to the holders of Units and, in so doing, any persons participating in the management of the Liquidating Trust, including the Liquidating Trust Board and the Liquidating Trust Management, shall be fully protected and incur no

liability to any holder of Units, any transferee (or purported transferee) of Units, or any other person or entity.

(b) If DTC is unwilling or unable to act, or to continue to act, as a depository for the Units, the Liquidating Trust shall issue Units in the form of certificates (“Unit Certificates”), or, if one or more Global Unit Certificates representing the Units has previously been issued, exchange the Units represented by Global Unit Certificate(s) for Unit Certificates. In such event, the Liquidating Trust shall maintain or cause to be maintained a Unit register (the “Unit Register”) on which the ownership of each Unit Certificate shall be recorded, and on which the transfer of such Unit Certificates shall be reflected. The Liquidating Trust shall be entitled to treat the Person in whose name a Unit Certificate is registered on such Unit Register as the owner of such Unit Certificate and the Units represented thereby for all purposes, including the right to receive distributions of Distributable Cash in respect thereof. The Liquidating Trust shall also in such event establish or cause to be established customary procedures for the transfer and exchange of Unit Certificates and the replacement of lost, stolen or mutilated Unit Certificates.

#### 4.5 Manner of Distribution of Units.

(a) Except in the circumstances described in Section 4.4(b), in order to receive their Units, holders of Allowed Unsecured Claims entitled to receive Units (other than (i) the holders of RMBS Trust Claims, whose Units will be issued to the RMBS Claims Trust and (ii) Senior Unsecured Noteholders, whose Units will be issued to the Senior Unsecured Notes Indenture Trustee) must designate a direct or indirect participant in DTC with whom such holder has a securities account and take such other ministerial actions as Liquidating Trust Management shall from time to time reasonably require by written communication to such holders, in the form of Exhibit C or otherwise. The Liquidating Trust shall communicate with the Private Securities Claims Trust, the RMBS Claims Trust and with the Senior Unsecured Notes Indenture Trustee to obtain from them account information for the respective DTC participants through which the Units distributed to them will be held.

(b) If and for so long as a holder of an Allowed Unsecured Claim (other than (i) the holders of RMBS Trust Claims, whose Units will be issued to the RMBS Claims Trust and (ii) Senior Unsecured Noteholders, whose Units will be issued to the Senior Unsecured Notes Indenture Trustee) does not designate a direct or indirect participant in DTC and take such other actions required by Section 4.5(a), the Liquidating Trust shall, except as otherwise provided by Section 4.5(c), hold the Units such holder is otherwise entitled to receive, together with any Cash distributed in respect of such Units, until such time as such holder complies with the requirements of Section 4.5(a). At any time following the date on which the Liquidating Trust determines, in its sole discretion, that a holder of an Allowed Unsecured Claim complies in full with the requirements of Section 4.5(a), but in any event, as soon as practicable following the beginning of the [fiscal quarter] next following such date, the Liquidating Trust shall distribute to such holder the Units and any distributions thereon to which such holder is entitled. Any Cash held by the Liquidating Trust on account of Units that remain undistributed pending compliance with the provisions of Section 4.5(a) as aforesaid shall be separately recorded by the Liquidating Trust.

(c) If a holder of an Allowed Unsecured Claim otherwise entitled to receive Units has not complied with the requirements of Section 4.5(a) or Section 5.6 prior to the final Distribution Date, then as of the date immediately before the final Distribution Date (i) the Units otherwise distributable to such holder shall be deemed cancelled and not outstanding, and (ii) the Cash distributed or distributable in respect of such Units shall be distributed pro rata to all holders of Units outstanding on the final Distribution Date. Notwithstanding the foregoing, if such holder is a beneficiary of the Private Securities Claims Trust whose Units were returned by the Private Securities Claims Trust to the Liquidating Trust, the Liquidating Trust shall hold such Units and any Cash distributed in respect thereof until such time as such beneficiary complies with the requirements of Section 4.5(a) hereof; provided that in the event such beneficiary has not complied with the requirements of Section 4.5(a) of this Liquidating Trust Agreement by the date that is ten (10) days before the final Distribution Date, (i) the Units otherwise distributable to such beneficiary shall be deemed cancelled and not outstanding, and (ii) the Cash distributed or distributable in respect of such Units shall be distributed pro rata (in accordance with the Private Securities Claims Allocation Agreement, dated as of August 16, 2013, a copy of which shall be provided by the trustee for the Private Securities Claims Trust) to the other original beneficiaries of the Private Securities Claims Trust, on the final Distribution Date.

(d) The Liquidating Trust shall also be authorized to withhold and retain Units otherwise issuable to holders of Allowed Unsecured Claims that are subject to tax withholding to the extent required by applicable Tax laws, and any Units so withheld shall be deemed issued in satisfaction of such Claims for all purposes of the Plan and this Liquidating Trust Agreement. The Liquidating Trust shall also be authorized to apply cash and other Liquidating Trust Assets allocable to amounts distributed in respect of any such retained Units to satisfy such Tax withholding obligations in accordance with Section 5.6.

(e) If the Private Securities Claims Trust shall distribute any Units to any of its beneficiaries, such beneficiaries shall be deemed Unitholders and Liquidating Trust Beneficiaries from and after the date of any such distribution.

#### 4.6 Transfers of Units; Absence of Market for Units.

(a) Units shall be freely negotiable and transferable to the extent provided herein and the provisions of applicable securities laws. For so long as DTC continues to serve as depository for the Units, the transferability of the Units shall also be subject to the requirements of DTC's electronic book-entry system.

(b) The Units shall not be listed by the Liquidating Trust on a national securities exchange or interdealer quotation system. Neither the Liquidating Trust nor anyone acting on its behalf shall, directly or indirectly, engage in any activity designed to facilitate or promote trading in the Units, including by placing advertisements, distributing marketing materials, or collecting or publishing information regarding prices at which the interests may be transferred; provided that no activity undertaken by the Liquidating Trust in compliance with the terms of the Plan Documents shall be deemed to facilitate or promote trading in the Units for these purposes.

4.7 Rights of Unitholders. Each Unitholder shall be entitled to participate in the rights and benefits due to it hereunder on account of its Units. Each Unitholder shall take and hold the same, subject to all the terms and conditions of the Plan Documents. The interest of a Unitholder is hereby declared and shall be, in all respects, personal property.

4.8 Interest Beneficial Only. Except as expressly provided hereunder (including Section 9.1(b), a Unitholder shall have no title to, right to, possession of, management of or control of the Liquidating Trust or the Liquidating Trust Assets. The ownership of Units in the Liquidating Trust shall not entitle any Unitholder to any title in or to the Liquidating Trust Assets or to any right to call for a partition or division of such assets or to require an accounting, except as may be specifically provided herein.

4.9 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to one or more Units, or a beneficial interest therein, the Liquidating Trust (as determined by the Liquidating Trust Board at its sole election, or by Liquidating Trust Management pursuant to delegated authority of the Liquidating Trust Board) shall be entitled to refuse to comply with any such conflicting claims or demands. In so refusing, the Liquidating Trust may elect to make no payment or distribution with respect to the Units at issue subject to the claims or demands involved, or any part thereof, and the Liquidating Trust shall be entitled to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive and continuing jurisdiction over resolution of such conflicting claims or demands. Neither the Liquidating Trust, the Liquidating Trust Board, the Liquidating Trust Management nor the Liquidating Trust Agents shall be or become liable to any party for either (i) the election to continue making distributions pursuant to its books and records and/or the books and records of DTC, as applicable, without regard to the conflicting claims or demands; or (ii) the election to cease payments or distributions with respect to the subject Unit or Units. In the event that the Liquidating Trust elects to cease payments, it shall be entitled to refuse to act until either (x) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court (or such other court of proper jurisdiction) or (y) all differences have been resolved by a written agreement among all of such parties and the Liquidating Trust, which agreement shall include a complete release of the Liquidating Trust, the Liquidating Trust Board and the Liquidating Trust Management in form and substance reasonably satisfactory to the Liquidating Trust Board (the occurrence of either (x) or (y), a “Dispute Resolution”).

4.10 Unitholder Liability to Third Persons. No Unitholder shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Liquidating Trust Assets or the affairs of the Liquidating Trust, to the fullest extent provided by section 3803(a) of the Trust Act.

4.11 Actions in the Right of the Liquidating Trust. No Unitholder or Unitholders shall have the right to bring an action in the right of the Liquidating Trust to recover a judgment pursuant to section 3816 of the Trust Act unless such Unitholder or Unitholders individually or collectively own [ten] percent ([10]%) or more of the outstanding Units.

**ARTICLE V**  
**CASH DISTRIBUTIONS TO UNITHOLDERS**

5.1 Distributions Generally.

(a) A Unit shall entitle the holder thereof to receive a Pro Rata share of the Distributable Cash distributed by the Liquidating Trust, when and as such distributions are made pursuant to this Liquidating Trust Agreement.

(b) On each Distribution Date, the Liquidating Trust (i) shall distribute to each Unitholder of record on the next preceding Distribution Record Date an amount equal to its respective Pro Rata share of the Distributable Cash to be distributed on such Distribution Date, and (ii) shall deposit into the Disputed Claims Reserve the Pro Rata share of such Distributable Cash allocable to the Units held in the Disputed Claims Reserve.

5.2 Timing of Distributions.

(a) The initial distribution of Distributable Cash to the Unitholders shall be made by the Liquidating Trust on the Initial Distribution Date.

(b) Subsequent Distribution Dates shall be determined by the Liquidating Trust Board from time to time, but such Distribution Dates shall occur no less frequently than semi-annually; provided, however, that the Liquidating Trust shall not be required to make a semi-annual distribution if the aggregate Distributable Cash at the time is such as would make the distribution impracticable, as determined by the Liquidating Trust Board, in which case such Cash will be included in the Distributable Cash on a subsequent Distribution Date.

(c) In the event that any distribution is required to be made under this Liquidating Trust Agreement on a date that is not a Business Day, then the making of such distribution may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

5.3 Distribution Record Date; Distributable Cash.

(a) In advance of each Distribution Date (other than the Initial Distribution Date), the Liquidating Trust Board shall establish a Distribution Record Date for purposes of determining the Unitholders entitled to receive a distribution of Distributable Cash on such Distribution Date, which Distribution Date shall be no less than fifteen (15) and no more than thirty (30) days prior to the corresponding Distribution Date.

(b) Except with respect to the Initial Distribution Date, the Liquidating Trust Board shall, in advance of the corresponding Distribution Record Date, make a determination of the Distributable Cash distributable on any Distribution Date, giving due regard for the Cash anticipated to be held by the Liquidating Trust as of such Distribution Date (not including Cash held in the Disputed Claims Reserve or any other reserve maintained by the Liquidating Trust or withheld in accordance with Section 4.5(b)), and the sufficiency of the Cash held in or that may be required to be added to the Administrative Expenses Set Aside or the Administrative, Priority, Secured and Convenience Distribution Reserve or that may be available to be released

from the Administrative Expenses Set Aside or the Administrative, Priority, Secured and Convenience Distribution Reserve as no longer necessary for the purposes thereof.

(c) Following its determination of the Distributable Cash to be distributed on any Distribution Date, but no later than five (5) Business Days in advance of the corresponding Distribution Record Date, unless otherwise determined by the Liquidating Trust Board for good reason shown, the Liquidating Trust shall issue a press release and post to the Liquidating Trust Website disclosure regarding the distribution on such Distribution Date, including the Distribution Record Date, the Distribution Date and the Distributable Cash to be distributed, in the aggregate and on a per Unit basis (and shall provide the RMBS Claims Trust Trustee with written notice of such disclosure).

(d) Subject to the treatment of the Units for the Senior Unsecured Noteholders as described in Article VII.G. of the Plan, the distribution on the Initial Distribution Date shall be made to holders of Units of record as of the Initial Unit Distribution Record Date. The amount of Distributable Cash to be distributed on the Initial Distribution Date shall be as determined by the Liquidating Trust Board and shall be publicly disclosed in the manner described in Section 5.3(c), as promptly as practicable following the Effective Date.

(e) For purposes of making any distribution of Distributable Cash, the term “of record” or any similar term means, if the Units are at the relevant time held through DTC, the determination of the beneficial holders of the Units entitled to receive such distribution in accordance with the practices and procedures of DTC and its direct and indirect participants; and if the Units at the relevant time are represented by Unit Certificates, the holders of the Units as reflected on the Unit Register.

#### 5.4 Distributions in Respect of Disputed LT Unsecured Claims.

(a) The Liquidating Trust shall resolve or cause to be resolved Disputed LT Unsecured Claims, as provided in Section 7.2.

(b) If a Disputed LT Unsecured Claim is Allowed, in whole or in part, there shall be released to the holder from the Disputed Claims Reserve, on the Unit Distribution Date next following the date that such Claim is Allowed, (i) a number of Units corresponding to such Claim, or the Allowed portion thereof, as the case may be, as provided in Section 4.3(c); and (ii) Cash in the amount of all distribution made to the Disputed Claims Reserve in respect of such Units since the Effective Date.

(c) Subject to Section 5.5(b), if a Disputed LT Unsecured Claim is disallowed, in whole or in part, then, on the Unit Distribution Date next following the date of the determination not to Allow such Claim, in whole or in part, there shall be released from the Disputed Claims Reserve (i) a number of Units equal to (x) the Estimated Amount of the Claim to the extent that it has been disallowed, multiplied by (y) (A) if such Disputed LT Unsecured Claim is a ResCap Unsecured Claim, the ResCap Debtors Unsecured Unit Issuance Ratio, (B) if such Disputed LT Unsecured Claim is a GMACM Unsecured Claim, the GMACM Debtors Unsecured Unit Issuance Ratio, or (C) if such Disputed LT Unsecured Claim is a RFC Debtors

Unsecured Claim, the RFC Debtors Unsecured Unit Issuance Ratio, as applicable, which Units shall be cancelled and retired; and (ii) Cash in the amount of all distributions made to the Disputed Claims Reserve in respect of such Units since the Effective Date which Cash shall become unreserved and unrestricted, and shall be added to the Administrative Expenses Set Aside or made available for distribution to Unitholders as Distributable Cash, as determined by the Liquidating Trust Board; provided that the Liquidating Trust Board, may in its sole discretion, retain such number of Units and such amount of Cash in the Disputed Claims Reserve that would otherwise have been cancelled, retired or made unreserved or unrestricted, as applicable, pursuant to this Section 5.4(c), if it determines that such Units and Cash may be necessary to satisfy Disputed LT Unsecured Claims that may become Allowed in the future.

(d) If any Units shall be cancelled and retired as provided in Section 5.4(c), then from and after the Unit Distribution Date on which such cancellation occurs, all determinations of Pro Rata share amounts shall be made excluding such Units.

(e) At such time as all Disputed LT Unsecured Claims have been resolved, any remaining Units in the Disputed Claims Reserve shall be cancelled and any remaining Cash in the Disputed Claims Reserve shall become unreserved and unrestricted, and shall be added to the Administrative Expenses Set Aside or shall be available for distribution to the Unitholders as Distributable Cash, as determined by the Liquidating Trust Board.

#### 5.5 Adjustments to Estimated Amounts.

(a) The Liquidating Trust Board from time to time may make immaterial technical adjustments, or seek an adjusted determination from the Bankruptcy Court of, the Estimated Amounts of the Disputed LT Unsecured Claims.

(b) If there shall be an increase in the Estimated Amounts of the Disputed LT Unsecured Claims in accordance with Section 5.5(a), no additional Units or Cash shall be added to the Disputed Claims Reserve. In such a case, however, the Liquidating Trust Board may determine to retain in the Disputed Claims Reserve such number of Units and such amount of Cash as would be necessary to satisfy the increase in Estimated Amounts, as provided in Section 5.4(c).

(c) If there shall be a decrease in the Estimated Amounts of the Disputed LT Unsecured Claims in accordance with Section 5.5(a), the Liquidating Trust Board may, but shall not be required to, determine to release from the Disputed Claims Reserve (i) a number of Units equal to the sum of (x) (A) the decrease in the Estimated Amounts of the Disputed LT Unsecured Claims attributable to ResCap Unsecured Claims, multiplied by (B) the ResCap Debtors Unsecured Unit Issuance Ratio, (y) (A) the decrease in the Estimated Amounts of the Disputed LT Unsecured Claims attributable to GMACM Unsecured Claims, multiplied by (B) the GMACM Debtors Unsecured Unit Issuance Ratio, and (z) (A) the decrease in the Estimated Amounts of the Disputed LT Unsecured Claims attributable to RFC Unsecured Claims, multiplied by (B) the RFC Debtors Unsecured Unit Issuance Ratio, which Units shall be cancelled and retired; and (ii) Cash in the amount of all distributions made to the Disputed Claims Reserve in respect of such Units since the Effective Date, which shall then be unreserved and unrestricted, and which may be added to the Administrative Expenses Set

Aside or be made available for distribution to Unitholders, in such amounts as determined by the Liquidating Trust Board; provided that the Liquidating Trust Board may, in its sole discretion, determine to retain such number of Units and such amount of Cash in the Disputed Claims Reserve that would otherwise have been cancelled, retired or made unreserved or unrestricted, as applicable, pursuant to this Section 5.5(c), if it determines that such Units and Cash may be necessary to satisfy Disputed LT Unsecured Claims that may become Allowed in the future.

5.6 Withholding and Reporting Requirements. The Liquidating Trust may withhold and pay to the appropriate Tax Authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Unitholders. All such amounts withheld and paid to the appropriate Tax Authority shall be treated as amounts distributed to such holders for all purposes of the Plan and this Liquidating Trust Agreement. To the extent an amount has been placed in escrow pending resolution of the need to withhold, and the Liquidating Trust determines that no withholding is required, such amounts shall be distributed to the Unitholders with respect to whom such amounts were previously withheld. The Liquidating Trust shall be authorized to collect such tax information from the Unitholders (including social security numbers or other tax identification information) as it in its sole discretion deems necessary to effectuate the Plan and this Liquidating Trust Agreement. To that end, within [ ] days of the Effective Date, the Liquidating Trust shall send to each Unitholder a written communication requesting that the Unitholder provide certain tax information and the specifics of their holdings to the extent the Liquidating Trust or such disbursing agent deems appropriate (including completing the appropriate Internal Revenue Service Form W-8 or Internal Revenue Service Form W-9, as applicable to each holder). The Liquidating Trust may refuse to make a distribution to any Unitholder that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that, upon the delivery of such information by a Unitholder, the Liquidating Trust shall make such distribution(s) to which the Unitholder is entitled, without interest; provided further that, if the holder fails to comply with such a request within one (1) year, (i) any pending distribution(s) allocated to such Unitholder shall be deemed an unclaimed distribution to be treated as the Liquidating Trust Board determines in its discretion; and (ii) the Liquidating Trust shall not be required to allocate any future distributions to such holder unless and until the holder provides the requested tax information; and provided further that, if the Liquidating Trust fails to withhold in respect of amounts received or distributable with respect to any such holder and the Liquidating Trust is later held liable for the amount of such non-allocated future distributions, such holder shall reimburse the Liquidating Trust for such liability including interest, penalties, fines and other additional amounts with respect thereto. Notwithstanding the foregoing, each Unitholder that receives a distribution under the Plan shall have the sole and exclusive responsibility for the payment of any Taxes imposed by any governmental unit, including income, withholding and other Taxes, on account of such distribution.

5.7 Disbursing Agent. The Liquidating Trust may engage one or more agents to make distributions, including distributions of Units. References in this Liquidating Trust Agreement to distributions by the Liquidating Trust shall include distributions made by a disbursing agent.

**ARTICLE VI**  
**BOARD OF TRUSTEES**

6.1 General. The affairs of the Liquidating Trust shall be managed by, or under the direction, of the Liquidating Trust Board, which shall have such powers and authority as are provided in this Article VI and as elsewhere set forth in this Liquidating Trust Agreement and in the Trust Act.

6.2 Membership.

(a) The Liquidating Trust Board shall consist of five (5) Liquidating Trustees. Each Liquidating Trustee shall be a natural person at least 18 years of age. Each Person appointed as a Liquidating Trustee shall be deemed a trustee under the Trust Act, with all privileges and immunities appurtenant thereto, and, as necessary or applicable, shall be deemed appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code. The initial Liquidating Trustees are set forth on the signature page to this Liquidating Trust Agreement. By execution hereof, each Liquidating Trustee accepts his or her trusteeship of the Liquidating Trust on the terms set forth herein.

(b) Each Liquidating Trustee shall hold office until the earlier of (i) the termination of the Liquidating Trust, (ii) the resignation, death or disability of such Liquidating Trustee or (iii) the removal of such Liquidating Trustee in accordance with this Liquidating Trust Agreement.

(c) Any Liquidating Trustee may resign upon thirty (30) days' prior written notice to the other members of the Liquidating Trust Board.

(d) Any Liquidating Trustee may be removed for Cause in accordance with the following procedures. For purposes of these procedures, references to the Liquidating Trust Board shall mean the members of the Liquidating Trust Board other than the Liquidating Trustee whose removal is being sought (the "Specified Liquidating Trustee").

(i) The Liquidating Trust Board shall give written notice to the Specified Liquidating Trustee and the Nominating Party that selected the Specified Liquidating Trustee (or any Successor Nominating Party that succeeded to that Nominating Party's rights hereunder), which notice shall describe in reasonable detail the actions or inactions on the basis of which the other members of the Liquidating Trust Board have determined that Cause exists for the removal of such Liquidating Trustee.

(ii) The Specified Liquidating Trustee shall have thirty (30) days from the date of his/her receipt of the notice from the Liquidating Trust Board to respond to the determination of the Liquidating Trust Board that Cause exists for removal and to cure such Cause, if a cure is possible. If the Specified Liquidating Trustee so requests, s/he shall be given the opportunity to appear in person before the Liquidating Trust Board to respond to the Liquidating Trust Board's determination.

(iii) Following such thirty (30) day period, whether or not the Specified Liquidating Trustee has made any response to the notice of the Liquidating Trust

Board, if the Cause forming the basis for removal has not been cured, the Liquidating Trust Board by unanimous consent of all Liquidating Trustees other than the Specified Liquidating Trustee may remove the Specified Liquidating Trustee from office.

(iv) If the Liquidating Trust Board does not vote to remove the Specified Liquidating Trustee within sixty (60) days from the date notice is first given to the Liquidating Trustee, the Liquidating Trust Board shall repeat these procedures if it determines thereafter to remove such Specified Liquidating Trustee.

(v) Notice of removal of a Liquidating Trustee shall promptly be posted to the Liquidating Trust Website.

(e) [RESERVED]

(f) In the event of a vacancy on the Liquidating Trust Board, whether as a result of the resignation, death, disability or removal of a Liquidating Trustee, the Nominating Party that had the right, pursuant to Section [\_\_\_] of the Plan, to select the Liquidating Trustee that has resigned, died, become disabled or has been removed, or the direct or indirect predecessor of such Liquidating Trustee, shall for a period of sixty (60) days have an exclusive right to appoint a replacement Liquidating Trustee. If the applicable Nominating Party fails to appoint a replacement Liquidating Trustee within sixty (60) days of such vacancy as aforesaid, or if there is no Nominating Party that at the time has such right of appointment, the remaining Liquidating Trustees shall, by Majority Consent, either (x) promptly appoint a replacement Liquidating Trustee or (y) determine to reduce the board size and thereby eliminate the vacancy; provided, however, that if there shall subsequently be a vacancy on the Liquidating Trust Board as a result of the resignation, death, disability or removal of the replacement Liquidating Trustee appointed by Majority Consent of the remaining Liquidating Trustees, the applicable Nominating Party shall once again have the right to appoint a replacement Liquidating Trustee, subject to the terms of Section 6.2 hereof; provided further that if the Liquidating Trustees shall have reduced the size of the Liquidating Trust Board following the failure of the applicable Nominating Party to appoint a replacement Liquidating Trustee as aforesaid, such Nominating Party shall thereafter have no further right of appointment. Notice of the appointment of any replacement Liquidating Trustee shall be posted to the Liquidating Trust Website as promptly as practicable after such appointment.

(g) The Liquidating Trust Board may act at any time, in its sole and exclusive discretion, to reduce the number of Liquidating Trustees to a number less than that required initially by Section 6.2(a); provided, however, that if at the time a Nominating Party shall have a right of appointment as provided in Section 6.2(f), the Liquidating Trust Board shall not reduce the number of Liquidating Trustees so as to eliminate that right of appointment without such Nominating Party's consent.

(h) Upon a Qualified Sale by a Nominating Party, the Qualified Purchaser shall, at its election by written notice from such Nominating Party and the Qualified Purchaser to the Liquidating Trust Board, succeed to rights of appointment of such Nominating Party under this Section 6.2; and thereafter the original Nominating Party shall cease to have any right of appointment hereunder; provided, however, that notwithstanding the foregoing, no

purchaser (even if such purchaser would otherwise qualify as a Qualified Purchaser) shall succeed to the right of appointment of the Initial Nominating Parties identified in clauses (4) and (5) of the definition thereof, and the right of appointment shall instead remain with such Initial Nominating Party.

(i) A Nominating Party shall cease to have any right of appointment under this Section 6.2 if at any time the Nominating Party holds an amount of Units that is less than twenty-five percent (25%) of (x) the Initial Unit Estimation of the Nominating Party, in the case of an Initial Nominating Party; or (y) the Initial Unit Estimation of the Initial Nominating Party that is the Nominating Party's direct or indirect predecessor in interest, in the case of a Successor Nominating Party; provided, however, that the foregoing shall not apply to the Initial Nominating Parties identified in clauses (4) and (5) of the definition thereof and such parties shall not cease to have their right of appointment for so long as such parties hold Units.

(j) A Nominating Party shall be required to provide evidence satisfactory to the Liquidating Trust Board of its ownership of Units, as from time to time may be requested by the Liquidating Trust Board. If a Qualified Purchaser elects to become a Successor Nominating Party as provided in Section 6.2(h), the respective transferring Nominating Party and the Qualified Purchaser shall provide to the Liquidating Trust Board such evidence as the Liquidating Trust Board may require to confirm that transfer of Units to the Qualified Purchaser by such Nominating Party constitutes a Qualifying Sale.

(k) No Nominating Party or its respective affiliates shall ever have the right to appoint more than one Liquidating Trustee to the Liquidating Trust Board.

(l) No person designated by a Successor Nominating Party shall serve as a Liquidating Trustee if the Liquidating Trust Board, acting by Supermajority Consent, shall affirmatively determine, and shall provide written notice to the Successor Nominating Party to the effect, that such person has conflicts such that such person will not act in the best interests of the Liquidating Trust and the Liquidating Trust Beneficiaries.

(m) Each Nominating Party shall be required to provide written notice to the Liquidating Trust of the person or entity such Nominating Party designates as its point of contact for all purposes hereunder, which notice shall contain contact information for such person or entity and may be updated by such Nominating Party from time to time in writing.

6.3 Compensation. The Liquidating Trust Board shall have the authority to fix by unanimous consent the compensation of the Liquidating Trustees, which may include their expenses, if any, of attendance at meetings of the Liquidating Trust Board or any committee thereof, which compensation shall be included in the Liquidating Trust Budget. Any changes in the compensation of the Liquidating Trustees following the Effective Date will be summarized by the Liquidating Trust on its website.

6.4 Authority.

(a) The Liquidating Trust Board shall be responsible for exercising the authority and performing the obligations of the Liquidating Trust expressly provided for in this

Liquidating Trust Agreement, otherwise giving effect to the intents and purposes of this Liquidating Trust Agreement, and exercising the rights of trustees under the Trust Act.

(b) Without limiting the generality of the preceding subsection, and in furtherance thereof, the Liquidating Trust Board shall be expressly authorized and empowered to undertake, acting as appropriate through the Liquidating Trust Management and Liquidating Trust Agents, the following actions on behalf of the Liquidating Trust, without the need for any additional approvals, authorization, or consents and without any further notice to or action, order or approval of the Bankruptcy Court; provided, that all such actions are undertaken in a manner consistent with the purposes of the Liquidating Trust:

(i) to hold, manage, dispose of, sell, convert to Cash, and distribute the Liquidating Trust Assets, including investigating, prosecuting and resolving the Liquidating Trust Causes of Action included therein;

(ii) to hold the Liquidating Trust Assets for the benefit of Liquidating Trust Beneficiaries and, in its capacity as a Disbursing Agent, the holders of Allowed Priority Claims and Allowed General Unsecured Convenience Claims, whether such beneficiaries' and holders' Claims are Allowed on or after the Effective Date;

(iii) to establish and administer the Administrative Expenses Set Aside;

(iv) to establish and administer the Disputed Claims Reserve;

(v) to establish and administer the Administrative, Priority, Secured and Convenience Distribution Reserve;

(vi) to establish and administer the DOJ/AG Settlement Reserve;

(vii) to appoint, engage, review, supervise, remove, replace and determine the compensation payable to Liquidating Trust Management and Liquidating Trust Agents;

(viii) to settle or otherwise resolve Disputed LT Claims in accordance with the terms of the Plan Documents;

(ix) to the extent consistent with the terms of the Plan, to investigate, prosecute, settle, liquidate, dispose of, and/or abandon the Liquidating Trust Assets, including rights, Avoidance Actions, other Liquidating Trust Causes of Action or litigation previously held by the Debtors or their Estates;

(x) to monitor and enforce the implementation of the Plan insofar as relating to the Liquidating Trust Assets;

(xi) to file all Tax Returns and regulatory forms, returns, reports and other documents and financial information required to be filed with respect to the Liquidating Trust, including filing Tax Returns as a grantor trust pursuant to Treasury Regulation section 1.671-4(a);

(xii) to reconcile, object to, and resolve Claims against the Debtors or the Liquidating Trust, and manage, control, prosecute and/or settle on behalf of the Estates or the Liquidating Trust objections to Claims;

(xiii) to fund the Borrower Claims Trust, make the NJ Carpenters Claims Distribution in Cash and pay amounts owed in respect of the Allowed ETS Unsecured Claims, in each case, in accordance with the Plan and this Liquidating Trust Agreement;

(xiv) to perform under the Cooperation Agreement;

(xv) to pay or reserve for payment in the Administrative, Priority, Secured and Convenience Distribution Reserve, amounts payable to satisfy the Allowed Priority Claims and Allowed General Unsecured Convenience Claims;

(xvi) to make distributions of Distributable Cash to Unitholders;

(xvii) to maintain and dispose of the books and records transferred to the Liquidating Trust, as provided in Section 2.12 and Section 11.3;

(xviii) to prepare and disseminate reports, as provided in Section 7.6;

(xix) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the Liquidating Trust and execute any documents or pleadings related to the liquidation of the Liquidating Trust Assets or other matters related to the Liquidating Trust;

(xx) to establish and maintain bank accounts and terminate such accounts;

(xxi) to set off amounts owed to the Debtors against distributions to Unitholders;

(xxii) to bring suits or defend itself against such suits, if any, in connection with any matter arising from or related to the Plan Documents that affects in any way the rights or obligations of the Liquidating Trust, the Liquidating Trust Beneficiaries or, in its capacity as a Disbursing Agent, the holders of Allowed Priority Claims and Allowed General Unsecured Convenience Claims (whether such Claims are Allowed as of the Effective Date or become Allowed at any subsequent time), in their capacities as such;

(xxiii) to obtain and maintain insurance coverage (including tail insurance) with respect to the liabilities and obligations of the Liquidating Trust Board and the Liquidating Trust Management, and, if so determined by the Liquidating Trust Board, such other insurance as the Liquidating Trust Board determines as appropriate for the circumstances from time to time;

(xxiv) to invest Liquidating Trust Assets (including any earnings thereon or proceeds therefrom) in the manner permitted to be made by a Liquidating Trust within

the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684; provided, however, that the Liquidating Trust Board shall only authorize investments that are temporary investments in short-term government securities, time deposits, certificates of deposit, bankers' acceptances, commercial paper and money market funds or similar temporary, liquid, short-term investments.

(xxv) to take all actions necessary and appropriate to minimize any adverse Tax consequences to the holders of Allowed Unsecured Claims; provided that such actions do not result in an adverse Tax consequence to the Liquidating Trust and are consistent with and are not contrary to the treatment of the Liquidating Trust as a "grantor trust" for United States federal income Tax purposes;

(xxvi) to remove and replace the Delaware Trustee;

(xxvii) to act as a signatory on behalf of the Debtors for all purposes, including those associated with the novation of contracts or other obligations arising out of the sale or other disposition of the Debtors' assets;

(xxviii) to take all actions necessary, and create any documents necessary, to wind up the affairs of the Debtors in accordance or consistent with the terms of the Plan;

(xxix) to take all necessary action and file all appropriate motions to obtain an order closing the Chapter 11 Cases;

(xxx) to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions, as determined by the Liquidating Trust Board to be necessary or appropriate to effectuate the terms of the Plan following the Effective Date; and

(xxxi) to take such other and further actions, including conversions, dissolutions, transfers, liquidations, or other corporate transactions, as determined by the Liquidating Trust Board to be necessary or appropriate, in furtherance of the purposes of the Plan Documents in respect of the Debtors and their Estates as are not inconsistent with this Liquidating Trust Agreement or the other Plan Documents.

(c) The Liquidating Trust Board shall comply with all applicable laws, shall act to maximize the distributions to Unitholders to the extent reasonably possible under the circumstances and in furtherance of the purposes of this Liquidating Trust.

#### 6.5 Action of the Liquidating Trust Board.

(a) Unless otherwise specified in this Liquidating Trust Agreement, the Liquidating Trust Board shall act by Majority Consent.

(b) Anything to the contrary in this Liquidating Trust Agreement notwithstanding, the following actions shall require the Supermajority Consent of the Liquidating Trust Board:

(i) the delegation to a committee of the Liquidating Trust Board or to any single Trustee, including the Chairman of the Liquidating Trust Board, of any rights or responsibilities of the Liquidating Trust Board, except as may otherwise be provided in the Board Protocol;

(ii) the approval of any material change or amendment to the Liquidating Trust Agreement, as provided in Section 12.11; and

(iii) any other action prescribed by the Liquidating Trust Board as requiring Supermajority Consent.

#### 6.6 Meetings.

(a) The Liquidating Trust Board shall hold regular meetings, at such time and at such place as shall from time to time be determined by the Liquidating Trustees. No notice of regular meetings need be given.

(b) Special meetings of the Liquidating Trust Board may be called by the Chairman of the Liquidating Trust Board, any two (2) Liquidating Trustees or the Liquidating Trust Manager.

(c) Written notice of the time and place of special meetings of the Liquidating Trust Board shall be given to each Liquidating Trustee by either personal delivery, facsimile or other means of electronic communication at least two (2) Business Days prior to such meeting. Notice of a meeting of the Liquidating Trust Board need not be given to any Liquidating Trustee who signs a waiver of notice either before or after the meeting. Attendance of a Liquidating Trustee at a meeting shall constitute a waiver of notice of such meeting, except when a Liquidating Trustee states, at the beginning of the meeting, any objection to the transaction of business because the meeting has not been convened or called in accordance with applicable law or this Liquidating Trust Agreement.

(d) A majority of the members constituting the whole Liquidating Trust Board shall constitute a quorum for the transaction of business at such meeting of the Liquidating Trust Board, but if less than a majority is present at a meeting, a majority of the Liquidating Trustees present may adjourn the meeting from time to time. When a meeting is adjourned to another time or place (whether or not a quorum is present), prompt notice shall be given of the adjourned meeting and the time and place thereof will be announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Liquidating Trustees may transact any business which might have been transacted at the original meeting.

(e) Meetings may be held in person within or without the State of Delaware, telephonically or electronically, and upon such notice as may be determined from time to time in accordance with the rules and procedures adopted by the Liquidating Trust Board, and any member of the Liquidating Trust Board who participates by such means shall be deemed to be

present for purposes of quorum under Section 6.6(d). Members of the Liquidating Trust Board may also act by written consent in lieu of a meeting, which consent may be less than unanimous, provided each of the Liquidating Trustees shall have received notice of the action to be taken by written consent in lieu of a meeting at least two (2) Business Days in advance of the effectiveness thereof. Any such written consents shall be filed with the minutes of the proceedings of the Liquidating Trust Board.

6.7 Chairman of the Liquidating Trust Board.

(a) The Liquidating Trust Board shall elect from among its members a Chairman of the Liquidating Trust Board. The Chairman of the Liquidating Trust Board may be removed and replaced as Chairman at any time by Majority Consent of the Liquidating Trust Board.

(b) The Chairman of the Liquidating Trust Board shall preside at all meetings of the Liquidating Trust Board at which he or she shall be present and shall exercise such other functions, authorities and duties as may be prescribed by the Liquidating Trust Board. If the Chairman of the Liquidating Trust Board is not present for a meeting, a Liquidating Trustee chosen by a majority of the members of the Liquidating Trust Board present, shall act as chairman at such meeting of the Liquidating Trust Board. The Chairman of the Liquidating Trust Board shall not be considered an officer of the Liquidating Trust solely by virtue of serving in such capacity.

6.8 Committees. The Liquidating Trust Board may designate one or more committees, each committee to consist of one or more Liquidating Trustees. Any such committee shall have and may exercise such powers as the Liquidating Trust Board may determine and specify in the resolution designating such committee in a manner not inconsistent with the other provisions of this Liquidating Trust Agreement. Each committee shall keep a record of proceedings and report the same to the Liquidating Trust Board to such extent and in such form as the Liquidating Trust Board may require. Unless otherwise provided in the resolution designating a committee, a majority of all the members of any such committee may select its Chairman, fix its rules of procedure, fix the time and place of its meetings and specify what notice of meetings, if any, shall be given.

6.9 Fiduciary Duty and Standard of Care.

(a) Each Liquidating Trustee's powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the Liquidating Trust and not otherwise, and in accordance with applicable law, including the Trust Act. No Liquidating Trustee alone shall have the authority to bind the Liquidating Trust, but shall for all purposes hereunder be acting in the capacity as a member of the Liquidating Trust Board or a committee thereof.

(b) Each Liquidating Trustee in the exercise of his or her duties hereunder shall act in accordance with principles of good faith and fair dealing.

**ARTICLE VII**  
**OPERATION OF THE LIQUIDATING TRUST**

7.1 Prohibited Activities.

(a) The Liquidating Trust Board, the Liquidating Trust Management and the Liquidating Trust Agents shall hold the Liquidating Trust out as a trust in the process of liquidation, whose activities are limited to the liquidation of the Liquidating Trust Assets on behalf, and for the benefit, of the Liquidating Trust Beneficiaries and, in the Liquidating Trust's capacity as Disbursing Agent, the holders of Allowed Priority Claims and Allowed General Unsecured Convenience Claims (whether such Claims are Allowed as of the Effective Date or become Allowed at any subsequent time) and the other purposes set forth in this Liquidating Trust Agreement. Without limiting the foregoing, the Liquidating Trust shall not hold itself out as an investment company, and no part of the Liquidating Trust Assets shall be caused by the Liquidating Trust Board to be used or disposed of in furtherance of any trade or business.

(b) The Liquidating Trust shall not engage in any investments or activities inconsistent with the treatment of the Liquidating Trust as a liquidation trust within the meaning of Treasury Regulations section 301.7701-4(d) or under applicable Internal Revenue Service guidelines, rulings or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684.

7.2 Resolution of Disputed LT Claims.

(a) The Liquidating Trust Board shall authorize the Liquidating Trust Management or one or more Liquidating Trust Agents to resolve, on behalf of the Liquidating Trust, all Disputed LT Claims without further Bankruptcy Court order. If the Liquidating Trust and the holder of a Disputed LT Claim are unable to reach a settlement on a Disputed LT Claim, or if the Liquidating Trust determines to disallow a Disputed LT Claim, such Disputed LT Claim shall be submitted to the Bankruptcy Court for resolution. If it is determined that the Bankruptcy Court does not have jurisdiction to resolve any Disputed LT Claim, then such Disputed LT Claim shall be submitted to the District Court for resolution. The Liquidating Trust shall file with the Bankruptcy Court a quarterly notice of Disputed LT Claims resolved and/or settled during the prior quarter following the end of each fiscal quarter, starting with the first complete fiscal quarter after the Effective Date.

(b) Disputed LT Unsecured Claims that become Allowed, in whole or in part, shall be satisfied exclusively out of the Disputed Claims Reserve, in the manner provided in Article IV and Article V, and in the order in which such Disputed LT Unsecured Claims are Allowed. In the event the Units, and the Cash distributed with respect thereto, remaining in the Disputed Claims Reserve shall be insufficient to satisfy all the Disputed LT Unsecured Claims that have become Allowed, in the manner such Claims would have been satisfied had such Disputed Claims been Allowed on the Initial Unit Distribution Record Date, and are due to be satisfied with distributions from the Disputed Claims Reserve on any Unit Distribution Date, such Disputed LT Unsecured Claims shall be satisfied Pro Rata in proportion to their respective Allowed Claim amounts. After all Units, and the Cash distributed with respect

thereto, have been distributed from the Disputed Claims Reserve, no further distributions shall be made in respect of Disputed LT Unsecured Claims.

(c) Disputed Priority Claims and General Unsecured Convenience Claims that become Allowed, in whole or in part, shall be satisfied exclusively out of the Administrative, Priority, Secured and Convenience Distribution Reserve, in the manner provided in Article III, and in the order in which such Disputed Priority Claims are Allowed.

### 7.3 Disputed Claims Reserve.

(a) On or as soon as practicable following the Effective Date, the Liquidating Trust shall establish the Disputed Claims Reserve, into which there shall be deposited the number of Units determined in accordance with Section 4.3(c). All Units and other assets in the Disputed Claims Reserve shall be the property of the Liquidating Trust and not of the holder of any Claim or any other person.

(b) All Cash held in the Disputed Claims Reserve shall be maintained with a United States FDIC insured financial institution, and may be maintained in an interest-bearing account, as the Liquidating Trust Board may from time to time determine. The Cash in the Disputed Claims Reserve shall be held separately and shall not be commingled with any other Cash constituting Liquidating Trust Assets. At its discretion, the Liquidating Trust Board may reserve non-Cash assets in the Disputed Claims Reserve in satisfaction of its obligation to maintain Cash in such reserve as provided for in the Board Protocols; provided, however, that in connection with any such reservation of non-Cash assets, due consideration shall be given to the timing and amount of scheduled and anticipated payments and both the fair market value and the timing of monetization of such non-Cash assets, so as to enable the Liquidating Trust to distribute Cash in respect of Units that are released from the Disputed Claims Reserve as such Cash distributions are due.

### 7.4 Administrative Expenses Set Aside.

(a) On the Effective Date, there shall be established an Administrative Expenses Set Aside for the purpose of maintaining Cash allocated and retained by the Liquidating Trust from time to time in an amount necessary (subject to the Liquidating Trust Budget) to satisfy reasonable costs and expenses of the Liquidating Trust and other obligations and liabilities incurred, assumed or reasonably anticipated by the Liquidating Trust (or to which the Liquidating Trust Assets are otherwise subject) in accordance with the Plan Documents, including without limitation (i) fees and costs incurred in connection with the protection, preservation, liquidation and distribution of the Liquidating Trust Assets; (ii) the fees and costs incurred in connection with investigating, prosecuting and resolving Disputed LT Claims, Avoidance Actions, and other Liquidating Trust Causes of Action; (iii) the fees and costs of maintaining the Disputed Claims Reserve, the Administrative Expenses Set Aside, and the Administrative, Priority, Secured and Convenience Distribution Reserve; (iv) the fees and costs of winding down of the Estates and the affairs of the Debtors; (v) reserves for any judgments, settlements or other Cash liabilities or potential liabilities that are or may be payable by the Liquidating Trust, as determined by the Liquidating Trust Board; (vi) the compensation of the Delaware Trustee, the Liquidating Trustees and the Liquidating Trust

Management, and the expenses that may be incurred by them in the performance of their duties hereunder; (vii) any Taxes imposed on the Liquidating Trust or in respect of the Liquidating Trust Assets or otherwise, including the Disputed Claims Reserve; (viii) the fees and expenses of the Liquidating Trust Agents, the fees of the United States Trustee and professional fees; (ix) any statutory fees not otherwise satisfied by the Debtors and (x) such other costs, fees and expenses as shall be provided for in the Liquidating Trust Budget and as may be incurred in carrying out the purposes and intents of this Liquidating Trust Agreement. The amount of Cash held in the Administrative Expenses Set Aside may be increased or released from time to time by or at the direction of the Liquidating Trust Board, as necessary or appropriate in furtherance of the purposes thereof, provided that in no event may the Liquidating Trust receive or retain cash or cash equivalents in excess of a reasonable amount to meet claims and contingent liabilities of the Liquidating Trust or to maintain the value of the Liquidating Trust Assets. Any Cash released from the Administrative Expenses Set Aside shall be available for distribution in accordance with the provisions of Article V.

(c) Except as determined by the Liquidating Trust Manager, the Administrative Expenses Set Aside shall not be required to be held separately and may be commingled with unrestricted funds of the Liquidating Trust. At its discretion, the Liquidating Trust Board may permit non-Cash assets to be applied to the Administrative Expenses Set Aside as provided for in the Board Protocols; provided, however that in connection with any such application, due consideration shall be given to the timing and amount of scheduled and anticipated payment obligations and both the fair market value and the timing of monetization of such non-Cash assets, so as to enable the Liquidating Trust to pay its obligations as they become due.

#### 7.5 DOJ/AG Settlement Reserve.

(a) On the Effective Date, there shall be established a reserve for the purpose of maintaining Cash allocated and retained by the Liquidating Trust from time to time in an amount necessary (subject to the Liquidating Trust Budget) to satisfy the Liquidating Trust's costs, fees and expenses of performing under the DOJ/AG Settlement; provided that the Liquidating Trust's liability for such costs shall not be limited nor be deemed to be limited to the funds available from the DOJ/AG Settlement Reserve.

(b) The amount of Cash held in the DOJ/AG Settlement Reserve may be increased or decreased from time to time by or at the direction of the Liquidating Trust Board, as necessary or appropriate in furtherance of the purposes thereof.

(c) After all of the Liquidating Trust's obligations under the DOJ/AG Settlement shall have been performed or satisfied, any amounts remaining in the DOJ/AG Settlement Reserve, if any, shall be unreserved and unrestricted, and shall be added to the Administrative Expenses Set Aside or made available for distribution as Distributable Cash, as determined by the Liquidating Trust Board.

#### 7.6 Reporting.

(a) The Liquidating Trust shall cause to be prepared, and shall post to the Liquidating Trust Website, financial reports on a quarterly and annual basis as provided in this Section 7.6(a). Unless otherwise required by applicable law, such reports need not be prepared in accordance with GAAP (and need not be prepared using the liquidation basis of accounting), but in any event shall fairly present the assets, liabilities, income and expenses of the Liquidating Trust for and as of the end of each reporting period. The financial reports shall be prepared on a consistent basis, except as may be disclosed in the notes to the financial statements. The financial reports shall include:

(i) Quarterly financial statements, which shall be prepared and posted no later than forty (40) days after the end of each of the first three (3) quarters of the Fiscal Year; and

(ii) Annual financial statements, which shall be prepared and posted no later than sixty (60) days after the end of each Fiscal Year.

(b) In addition to the financial reports required by Section 7.6(a), the Liquidating Trust shall cause to be prepared, and shall post to the Liquidating Trust Website, no later than forty (40) days after the end of each of the first three (3) quarters for the Fiscal Year and no later than sixty (60) days after the end of each Fiscal Year, reports containing the following information regarding the activity of the Liquidating Trust during the most recently completed fiscal quarter, and in the report prepared after the end of each Fiscal Year, the most recently completed quarter, the most recently completed Fiscal Year and since the Effective Date:

(i) the material Liquidating Trust Assets disposed of during the relevant period and the material Liquidating Trust Assets remaining as of the end of such period;

(ii) the Distributable Cash distributed during the relevant period, in the aggregate and on a per Unit basis;

(iii) Cash added to or withdrawn from the Administrative Expenses Set Aside during the relevant period, and Cash held in the Administrative Expenses Set Aside as of the end of such period;

(iv) Cash added to or withdrawn from the Administrative, Priority, Secured and Convenience Distribution Reserve during the relevant period, and Cash held in the Administrative, Priority, Secured and Convenience Distribution Reserve as of the end of such period;

(v) the amount of Disputed LT Claims resolved by the Liquidating Trust during the relevant period, including, separately, the amounts of the Claims that were Allowed, in whole or in part, including both the Estimated Amounts thereof and amounts in which such Claims were Allowed, and the Estimated Amounts of the Claims that were not Allowed, in whole or in part, the amounts of the Disputed LT Claims remaining to be resolved as of the end of such period;

(vi) the Units and Cash distributed to holders of Disputed LT Unsecured Claims that were Allowed, in whole or in part, during the relevant period, the number of Units in the Disputed Claim Reserve that were cancelled, and the Cash in respect thereof released from the Disputed Claims Reserve, during the relevant period, and the Units and Cash held in the Disputed Claims Reserve as of the end of such period; and

(vii) such other information as the Liquidating Trust Board may determine to include from time to time.

(c) The Liquidating Trust Board shall also cause to be timely prepared, filed and distributed such additional statements, reports and submissions (x) as may be necessary to cause the Liquidating Trust to be in compliance with applicable law, including, if required pursuant to the Securities Exchange Act of 1934, as amended, or to the extent otherwise necessary to allow the Units to be transferrable and tradable in accordance with applicable law or (y) as may be otherwise required from time to time by the Bankruptcy Court.

#### 7.7 Liquidating Trust Management.

(a) The officers of the Liquidating Trust shall consist of a Liquidating Trust Manager, a secretary and such other officers as the Liquidating Trust Board shall deem appropriate (all such officers being collectively referred to as the "Liquidating Trust Management").

(b) The officers of the Liquidating Trust shall be appointed by the Liquidating Trust Board and shall hold office until their successors are appointed and qualified or until their earlier death, resignation or removal from office. Any officer may resign at any time by communicating notice of such resignation to the Liquidating Trust Board. Any officer may be removed at any time by the Liquidating Trust Board with or without cause. The compensation of such officers shall be as determined by the Liquidating Trust Board. Such compensation shall be paid out of the Administrative Expenses Set Aside, and shall be consistent with the Liquidating Trust Budget.

(c) The Liquidating Trust Manager shall have the general executive responsibility for the conduct of the affairs of the Liquidating Trust, and shall have such other functions, authority and duties as customarily appertain to the office of the chief executive of a liquidation trust or as may be prescribed by the Liquidating Trust Board.

(d) The secretary of the Liquidating Trust shall keep a record of all proceedings of the Liquidating Trust Board and its committees, if any. The secretary shall have such other functions, authority and duties as customarily appertain to the office of secretary of a commercial entity or as may be prescribed by the Liquidating Trust Board.

(e) Any officer who is appointed from time to time by the Liquidating Trust Board and whose duties are not specified in this Liquidating Trust Agreement shall perform such duties and have such functions, authority and duties as may be prescribed by the Liquidating Trust Board.

7.8 Liquidating Trust Agents; Employees.

(a) The Liquidating Trust may employ such Liquidating Trust Agents, including counsel (which may be the same counsel employed by the Debtors, the Creditors' Committee or any member thereof), advisors (which may be the same advisors formerly employed by the Debtors, the Creditors' Committee or any member thereof (subject to Section 2.4)), administrators and other professionals, as deemed reasonably necessary or desirable by the Liquidating Trust Board to carry out the intents and purposes of the Liquidating Trust, without further order from the Bankruptcy Court. Liquidating Trust Agents shall be appointed, and their appointment may be terminated, by the Liquidating Trust Board or, if authority in respect thereof is delegated by the Liquidating Trust Board to the Liquidating Trust Manager, the Liquidating Trust Manager. Liquidating Trust Agents shall be compensated on such basis as approved by the Liquidating Trust Board and shall be paid without further motion, application, notice or other order of the Bankruptcy Court. The fees and expenses of Liquidating Trust Agents shall be satisfied out of the Administrative Expenses Set Aside, and shall be consistent with the Liquidating Trust Budget.

(b) The officers of the Liquidating Trust shall be authorized to hire such employees as such officers, or any of them deem appropriate, subject to such limitations, conditions and qualifications as may be imposed by the Liquidating Trust Board. The compensation of such employees, together with all related costs, fees and expenses, shall be paid out of the Administrative Expenses Set Aside, and shall be consistent with the Liquidating Trust Budget.

**ARTICLE VIII**  
**DELAWARE TRUSTEE**

8.1 Appointment. The Delaware Trustee shall act solely for the purpose of complying with the requirement of section 3807 of the Trust Act, and its powers and obligations hereunder shall become effective upon its execution of this Liquidating Trust Agreement.

8.2 Powers.

(a) The duties and responsibilities of the Delaware Trustee shall be limited solely to (i) accepting legal process served on the Liquidating Trust in the State of Delaware, (ii) the execution of any certificates required to be filed with the office of the Delaware Secretary of State that the Delaware Trustee is required to execute under section 3811 of the Trust Act (including without limitation the Certificate of Trust and the Certificate of Conversion), and (iii) any other duties specifically allocated to the Delaware Trustee in this Liquidating Trust Agreement. Except as provided in the foregoing sentence, the Delaware Trustee shall have no management responsibilities or owe any fiduciary duties to the Liquidating Trust, the Liquidating Trust Board, the Liquidating Trust Beneficiaries or any other distributee of the Liquidating Trust hereunder. The filing of the Certificate of Conversion and the Certificate of Trust with the Secretary of State of the State of Delaware as provided under the Trust Act is hereby ratified.

(b) By its execution hereof, the Delaware Trustee accepts the trusteeship of the Liquidating Trust on the terms set forth herein. Except as otherwise expressly set forth in Section 8.2(a), the Delaware Trustee shall not have any duty or liability with respect to the administration of the Liquidating Trust, the investment of the Liquidating Trust Assets or the distribution of the Liquidating Trust Assets to the Unitholders, and no such duties shall be implied. The Delaware Trustee shall not be liable for the acts or omissions of the Liquidating Trust Board or the Liquidating Trust Management, nor shall the Delaware Trustee be liable for supervising or monitoring the performance of the duties and obligations of the Liquidating Trust Board or the Liquidating Trust Management under this Liquidating Trust Agreement. The Delaware Trustee shall not be obligated to give any bond or other security for the performance of any of its duties hereunder. The Delaware Trustee shall not be personally liable under any circumstances, except for its own gross negligence, bad faith or willful misconduct. Without limiting the foregoing:

(i) the Delaware Trustee shall not be personally liable for any error of judgment made in good faith, except to the extent such error of judgment constitutes willful misconduct, bad faith or gross negligence;

(ii) the Delaware Trustee shall not have any duty or obligation to manage or deal with the Liquidating Trust Assets, or to otherwise take or refrain from taking any action under the Liquidating Trust Agreement except as expressly provided by the terms hereof, and no implied trustee duties or obligations shall be deemed to be imposed on the Delaware Trustee;

(iii) no provision of this Liquidating Trust Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder if the Delaware Trustee has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

(iv) the Delaware Trustee shall not be personally liable for the validity or sufficiency of this Liquidating Trust Agreement or for the due execution hereof by the other parties hereto;

(v) the Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect;

(vi) the Delaware Trustee may request the Liquidating Trust Board to provide a certificate with regard to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;

(vii) in the exercise of its duties hereunder, the Delaware Trustee (I) may act directly or through agents or attorneys pursuant to agreements entered into with any of them, and (II) may consult with nationally recognized counsel selected by it in good faith and with due care and employed by it, and it shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel; and

(viii) the Delaware Trustee acts solely as Delaware Trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Liquidating Trust Agreement shall look only to the Liquidating Trust Assets for payment or satisfaction thereof;

(ix) the Delaware Trustee shall not be personally liable for any representation, warranty, covenant, agreement, or indebtedness of the Liquidating Trust;

(x) the Delaware Trustee shall not incur liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. The Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Delaware Trustee may for all purposes hereof rely on a certificate, signed by an officer of the Liquidating Trust, as to such fact or matter, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon; and

(xi) the Delaware Trustee shall not be liable for punitive, exemplary, consequential, special or other damages for a breach of this Agreement under any circumstances.

8.3 Compensation. The Delaware Trustee shall be entitled to receive compensation out of the Administrative Expenses Set Aside for the services that the Delaware Trustee performs in accordance with this Liquidating Trust Agreement in accordance with such fee schedules as shall be agreed from time to time by the Delaware Trustee and the Liquidating Trust Board, and if so required by the Plan Documents or applicable law, as approved by the Bankruptcy Court. The Delaware Trustee may also consult with counsel (who may be counsel for the Liquidating Trust Board) with respect to those matters that relate to the Delaware Trustee's role as the Delaware Trustee of the Liquidating Trust, and the reasonable legal fees incurred in connection with such consultation shall be reimbursed out of the Administrative Expenses Set Aside.

8.4 Duration and Replacement. The Delaware Trustee shall serve for the duration of the Liquidating Trust or until the earlier of (i) the effective date of the Delaware Trustee's resignation, or (ii) the effective date of the removal of the Delaware Trustee. The Delaware Trustee may resign at any time by giving thirty (30) days' written notice to the Liquidating Trust Board; provided, however, that such resignation shall not be effective until such time as a successor Delaware Trustee has accepted appointment. The Delaware Trustee may be removed with the Majority Consent of the Liquidating Trust Board, by providing thirty (30) days' written notice to the Delaware Trustee; provided, however, that such removal shall not be effective until such time as a successor Delaware Trustee has accepted appointment. Upon the resignation or removal of the Delaware Trustee, the Liquidating Trust Board shall appoint a successor Delaware Trustee. If no successor Delaware Trustee shall have been appointed and shall have accepted such appointment within forty-five (45) days after the giving of such notice of resignation or removal, the Delaware Trustee may petition the Bankruptcy Court for the appointment of a successor Delaware Trustee. Any successor Delaware Trustee appointed pursuant to this Section shall be eligible to act in such capacity in accordance with this Liquidating Trust Agreement and, following compliance with this Section, shall become fully vested with the rights, powers, duties and obligations of its predecessor under this Liquidating Trust Agreement, with like effect as if originally named as Delaware Trustee. Any such successor Delaware Trustee shall notify the Delaware Trustee of its appointment by providing written notice to the Delaware Trustee and upon receipt of such notice, the Delaware Trustee shall be discharged of its duties herein. Any such successor Delaware Trustee shall also file an amendment to the Certificate of Trust as required by the Trust Act.

## **ARTICLE IX** **TAX MATTERS**

### 9.1 Tax Treatment.

(a) For all United States federal income tax purposes, all parties (including, without limitation, the Debtors, the Liquidating Trust Board and the Unitholders) shall treat the transfer of the Liquidating Trust Assets to the Liquidating Trust as:

(i) a transfer of the Liquidating Trust Assets (subject to any obligations relating to those assets) directly to Unitholders, other than Liquidating Trust Assets that will be distributed pursuant to Article III (with respect to which the Liquidating Trust shall be deemed to be acting in the capacity of a Disbursing Agent) or that are allocable to Disputed LT Unsecured Claims (which shall be treated as a transfer of such assets to the Disputed Claims Reserve based on the number of Units held in the Disputed Claims Reserve), followed by

(ii) the transfer by such Unitholders to the Liquidating Trust of such Liquidating Trust Assets in exchange for the Units.

(b) Accordingly, those holders of Allowed Unsecured Claims receiving Units, the Private Securities Claims Trust and the RMBS Claims Trust shall be treated for United States federal income tax purposes as the grantors and owners of their respective shares

of the Liquidating Trust Assets (other than Liquidating Trust Assets that will be distributed pursuant to Article III or that are allocable to Disputed LT Unsecured Claims). The foregoing treatment shall also apply, to the extent permitted by applicable law, for state and local income tax purposes.

## 9.2 Tax Reporting.

(a) The Liquidating Trust shall file Tax Returns treating the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with the Plan. The Liquidating Trust also shall annually send (or otherwise make available) to each holder of a beneficial interest in the Liquidating Trust a separate statement setting forth the holder's share of items of income, gain, loss, deduction, or credit and will instruct all such holders to report such items on their United States federal income tax returns or to forward the appropriate information to their respective beneficial holders with instructions to report such items on their United States federal income tax returns. The Liquidating Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any Governmental Unit or Tax Authority.

(b) Allocation of Liquidating Trust taxable income and loss among the Unitholders shall be made Pro Rata (including Units held in the Disputed Claims Reserve).

(c) The Liquidating Trust shall (A) treat the Disputed Claims Reserve, and the Liquidating Trust Assets allocable thereto, as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 by timely making an election, (B) file such Tax Returns and pay such Taxes as may be required consistent with such treatment, and (C) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes.

(d) The Liquidating Trust may (A) treat the Administrative, Priority, Secured and Convenience Distribution Reserve, and the Liquidating Trust Assets allocable thereto, as a "disputed ownership fund" governed by Treasury Regulation section 1.468B-9 by timely making an election and (B) to the extent permitted by applicable law, report consistently with the foregoing for state and local income tax purposes.

(e) The Liquidating Trust may request an expedited determination of Taxes of the Liquidating Trust, including the Disputed Claims Reserve, under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

9.3 Tax Payment. The Liquidating Trust shall be responsible for the payment, out of the Administrative Expenses Set Aside, of any Taxes imposed on the Liquidating Trust or the Liquidating Trust Assets, including the Disputed Claims Reserve. In the event, and to the extent, that any Cash retained on account of Disputed LT Unsecured Claims in the Disputed Claims Reserve is insufficient to pay any portion of such Taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, such respective classes of Disputed LT Unsecured Claims, such Taxes shall be (x) reimbursed from any subsequent Cash amounts retained on account of the respective classes of Disputed

LT Unsecured Claims or (y) to the extent such Disputed LT Unsecured Claims subsequently have been resolved, deducted from any amounts distributable by the Liquidating Trust as a result of the resolutions of such Disputed LT Unsecured Claims.

9.4 Liquidating Trust's Tax Powers.

(a) Following the Effective Date, the Liquidating Trust Board shall be authorized to prepare and file (or cause to be prepared and filed) on behalf of the Debtors all Tax Returns required to be filed or that the Liquidating Trust Board otherwise deems appropriate, including the filing of amended Tax Returns or requests for refunds.

(b) For all taxable periods ending on or prior to the Effective Date, the Liquidating Trust Board shall have full and exclusive authority in respect of all Taxes of the Debtors to the same extent as if the Liquidating Trust Board was the debtor in possession.

(c) In furtherance of the Liquidating Trust Board's authority hereunder, each of the Debtors shall execute, on or prior to the Effective Date, a power of attorney authorizing the Liquidating Trust to correspond with any Tax Authority on behalf of such Debtor and to sign, collect, negotiate, settle, and administer Tax payments, Tax refunds and Tax Returns.

(d) Following the Effective Date, the Liquidating Trust shall be entitled to the entire amount of any refunds and credits (including interest thereon) with respect to or otherwise relating to any Taxes of the Debtors to the same extent as the Debtors would otherwise be entitled with respect to any taxable period.

**ARTICLE X**  
**LIMITATION OF LIABILITY AND INDEMNIFICATION**

10.1 Limitation of Liability.

(a) None of the Delaware Trustee, the Liquidating Trustees, the Liquidating Trust Management, Liquidating Trust Agent, or any Nominating Party or their respective advisors or professionals, shall be liable to the Liquidating Trust or any Unitholder for any damages arising out of the creation, operation or termination of the Liquidating Trust, including actions taken or omitted in fulfillment of his or her duties with respect to the Liquidating Trust, except in the case of such party's gross negligence, bad faith or willful misconduct; provided, that in no event will any such party be liable for punitive, exemplary, consequential or special damages under any circumstances. Furthermore, neither the Delaware Trustee nor any Liquidating Trustee shall be liable to the Liquidating Trust or any Unitholder for any action taken in good faith reliance upon the advice of Liquidating Trust Management.

(b) None of the Delaware Trustee, the Liquidating Trustees, the Liquidating Trust Management or the Liquidating Trust Agents, when acting in such capacities, shall be subject to any personal liability whatsoever, whether in tort, contract or otherwise, to any person, other than the Liquidating Trust or the Liquidating Trust Beneficiaries, in connection with the affairs of the Liquidating Trust to the fullest extent provided under section 3803 of the Trust Act, and all persons claiming against any of the Delaware Trustee, the Liquidating

Trustees, the Liquidating Trust Management or Liquidating Trust Agent, or otherwise asserting claims of any nature in connection with affairs of the Liquidating Trust, shall look solely to the Liquidating Trust Assets for satisfaction of any such claims.

(c) Nothing contained in the Plan Documents shall be deemed to be an assumption by the Delaware Trustee, any Liquidating Trustee, the Liquidating Trust Management or any Liquidating Trust Agent of any of the liabilities, obligations or duties of the Debtors or shall be deemed to be or contain a covenant or agreement by any of them to assume or accept any such liability, obligation or duty.

(d) The exercise by a Nominating Party's of its rights hereunder shall not, in any way, cause such Nominating Party to become, or result in such Nominating Party becoming, a fiduciary to the Debtors, their estates, creditors or equity holders, to the Liquidating Trust, the Liquidating Trust Board or to any other person or constituency. Neither a Nominating Party nor any of its subsidiaries, affiliates, successors and assigns and its present or former employees, agents, officers, directors or principals shall have or incur any liability, nor shall any of them be subject to any claim or cause of action, of any kind in connection with, arising out of, or related to, the exercise by the applicable Nominating Party of its rights hereunder, or any act taken or omitted to be taken in connection therewith.

#### 10.2 Indemnification.

(a) The Delaware Trustee, the Liquidating Trustees, the Liquidating Trust Management and their respective affiliates, and the officers, directors, partners, managers, members, and employees of each of them, as the case may be (all persons so entitled to indemnification, collectively, the "Covered Parties"), shall be indemnified and held harmless, to the fullest extent permitted by law by the Liquidating Trust from and against any and all losses, claims, taxes, damages, reasonable expenses and liabilities (including liabilities under state or federal securities laws) of any kind and nature whatsoever, to the extent that such expenses arise out of or are imposed upon or asserted against such indemnified persons with respect to the creation, operation or termination of the Liquidating Trust or the execution, delivery or performance of this Liquidating Trust Agreement or the transactions contemplated hereby and shall not be liable for actions taken or omitted in their capacity, as Delaware Trustee, Liquidating Trustee or Liquidating Trust Management, on behalf of, or in fulfillment of their duties with respect to, the Liquidating Trust, except those acts that are determined by Final Order to have arisen out of their own gross negligence, bad faith or willful misconduct, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney's fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities regarding the implementation or administration of the Plan Documents or the discharge of their respective duties hereunder or thereunder or in respect thereof, except for any actions or inactions that are determined by Final Order to have arisen out of their own gross negligence, bad faith, or willful misconduct.

(b) The Covered Parties shall be entitled to obtain advances from the Liquidating Trust to cover their reasonable expenses of defending themselves in any action

threatened or brought against them as a result of the acts or omissions, actual or alleged, of any such party in its capacity as such; provided, however, that the Covered Parties receiving such advances shall repay the amounts so advanced to the Liquidating Trust immediately upon the entry of a Final Order finding that such parties were not entitled to any indemnity under the provisions of this Section 10.2.

(c) Any claim of the Covered Parties to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Liquidating Trust Assets, bonds (if any) or any applicable insurance that the Liquidating Trust has purchased, as provided in Section 2.11.

(d) The Liquidating Trust may also determine to provide indemnification to Liquidating Trust Agents and their respective officers, directors, partners, managers, members and employees, on such terms as the Liquidating Trust Board may determine, provided that any claim for indemnification shall be satisfied solely from the Liquidating Trust Assets or insurance.

## **ARTICLE XI** **DURATION OF LIQUIDATING TRUST**

### 11.1 Duration.

(a) The Liquidating Trust shall be dissolved as soon as practicable after the date that is the earliest to occur of: (i) the distribution of all Liquidating Trust Assets pursuant to the Plan Documents, (ii) the determination of the Liquidating Trust Board that the administration of the Liquidating Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all the distributions required to be made under this Liquidating Trust Agreement have been completed; provided, however, that in no event shall the Liquidating Trust be dissolved later than three (3) years from the Effective Date, unless the Bankruptcy Court, upon motion within the six (6) months prior to the third (3<sup>rd</sup>) anniversary of the Effective Date (or within six (6) months prior to the end of an extension period), determines that a fixed-period extension is necessary to facilitate or complete the recovery and liquidation of the Liquidating Trust Assets (without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the trust as a Liquidating Trust for United States federal income tax purposes).

(b) If at any time the Liquidating Trust Board determines, in reliance upon its professionals, that the expense of administering the Liquidating Trust, including the making of a final distribution to the Unitholders, is likely to exceed the value of the assets remaining in the Liquidating Trust, the Liquidating Trust Board may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the Liquidating Trust, (ii) donate any balance to an organization selected by the Liquidating Trust Board which is described in section 501(c)(3) of the Tax Code and exempt from United States federal income tax under section 501(a) of the Tax Code, as provided in Section 2.8(b) hereof, and (iii) dissolve the Liquidating Trust.

11.2 Post-Termination. After the termination of the Liquidating Trust and solely for the purpose of liquidating and winding up the affairs of the Liquidating Trust, the

Trustees shall continue to act as such until their duties have been fully performed. Upon distribution of all the Liquidating Trust Assets, the Liquidating Trust Board shall designate a Liquidating Trust Agent to retain all books and records pertaining to the Debtors or the Liquidating Trust that have been delivered to or created by the Liquidating Trust, subject to the provisions of Section 11.3.

11.3 Destruction of Books and Records. If so determined by the Liquidating Trust Board, or absent such determination, in the discretion of the Liquidating Trust Agent appointed pursuant to Section 11.2, all books and records pertaining to the Debtors or the Liquidating Trust that have been delivered to or created by the Liquidating Trust may be destroyed at any time following (x) the date that is six (6) years after the final distribution of Liquidating Trust Assets (unless such records and documents are necessary to fulfill the Liquidating Trust's remaining obligations) subject to the terms of any joint prosecution and common interests agreement(s) to which the Liquidating Trust may be a party, or (y) such earlier date as may approved by order of the Bankruptcy Court on application of the Liquidating Trust; provided, however, that the Liquidating Trust shall obtain an order of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation in which the Debtors or their current or former officers or directors are a party.

11.4 Discharge. Except as otherwise specifically provided herein, upon the final distribution of Liquidating Trust Assets and the filing by the Delaware Trustee of a Certificate of Cancellation with the Secretary of State of the State of Delaware, the Delaware Trustee and the Liquidating Trustees shall be deemed discharged and have no further duties or obligations hereunder, the Units shall be cancelled and the Liquidating Trust will be deemed to have been dissolved. In the event that there are Liquidating Trust Assets at the termination of the Liquidating Trust, the Liquidating Trust Board shall cause to be donated such Liquidating Trust Assets to a charitable organization of the Liquidating Trust Board's choice described in section 501(c)(3) of the Tax Code and exempt from United States federal income tax under section 501(a) of the Tax Code, as provided in Section 2.8(b).

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

12.1 Governing Law. This Liquidating Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without reference to conflicts of law).

12.2 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the Liquidating Trust, including, without limitation, the administration and activities of the Liquidating Trust, provided, however, that notwithstanding the foregoing or anything to the contrary set forth in the Plan, the Liquidating Trust Board shall have power and authority to bring (or cause to be brought) any action in any court of competent jurisdiction to prosecute any Liquidating Trust Causes of Action.

12.3 Severability. In the event that any provision of this Liquidating Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of this Liquidating Trust Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Liquidating Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.4 Notices. Any notice or other communication required or permitted to be made under this Liquidating Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by facsimile, sent by nationally recognized overnight delivery service, or mailed by first-class mail:

- (i) if to the Delaware Trustee, to:  
[\_\_\_\_\_]
Attention: Trust Administration
- (iii) if to the Liquidating Trust, to:  
[\_\_\_\_\_]
- (iii) if to any Unitholder, to the last known address of such Unitholder according to the records of the Liquidating Trust, if the Units are held in the form of Unit Certificates, and otherwise in accordance with the practices and procedures of DTC;
- (iv) if to any other distributee of the Liquidating Trust, to the last known address of such distributee according to the records of the Liquidating Trust; and
- (v) if to a Nominating Party, to such person at such address as provided to the Liquidating Trust by such Nominating Party in accordance with Section 6.2(l).

12.5 Headings. The headings contained in this Liquidating Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Liquidating Trust Agreement or of any term or provision hereof.

12.6 Plan Documents. Nothing contained herein shall modify the terms of any other Plan Document, which are intended to be supplemented by the terms of this Liquidating Trust Agreement. However, to the extent that the terms of any of the other Plan Documents are inconsistent with the terms set forth in this Liquidating Trust Agreement with respect to the Liquidating Trust, then the terms of this Liquidating Trust Agreement shall govern.

12.7 Control Over Debtors. Following the Effective Date, for so long as any Debtor has not been legally dissolved in accordance with applicable provisions of law, the Liquidating Trust shall have complete and exclusive control over, and rights of management in

respect of, such Debtor and its assets in accordance with the Plan, irrespective of whether the equity interests of such Debtor continue to subsist or have been formally transferred to the Liquidating Trust, and no other person shall have the right to control, manage, or direct the affairs or enforce any rights of such Debtor, or any of its assets, for any reason or purpose.

12.8 Confidentiality. The Trustees, the Liquidating Trust Management and the Liquidating Trust Agents, and their respective officers, directors, partners, managers, members and employees (the “Confidentiality Parties”), shall hold strictly confidential and not use for personal gain any material, non-public information of which they have become aware in their capacity as a Confidentiality Party of or pertaining to the Debtors, the Liquidating Trust, the Unitholders or the Liquidating Trust Assets; provided, however, that such information may be disclosed if—

- (i) it is now or in the future becomes generally available to the public other than as a result of a disclosure by any of the Confidentiality Parties;
- (ii) such disclosure is required of any of the Confidentiality Parties pursuant to legal process, including subpoena or other court order or other applicable laws or regulations; or
- (iii) the Liquidating Trust Board determines that such disclosure is in the interests of the Liquidating Trust or the Unitholders.

12.9 Entire Liquidating Trust Agreement. This Liquidating Trust Agreement, including the Exhibits attached hereto, the Plan and the Confirmation Order contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof. For the avoidance of doubt, to the extent holders of Allowed Claims that would otherwise be entitled to receive Units have established or in the future establish trusts or other entities or vehicles to facilitate the implementation of the Plan with respect to their Units or for other purposes, the agreements governing such trusts or other entities or vehicles shall not limit or impose requirements in any way on the Liquidating Trust, the Liquidating Trustees, the Liquidating Trust Board, the Liquidating Trust Manager, the Liquidating Trust Management or any other employee, agent or representative of the Liquidating Trust, and to the extent there is any conflict between the provisions of such agreements and this Liquidating Trust Agreement, this Liquidating Trust Agreement shall have controlling effect.

12.10 Named Party. In pursuing any Avoidance Actions, and/or other Liquidating Trust Causes of Action, or in disposing of any Liquidating Trust Assets, or otherwise administering the Liquidating Trust or any Liquidating Trust Assets, including, without limitation, the execution of documents, such as bills of sale, releases, and agreements, the Liquidating Trust Board may authorize the pursuit of such matters and/or execution of any such documents in the name of “ResCap Liquidating Trust” or in such other names or such representative capacities as necessary or appropriate.

12.11 Amendment. This Liquidating Trust Agreement may be amended with the Supermajority Consent of the Liquidating Trust Board; provided, however, that

Bankruptcy Court approval shall be required for any changes or amendments to this Liquidating Trust Agreement that are inconsistent with the terms of the Plan or the Confirmation Order. Notwithstanding this Section 12.11 no amendments to this Liquidating Trust Agreement shall be inconsistent with the purpose and intention of the Liquidating Trust to liquidate in an orderly manner the Liquidating Trust Assets (which will maximize the value of such assets) in accordance with Treasury Regulations section 301.7701-4(d). In the event that the Liquidating Trust shall fail or cease to qualify as a Liquidating Trust in accordance with Treasury Regulations section 301.7701-4(d), this Liquidating Trust Agreement may be amended with the Majority Consent of the Liquidating Trust Board, to the extent necessary to take such action as the Liquidating Trust Board deem appropriate to have the Liquidating Trust classified as a partnership for federal tax purposes under Treasury Regulations section 301.7701-3 (but not a publicly traded partnership under section 7704 of the Tax Code), including, if necessary, creating or converting it into a Delaware limited liability partnership or limited liability company that is so classified. Any amendment to this Liquidating Trust Agreement shall be posted on the Liquidating Trust Website as promptly as practicable after the adoption thereof.

12.12 Counterparts. This Liquidating Trust Agreement may be executed in any number of counterparts, each of which shall be deemed original, but such counterparts shall together constitute one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

**[REMAINDER OF PAGE BLANK]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Liquidating Trust Agreement or caused this Liquidating Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

Residential Capital, LLC, 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 Services, 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 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 and RFC SFJV-2002, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_], as Delaware Trustee

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_, as Liquidating Trustee

**EXHIBIT A-1**

**FORM OF**  
**CERTIFICATE OF CONVERSION**  
**FROM NON-DELAWARE STATUTORY TRUST**  
**TO A DELAWARE STATUTORY TRUST**  
**PURSUANT TO SECTION 3820 OF THE**  
**DELAWARE STATUTORY TRUST ACT**

This Certificate of Conversion to a Delaware Statutory Trust (this “Certificate”) is being duly executed and filed by the undersigned to convert a Delaware common-law trust (the “Non-Delaware Statutory Trust”) to a statutory trust (the “Statutory Trust”) under the Delaware Statutory Trust Act (12 Del. C. § 3801 et seq.) (the “Trust Act”).

1. The jurisdiction where the Non-Delaware Statutory Trust first formed, and its jurisdiction immediately prior to its conversion to the Statutory Trust, is the State of Delaware.
2. The date on which the Non-Delaware Statutory Trust first formed is July 26, 2013.
3. The name of the Non-Delaware Statutory Trust immediately prior to the filing of this Certificate is ResCap Liquidating Trust.
4. The name of the Statutory Trust as set forth in the Certificate of Trust filed in accordance with Section 3820(a) of the Trust Act is The ResCap Liquidating Trust.
5. This Certificate shall be effective upon its filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion in accordance with section 3811(a)(4) of the Trust Act.

---

John S. Dubel, not in his individual capacity but  
solely as trustee

**EXHIBIT A-2**

**FORM OF**  
**CERTIFICATE OF TRUST**  
**OF**  
**RESCAP LIQUIDATING TRUST**

This Certificate of Trust of ResCap Liquidating Trust is being duly executed and filed on behalf of such trust by the undersigned, as trustee, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. § 3801 et seq.) (the "Trust Act").

1. Name. The name of the Delaware statutory trust formed by this Certificate of Trust is ResCap Liquidating Trust.

2. Delaware Trustee. The name and business address of the trustee of the Trust with a principal place of business in the State of Delaware are [\_\_\_\_\_].

3. Effective Date. This Certificate of Trust shall be effective upon its filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Trust in accordance with section 3811(a)(1) of the Trust Act.

[DELAWARE TRUSTEE], not in its individual capacity  
but solely as trustee

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_

[\_\_\_\_], not in [his/her] individual capacity but solely  
as trustee

\_\_\_\_\_

[\_\_\_\_], not in [his/her] individual capacity but solely  
as trustee

\_\_\_\_\_

[\_\_\_\_], not in [his/her] individual capacity but solely  
as trustee

\_\_\_\_\_

[\_\_\_\_], not in [his/her] individual capacity but solely  
as trustee

\_\_\_\_\_

[\_\_\_\_], not in [his/her] individual capacity but  
solely as trustee

**EXHIBIT B**

**Initial Liquidating Trust Budget**

[To come]

**EXHIBIT C**

**RESCAP LIQUIDATING TRUST**

**REQUEST FOR SECURITIES ACCOUNT INFORMATION**

\_\_\_\_\_, 2013

To: The Holders of Allowed ResCap Unsecured Claims (Class R-4), GMACM Unsecured Claims (Class GS-4A) and RFC Unsecured Claims (Class RS-4) in the Bankruptcy Case of Residential Capital, LLC *et al.*, Case No. 12-12010 (MG) (S.D.N.Y.)

**Introduction**

On \_\_\_\_\_, 2013, the United States Bankruptcy Court for the Southern District of New York entered an order confirming the Joint Chapter 11 Plan of Residential Capital, LLC, *et al.* and the Official Committee of Unsecured Creditors. In accordance with the Plan, the ResCap Liquidating Trust (the "Liquidating Trust") will be making a distribution to holders of Allowed ResCap Unsecured Claims (Class R-4), GMACM Unsecured Claims (Class GS-4A) and RFC Unsecured Claims (Class RS-4) consisting of Units of beneficial interest in the Liquidating Trust.<sup>1</sup> Each Unit will entitle its holder to a pro rata share of all cash distributions made by the Liquidating Trust to the holders of Units. An initial distribution of Units will occur within 30 days after the effective date of the Plan. It is anticipated that an initial distribution of cash will be made to holders of Units shortly after the initial distribution of the Units. Additional cash distributions will be made as non-cash assets in the Liquidating Trust are sold or otherwise monetized.

The Plan has not yet become effective. As a prerequisite to your receipt of Units, the Plan must become effective and other conditions described in the order confirming the Plan must be fully satisfied.<sup>2</sup> We are asking for certain information at this time, so that you will be able to receive your Units, and the subsequent initial distribution of cash on your Units, soon after the effective date of the Plan as described above.

**In order to receive your Units on the date of the initial Unit distribution, and the cash distribution on those Units that will be made shortly thereafter, you must provide the information requested in this letter so that it is actually received no later 5:00 p.m. (Eastern time) on \_\_\_\_\_, 2013.**

If you do not provide the information requested in this letter so that it is actually received by **5:00 p.m. (Eastern time) on \_\_\_\_\_, 2013**, or if the information you have sent is incomplete or illegible, you will not receive your Units or the cash distributed on those Units until a later distribution date, after you have provided the required information. As a result your receipt of

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<sup>1</sup> Units will also be issued to trust for the benefit of holders Private Securities Claims (Classes R-6, GS-6 and RS-6).

<sup>2</sup> If the Plan does not become effective and/or the other conditions described in the order confirming the Plan are not satisfied, you may not be entitled to receive the Units described in this letter.

distributions from the Liquidating Trust will be delayed until a later distribution date, which may not occur before \_\_\_\_\_, 2014.

\_\_\_\_\_, whom we refer to as the Liquidating Trust Agent, is being retained to act for the Liquidating Trust under this letter.

### **Required Actions to Receive Your Units**

Listed on the accompanying Schedule A is—

- your name as it appears on the records of the ResCap debtors;
- the identification number that has been assigned to you;
- the class or classes to which your claim belongs; and
- the amount of your claim in each class.

In order to receive the Units to which you are entitled under the Plan, please review Schedule A and then continue with the steps below.

#### ***Step 1***

***If you are a U.S. person***, you must provide the Liquidating Trust Agent with your social security number or other taxpayer identification number. Accordingly, please fill out the attached Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification.

***If you are not a U.S. person***, instead please fill out the attached Internal Revenue Service Form W-8BEN Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding (or other applicable Internal Revenue Service Form W-8).

#### ***Step 2***

You must designate a broker, bank or other financial institution with which you maintain a securities account to receive your Units on your behalf. **You will not receive a distribution of Units unless and until you designate a broker in accordance with the instructions below.**

***If you DO have a securities account with a broker, bank or other financial institution.*** If you currently have a securities account with a broker, bank or other financial institution, you must provide the name and contact information of that broker, bank or other financial institution to the Liquidating Trust on the attached Schedule A.

***If you DO NOT have a securities account with a broker, bank or other financial institution.*** If you do not currently have a securities account with a broker, bank or other financial institution, you ***must*** open such an account before you can receive your Units. [We have listed below certain brokerage firms that are prepared to assist you in opening a securities account. You are not limited to these firms, and may select any broker, bank or other financial institution authorized to maintain a securities account on your behalf.] Once you have opened a securities account, you must provide the name and contact information of that broker, bank or other financial institution to the Liquidating Trust on the attached Schedule A.

**Step 3**

Send (i) the fully completed Internal Revenue Service Form W-9 or Internal Revenue Service Form W-8BEN (or other applicable Internal Revenue Service Form W-8) and (ii) the fully completed Schedule A to the Liquidating Trust Agent either—

By Mail: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_;

By Facsimile: \_\_\_\_\_; or

By E-Mail: \_\_\_\_\_

**Other Information**

If the Liquidating Trust Agent determines, in its sole discretion, that the information you have sent is incomplete or illegible, your submission may be rejected by the Liquidating Trust Agent, and you may not receive your Units and the cash distributed on those units until a later distribution date. The information you provide, including your social security or taxpayer identification number, will be held on a confidential basis. Once the Liquidating Trust Agent has received your information, it will contact you or your broker, bank or other financial institution with instructions to enable the Liquidating Trust to issue Units to you and deposit them to your securities account.

If the Liquidating Trust is unable to issue and deposit your Units a securities account that you designate, the Liquidating Trust may issue the Units to you by transferring them, and all cash distributions on the Units, to an account where they will be held on your behalf. Once you have completed the actions described in this letter, and all other required conditions have been satisfied, the Liquidating Trust will transfer the securities from that account to your securities account.

If you do not take the actions required by this letter and any further instructions provided by the Liquidating Trust, you could forfeit your interest in the Units to which you would otherwise be entitled.

Receipt of the Units may have tax consequence for you, and you are encouraged to consult with your tax advisor.

If you have any questions about your distribution, or for more information, you may contact the Liquidating Trust Agent by calling the following number: (\_\_\_\_) \_\_\_\_-\_\_\_\_. You may also write to the Liquidating Trust Agent at:

The ResCap Liquidating Trust

c/o \_\_\_\_\_

\_\_\_\_\_

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Sincerely,

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On behalf of the ResCap Liquidating Trust

[For your convenience, we provide below contact information for brokerage firms that have indicated their willingness to assist you in opening a securities account. In addition, there may be numerous other brokers, banks and other financial institutions prepared to act in this capacity. The fact that a brokerage firm is listed below is in no way an endorsement or recommendation of that firm by the Liquidating Trust or the Liquidating Trust Agent. Before choosing a broker, bank or other financial institution to maintain a securities account on your behalf, you should consider, among other things, any fees that the institution may charge for its services. You may also wish to consult with a financial advisor, attorney or other professional before opening a securities account.]

<ul style="list-style-type: none"><li>• <b>Broker A</b> <b>[Contact information]</b></li></ul>	<ul style="list-style-type: none"><li>• <b>Broker B</b> <b>[Contact information]</b></li></ul>
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**SCHEDULE A**

CLAIM NUMBER: \_\_\_\_\_ [PRE POPULATED]

CLAIMANT NAME: \_\_\_\_\_ [PRE POPULATED]

ALLOWED CLAIMS: [PRE POPULATED]

<u>CLASS</u>	<u>CLAIM AMOUNT</u>
Class R-4	\$ _____
Class GS-4A	\$ _____
Class RS-4	\$ _____

**BROKER, BANK OR FINANCIAL INSTITUTION INFORMATION**

COMPANY NAME: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

This form must be completed and returned to the Liquidating Trust Agent with a completed Internal Revenue Service Form W-9 or Internal Revenue Service Form W-8BEN (or other applicable Form W-8).

**EXHIBIT D**

**[COOPERATION AGREEMENT]**

**Exhibit 3**

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AMENDED AND RESTATED TRUST AGREEMENT

among

**RESIDENTIAL CAPITAL, LLC,  
CERTAIN AFFILIATES OF RESIDENTIAL CAPITAL, LLC  
SIGNATORY HERETO**

and

**[U.S. BANK TRUST NATIONAL ASSOCIATION]<sup>1</sup>,  
as Trustee,**

DATED AS OF

[ \_\_\_\_\_ ], 2013

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<sup>1</sup> Pending internal approvals.

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AMENDED AND RESTATED TRUST AGREEMENT

THIS AMENDED AND RESTATED TRUST AGREEMENT, dated as of [ \_\_\_\_ ], 2013 (this "Agreement"), is hereby executed by and among Residential Capital, LLC ("ResCap"), certain affiliates signatory hereto (together with ResCap, the "Debtors"), and [U.S. BANK TRUST NATIONAL ASSOCIATION], as trustee (the "Trustee") in order to establish a qualified settlement trust within the meaning of Code Section 468B and the Treasury Regulations promulgated thereunder (the "QSF Trust") for the benefit of the holders of residential mortgage backed securities claims against the Debtors and Ally Financial, Inc. and its non-Debtor affiliates.

WITNESSETH

WHEREAS, on May 14, 2012, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") commencing jointly administered cases under the caption *In re Residential Capital, LLC*, Case No. 12-12020 (the "Bankruptcy Cases");

WHEREAS, on August 20, 2013, the Debtors and the Official Committee of Unsecured Creditors of Residential Capital, LLC, et al. filed that certain Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors (Dkt. No. 4770) (together with any amendments or modifications thereto required or permitted by the Bankruptcy Court or as otherwise permitted pursuant to the terms of the Plan, the "Plan"); and

WHEREAS, on [ \_\_\_\_ ], 2013, the Bankruptcy Court entered an Order confirming the Plan (Dkt. No. [ \_\_ ]) (the "Confirmation Order");

WHEREAS, pursuant to the Plan and the Liquidating Trust Agreement, dated [ \_\_\_\_ ] (the "Liquidating Trust Agreement"), by and among the Liquidating Trustees (as such term is defined in the Liquidating Trust Agreement), the Delaware Trustee (as such term is defined in the Liquidating Trust Agreement), ResCap and the other parties signatory thereto, a liquidating trust (the "Liquidating Trust") has been established for the purpose of liquidating and distributing the Liquidating Trust Assets (as such term is defined in the Liquidating Trust Agreement);

WHEREAS, pursuant to the Plan, the QSF Trust has been established for the benefit of the QSF Beneficiaries on behalf of the RMBS Trusts;

WHEREAS, pursuant to the Plan and the Liquidating Trust Agreement, on the Initial Unit Distribution Date, the Liquidating Trust will issue units of beneficial interests (the "Liquidating Trust Units") to unsecured creditors of the Debtors and/or their designated recipients, including the QSF Trust;

WHEREAS, as set forth in, and subject to, the Plan and the Liquidating Trust Agreement, the QSF Trust will receive a number of Liquidating Trust Units that will entitle the holders thereof to periodic distributions of cash from the Liquidating Trust;

WHEREAS, the parties hereto are entering into this Agreement for purposes of amending and restating the trust agreement which established the QSF Trust and to facilitate implementation of the Plan in respect of the RMBS Trusts;

WHEREAS, the QSF Trust is established for the sole purpose of distributing the Trust Assets to the QSF Beneficiaries, with no objective or authority to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the QSF Trust and the Plan;

WHEREAS, for federal income tax purposes, the QSF Trust is intended to be treated as a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468 B-2; and

WHEREAS, this Agreement is subject to the approval of the Bankruptcy Court in the Confirmation Order.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein and in the Plan, the Debtors and the Trustee, intending to be legally bound, agree as follows:

## ARTICLE I

### DEFINITIONS

#### Section 1.01 Defined Terms.

The terms defined in this section are specific to this Agreement. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to those terms in the Plan. For the purposes of this Agreement, the following terms (which appear in this Agreement with initial capitalized letters) shall have the meanings set forth below:

“Affected RMBS Trusts” shall have the meaning specified in Section 7.02.

“Affiliate” shall mean: (i) with respect to the Trustee, any person or entity controlling, controlled by or under common control with the Trustee, and (ii) with respect to any other Person, any person or entity controlling, controlled by or under common control with such Person. “Control” means the power to direct the management and policies of a person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise. “Controlling” and “controlled” shall have meanings correlative to the foregoing.

“Agreement” shall have the meaning ascribed to it in the preamble.

“Ally” shall have the meaning specified in Section 2.09(a).

“Available Funds” shall mean all collected funds held in the Collection Account as of the end of the calendar month preceding the applicable Distribution Date less any reserves established by the Trustee for payment of taxes relating to such distribution.

“Bankruptcy Cases” shall have the meaning ascribed to it in the recitals.

“Bankruptcy Code” shall have the meaning ascribed to it in the recitals.

“Bankruptcy Court” shall have the meaning ascribed to it in the recitals.

“Business Day” shall mean any day that is not a Saturday, Sunday, holiday, or other day on which commercial banking institutions in the City of New York or the State of Delaware or, if different, the city and state in which the Corporate Trust Office is located are authorized or obligated by law or executive order to be closed.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Collection Account” shall have the meaning specified in Section 4.01(a)(i).

“Confirmation Order” shall have the meaning ascribed to it in the recitals.

“Corporate Trust Office” shall mean the principal corporate trust office of the Trustee at which at any particular time its corporate trust business shall be administered.

“Debtors” shall have the meaning ascribed to it in the preamble.

“Distribution Date” shall mean either (i) the 15<sup>th</sup> day of each calendar month or (ii) if the 15<sup>th</sup> day of a calendar month is not a Business Day, the Business Day following the 15<sup>th</sup> day of such calendar month.

“Effective Date” shall mean the date on which the Plan becomes effective, in accordance with its terms.

“Eligible Accounts” shall mean either (a) a segregated account or accounts maintained with a federal or state chartered depository institution or trust company the long-term or short-term unsecured debt obligations of which (or, in the case of a depository institution or trust company that is the principal subsidiary of a holding company, the long-term or short-term unsecured debt obligations of such holding company) are rated by any Rating Agency in one of its two highest long-term rating categories or one of its two highest short-term ratings with respect to obligations maturing in less than thirty (30) days or in highest short-term rating with respect to obligations maturing in more than thirty (30) days at the time any amounts are held in deposit therein, or (b) a segregated trust account or accounts maintained with a federal or state chartered depository institution or trust company, acting in the capacity of a trustee. Eligible Accounts need not be interest-bearing accounts provided the funds therein may be invested in Permitted Investments. All accounts maintained with the Trustee shall constitute Eligible Accounts.

“Final Distribution Date” shall have the meaning specified in Section 8.02.

“Indemnified Parties” shall have the meaning specified in Section 6.04.

“IRS” shall mean the United States Internal Revenue Service.

“Letter Ruling” shall mean a written statement issued by the Internal Revenue Service to a taxpayer (or the taxpayer's authorized representatives) in response to a written inquiry from the taxpayer, or its representatives, about the tax effects of acts or proposed transactions, as set forth in Rev. Proc. 2013-1, Sec. 2.01, 2013-1 IRB 1.

“Liquidating Trust” shall have the meaning ascribed to it in the recitals.

“Liquidating Trust Agreement” shall have the meaning ascribed to it in the recitals.

“Liquidating Trust Units” shall have the meaning ascribed to it in the recitals.

“Majority Beneficiaries” shall mean two (2) or more QSF Beneficiaries who collectively hold at least 51% of the QSF Representative Shares.

“Officer” shall mean: (i) when used with respect to the Trustee, any senior vice president or vice president in the Corporate Trust Office of the Trustee, and (ii) when used with respect to any other Person, the chairman of the board, the president, a vice president (however designated), the treasurer or controller.

“Opinion of Counsel” shall mean a written opinion of legal counsel delivered to the Trustee or any QSF Beneficiary, as the case may be, in each case in form and substance reasonably acceptable to the parties to whom it is delivered; provided, however, that any opinion with respect to tax matters shall be made by a law firm having a national reputation for expertise in such matters.

“Permitted Investments” shall consist of money market funds rated in the highest long-term rating category by any Rating Agency: *provided, however*, that no such investment shall constitute a Permitted Investment unless such investment matures no later than the Business Day immediately preceding the Distribution Date on which the funds invested therein are required to be distributed (or, in the case of an investment that is an obligation of the institution in which the account is maintained, no later than such Distribution Date); and *provided further*, that no such investment shall constitute a Permitted Investment if it gives rise to payments that would be subject to U.S. federal withholding tax if held by a Person that is not a U.S. Person and that has provided applicable U.S. federal tax forms. Permitted Investments may include such investments for which the Trustee or any of its Affiliates is investment manager or advisor. The Trustee or its respective Affiliates are permitted to receive additional compensation that could be deemed to be in their respective economic self interest for (i) serving as an investment advisor, administrator, shareholder, servicing agent, custodian or sub-custodian with respect to Permitted Investments, (ii) using Affiliates to effect transactions in Permitted Investments, and (iii) effecting transactions in Permitted Investments.<sup>2</sup>

“Person” shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

“Plan” shall have the meaning ascribed to it in the recitals.

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<sup>2</sup> To be discussed among the RMBS Trustees.

“QSF Beneficiaries” means each of the entities listed on Schedule 1 attached hereto, each of whom has an interest in the Trust Estate in their respective capacities as trustees of each of the RMBS Trusts for which they serve in such capacity.

“QSF Interests” shall mean an uncertificated beneficial interest in the QSF Trust.

“QSF Representative Share” shall mean a QSF Beneficiary’s representative share of the total QSF Interests in the QSF Trust, which is held from time to time in its respective capacities as trustee of each of the RMBS Trusts for which it serves as trustee, which is initially reflected on Schedule 1 hereto and shall be adjusted from time to time on the books and records of Trustee in accordance with Article VII.

“QSF Trust” shall have the meaning ascribed to it in the preamble.

“Rating Agency” shall mean any nationally recognized statistical rating agency, or its successor. Except as otherwise specified herein, references to any long-term rating category of a Rating Agency shall mean such rating category without regard to any plus or minus or numerical designation.

“Record Date” shall mean the last Business Day of the month preceding the month of such Distribution Date.

“Required Reserve Amount” shall mean [\$1,000,000].

“ResCap” shall have the meaning ascribed to it in the preamble.

“Reserve Account” shall have the meaning specified in Section 4.01(a)(ii).

“RMBS Claims Units” shall mean any and all Liquidating Trust Units issued to the QSF Trust on account of the claims of the RMBS Trusts (as such term is defined in the Plan) under the Liquidating Trust Agreement. For the avoidance of doubt, “RMBS Claims Units” shall not include the five and seven-tenths percent (5.7%) of the Liquidating Trust Units that would otherwise be issuable to the QSF Trust that shall be issued to counsel for the Institutional Investors in satisfaction of the Allowed Fee Claim, in accordance with the terms of the Plan.

“RMBS Representative Share” shall mean each RMBS Trust’s representative share of the total QSF Interests allocable to its applicable QSF Beneficiary, which is initially reflected on Schedule 2 hereto and shall be adjusted from time to time on the books and records of the Trustee in accordance with Article VII.

“RMBS Trusts” shall mean the RMBS Trusts listed on Schedule 2 hereto.

“Termination Event” shall have the meaning specified in Section 8.01.

“Transferee” shall have the meaning specified in Section 7.02.

“Treas. Reg.” shall have the meaning specified in Section 2.09(a).

“Trust Accounts” shall mean the Collection Account and the Reserve Account.

“Trust Estate” shall mean: (a) the RMBS Claims Units together with all payments due thereon, (b) all present and future claims, demands, causes and choses in action in respect of payments or distributions on the RMBS Claims Units including all rights of beneficiaries under the Liquidating Trust Agreement based thereon, (c) all funds held in the Trust Accounts from time to time, and (d) all proceeds of the foregoing of every kind and nature whatsoever, including, without limitation, all proceeds of the conversion thereof, voluntary or involuntary, into cash or other liquid property, all cash proceeds, accounts receivable, notes, drafts, acceptances, chattel paper, checks, deposit accounts, rights to payment of any and every kind and other forms of obligations and receivables, instruments and other property that at any time constitute all or part of or are included in the proceeds of the foregoing.

“Trustee” shall have the meaning ascribed to it in the preamble and any successor trustee appointed in accordance with this Agreement.

### **Section 1.02 Interpretation.**

In this Agreement:

- (a) “or” is not exclusive;
- (b) “including” means “including without limitation”;
- (c) any reference to the singular includes reference to the plural and vice versa and reference to the masculine gender includes reference to the feminine and neuter genders and *vice versa*;
- (d) unless otherwise expressly stated to the contrary herein, any reference to any Section, sub-section, paragraph or sub-paragraph is to a Section, sub-section, paragraph or sub-paragraph (as the case may be) of this Agreement;
- (e) the headings are inserted for convenience of reference only and shall not in any way form part of or affect or be taken into account in the construction or interpretation of any provision of this Agreement or the Schedules hereto; and
- (f) the Recitals and Schedules form part of this Agreement and shall have the same force and effect as if they were expressly set out in the body of this Agreement and any references to this Agreement shall include the Recitals and Schedules.

## **ARTICLE II**

### **ESTABLISHMENT OF THE QSF TRUST**

#### **Section 2.01 Name.**

The trust created hereby shall be known as the “RMBS Claims Trust”, in which name the Trustee may conduct the affairs of the QSF Trust. It is the intention of the parties hereto that the

QSF Trust hereby created constitutes a statutory trust under Chapter 38 of Title 12 of the Delaware Code, 12 Del. C., §3801 et seq. and that this Agreement constitutes the governing instrument of the QSF Trust. The Trustee, pursuant to the original trust agreement, filed a certificate of trust with the Delaware Secretary of State.

**Section 2.02 Office.**

The office of the QSF Trust shall be in care of the Trustee at its corporate trust office or at any other address that the Trustee may designate by written notice to the QSF Beneficiaries.

**Section 2.03 Declaration of Trust.**

Upon the Effective Date, the Trustee shall have all the rights, powers and duties set forth herein, in the Plan and pursuant to applicable law for accomplishing the purposes of the QSF Trust. The Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the QSF Trust.

**Section 2.04 Issuance of RMBS Claims Units and Related Distributions.**

On the Initial Unit Distribution Date (as such term is defined in the Plan), the QSF Trust shall accept the number of Liquidating Trust Units issued to the QSF Trust on such date pursuant to the Liquidating Trust Agreement and thereafter the QSF Trust shall accept any distributions made by the Liquidating Trust in respect of any Liquidating Trust Units held by the QSF Trust from time to time in accordance with the Liquidating Trust Agreement, in all cases in trust for the benefit of the QSF Beneficiaries.

**Section 2.05 Appointment of Trustee.**

[U.S. Bank Trust National Association] is hereby appointed as trustee of the QSF Trust effective as of the date hereof, and shall have the rights, powers, and duties set forth herein.

**Section 2.06 Acceptance of Trust.**

The Trustee agrees to accept and hold the Trust Estate in trust for the QSF Beneficiaries, subject to the terms of this Agreement.

**Section 2.07 Activities of the Trust.**

It is the intention of the parties hereto that the QSF Trust shall not engage in any business or activities other than in connection with, or relating to the following:

- (a) to register on its books and records uncertificated beneficial interests to the QSF Beneficiaries;
- (b) to accept distributions of RMBS Claims Units and related cash distributions from the Liquidating Trust and make distributions to the QSF Beneficiaries from time to time;

(c) to hold, transfer and/or invest the assets included in the Trust Estate and take such other actions with respect to the RMBS Claims Units as are permitted to be taken by the holders of the RMBS Claims Units pursuant to the Liquidating Trust Agreement, in accordance with this Agreement;

(d) to engage in those activities that are necessary, suitable or convenient to accomplish the foregoing or are incidental thereto or connected therewith; and

(e) to seek a Letter Ruling from the IRS regarding, among other things, the status of the QSF Trust as a qualified settlement fund within the meaning of Section 468B of the Code and to the status of its RMBS Claims Units as qualified reserve assets within the meaning of Code Section 860G(a)(7), and Treasury Regulations promulgated thereunder, and to grant powers of attorney in connection therewith.

**Section 2.08 Purpose, Limitations of the Trust.**

(a) Except as otherwise expressly provided herein, the business and affairs of the QSF Trust will be managed by or under the direction of the Trustee.

(b) The QSF Trust will conduct its business under names or tradenames so as not to mislead others as to the separate identity of the QSF Trust. Without limiting the generality of the foregoing, all oral and written communications, including letters, invoices, contracts, statements and applications, will be made solely in the name of the QSF Trust or in the name of the QSF Trustee in its capacity as such if related to the Trust.

(c) There will not be any indebtedness relating to borrowings or loans between the QSF Trust and the Liquidating Trust or its Affiliates.

(d) The QSF Trust will act solely in its name through the Trustee's duly authorized officers or agents in the conduct of its business. The QSF Trust will not: (i) operate or purport to operate as an integrated, single economic unit with respect to the Liquidating Trust or any other Affiliated or unaffiliated entity or any other Person; (ii) seek or obtain credit or incur any obligation to any third party based upon the assets of the Liquidating Trust or its Affiliates; or (iii) induce any such third party to reasonably rely on the creditworthiness of the Liquidating Trust or any other Affiliated or unaffiliated entity.

(e) The QSF Trust will maintain a Delaware trustee with a principal place of business in the State of Delaware.

(f) The QSF Trust will keep its funds and other assets separate from the Liquidating Trust and will not commingle such funds and other assets with those of any other Affiliates thereof.

(g) Any financial statements prepared by the QSF Trust shall be separate from those of the Liquidating Trust and any other Affiliates.

**Section 2.09 Section 468B Qualified Settlement Fund.**

(a) It is intended and it is contemplated in the Plan that the QSF Trust established hereunder will qualify as, and remain, a “Qualified Settlement Fund” within the meaning of Section 468B of the Code, and the Regulations promulgated pursuant thereto and codified at 26 C.F.R. Sections 1.468B-1 through 1.468B-5. It is further intended that the RMBS Claims Units will be treated as qualified reserve assets within the meaning of Code Section 860G(a)(7) and the Regulations promulgated pursuant thereto. For income tax purposes, Ally Financial Inc. (“Ally”) shall be classified as a “transferor” within the meaning of Regulation Section 1.468B-1(d)(1), 26 C.F.R. (“Treas. Reg.”) Section 1.468B-1(d)(1). The Trustee, shall be classified as the “administrator” within the meaning of Treas. Reg. Section 1.468B-2(k)(3).

(b) It is further intended that all transfers to the QSF Trust will satisfy the “all events test” and the “economic performance” requirement of Section 461(h)(1) of the Code and Treas. Reg. Section 1.461-1(a)(2). As such, Ally shall not be taxed on the income of the QSF Trust. The QSF Trust shall be taxed on its modified gross income, excluding the sums, or cash equivalents of items, transferred to it. All computations of the QSF Trust’s modified gross income, as well as any exclusions or deductions thereto, shall be compliant and consistent with Treas. Reg. Sections 1.468B-2(b)(1)-(4).

(c) Subject to the applicable provisions of the Code, the Trustee shall cause to be filed, on behalf of the QSF Trust, all required federal, state, and local tax returns pursuant to the provisions of Treas. Reg. Section 1.468B-2(k). Furthermore, pursuant to the provisions of Treas. Reg. Section 1.468B-2(1), the Trustee shall cause to be filed all required federal, state, and local information returns and ensure compliance with withholding and reporting requirements. The Trustee may retain an independent, certified public accountant to consult with and advise the Trustee with respect to the preparation of any and all appropriate income tax returns, information returns, or compliance with withholding requirements. Ally shall supply to the Trustee and to the IRS the statement described in Treas. Reg. Section 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which Ally is treated for federal income tax purposes as making a transfer to the QSF Trust.

(d) The Trustee shall be authorized to take all such actions, including such actions as may be consistent with those expressly set forth above, as may be necessary to ensure that the QSF Trust is treated as a Qualified Settlement Fund under Section 468B of the Code, and the Regulations promulgated pursuant thereto.

(e) Notwithstanding anything herein to the contrary, in the event that any portion of this Agreement shall at any time be considered not to be in compliance with Code Section 468B, as amended, together with any and all Treasury Regulations and IRS Notices, Announcements and directives thereunder, such offending Section of this Agreement shall be considered null, void, and of no effect, without any action by any court or by the Trustee. The overarching purpose of this Agreement is to at all times be in compliance with Code Section 468B and all administrative authority and announcements thereunder. In the event that this Section 2.09 applies to render an offending Section null, void, or of no effect, Section 8.05 of this Agreement shall still apply with respect to the remaining non-offending Sections of this Agreement.

## ARTICLE III

### QSF INTERESTS

#### **Section 3.01 Rights of QSF Beneficiaries.**

Each QSF Beneficiary will be entitled to participate in the rights due to a QSF Beneficiary hereunder. Each QSF Beneficiary shall take and hold its QSF Interest subject to all of the terms and provisions of this Agreement. No QSF Beneficiary shall have any title to, right to, possession of, management of or control of, the QSF Trust or the Trust Estate except as herein expressly provided. The QSF Interests shall not be certificated.

#### **Section 3.02 No Legal Title in QSF Beneficiaries.**

No QSF Beneficiary shall have legal title to any part of the Trust Estate. No transfer by operation of law or otherwise, of the right, title and interest of any QSF Beneficiary in and to the Trust Estate or hereunder shall operate to terminate this QSF Trust or entitle any successor or transferee of such, QSF Beneficiary to an accounting or to the transfer to it of legal title to any part of the Trust Estate.

#### **Section 3.03 Identification of QSF Beneficiaries.**

The initial QSF Beneficiaries are set forth on Schedule 1 hereto and shall be adjusted from time to time on the books and records of Trustee in accordance with the terms of Article VII. Except as otherwise required by law, references in this Agreement to the identification of QSF Beneficiaries and the providing of information to QSF Beneficiaries shall be read to mean QSF Beneficiaries of record as set forth on Schedule 1 hereto, as modified from time to time in accordance with the terms of Article VII. Unless expressly provided herein, the Trustee may establish a record date, which it deems practicable for determining the QSF Beneficiaries for a particular purpose.

#### **Section 3.04 Deemed Majority Consent.**

The Majority Beneficiaries shall have the right to cause the institution of and to direct the time, manner, method and place of conducting any proceeding or exercising any power conferred on the Trustee hereunder; *provided, however*, that: (i) such direction shall not conflict with any rule of law, the Plan or this Agreement (ii) the Trustee shall not be required to undertake any action that might involve it in personal liability or require the expenditure of funds not available to it in the Reserve Account, unless the Trustee shall have been indemnified to its satisfaction, and (iii) the Trustee shall be entitled to condition its compliance with any such direction upon the receipt of an Opinion of Counsel that the directed action is authorized or permitted by this Agreement.

Notwithstanding anything contained herein to the contrary, with respect to any provision of this Agreement which permits or requires the consent of, or direction from, the Majority Beneficiaries prior to the Trustee acting hereunder, such consent of, or direction from, the Majority Beneficiaries shall be deemed to have been given if: (i) the Trustee sends written notice to all QSF Beneficiaries of such proposed action or omission, (ii) within sixty (60) days after

delivery of such written notice to the QSF Beneficiaries, the Trustee does not receive the consent of or direction from the Majority Beneficiaries, (iii) after such sixty (60) day period has expired, the Trustee receives the consent of, or direction from, at least one QSF Beneficiary with respect to such proposed action or omission, and (iv) the Trustee does not receive written notice from QSF Beneficiaries holding at least fifty-one percent (51%) of the QSF Representative Shares opposing such proposed action or omission; *provided, however*, that no deemed direction shall be effective hereunder to the extent that it has the effect of denying an RMBS Trust the right to receive payments in respect of its RMBS Representative Share unless the Trustee shall have also received the consent of the QSF Beneficiary for such affected RMBS Trust. The Trustee shall incur no liability to any QSF Beneficiary, any RMBS Trust or any other Person for acting or omitting to act based upon the foregoing deemed consent. The Trustee shall have no duties or responsibility with respect to the compliance by the QSF Beneficiaries with respect to their duties with respect to the RMBS Trusts, including without limitation relating to their authority to act with respect to any RMBS Trusts.

## ARTICLE IV

### ACCOUNTS, DEPOSITS AND DISTRIBUTIONS

#### Section 4.01 Establishment of Trust Accounts.

(a) The Trustee shall establish and maintain the following non-interest bearing trust accounts in the name of the Trustee on behalf of the QSF Trust for the QSF Beneficiaries as provided in this Agreement:

- (i) the collection account (the “Collection Account”); and
- (ii) the reserve account (the “Reserve Account”).

(b) The Trustee shall have the right to create one or more sub-accounts, as needed, for operation purposes.

(c) The Trust Accounts shall be Eligible Accounts.

#### Section 4.02 Collection Account.

(a) Deposits. Within one (1) Business Day of receipt, the Trustee shall deposit into the Collection Account the amounts received as distributions or payments on the RMBS Claims Units.

(b) Withdrawal. On each Distribution Date, the Trustee shall withdraw all Available Funds in the Collection Account to be distributed as follows:

- (i) First, to the Trustee for payment of any fees, expenses, indemnities or other amounts due to the Trustee under this Agreement;

(ii) Second, to the Reserve Account until the balance in the Reserve Account equals the Required Reserve Amount;

(iii) Third, ratably to each QSF Beneficiary in accordance with such QSF Beneficiary's QSF Representative Share, for further distribution by each QSF Beneficiary to its applicable RMBS Trusts in accordance with such RMBS Trusts' RMBS Representative Share.

The Trustee shall have no duties to the RMBS Trusts and responsibility for distributions by the QSF Beneficiaries to the RMBS Trusts or any investors of any RMBS Trust.

#### **Section 4.03 Reserve Account.**

(a) Deposits. On each Distribution Date, the Trustee shall deposit funds into the Reserve Account in accordance with Section 4.02 until funds in the Reserve Account equal the Required Reserve Amount.

(b) Withdrawal. The Trustee may withdraw amounts held on deposit in the Reserve Account at any time for payment of any fees, expenses, indemnities or other amounts due to the Trustee under this Agreement. So long as there are no claims, causes of actions, suits or other similar litigation proceedings commenced, asserted or threatened against the Trustee related to, connected with or directly or indirectly arising out of this Agreement, then upon the third anniversary of the Final Distribution Date, the Trustee shall distribute any amounts then held in the Reserve Account ratably to each QSF Beneficiary (as of the Record Date related to the Final Distribution Date) in accordance with such QSF Beneficiary's QSF Representative Share (as of the Record Date related to the Final Distribution Date), for further distribution by each QSF Beneficiary to its applicable RMBS Trusts in accordance with such RMBS Trusts' RMBS Representative Share.<sup>3</sup>

#### **Section 4.04 Investments.**

The Trustee shall invest funds held in the Trust Accounts in Permitted Investments. In no event shall the Trustee be liable for the selection of investments or for investment losses incurred thereon. The Trustee shall have no liability in respect of losses incurred as a result of the liquidation of any investment prior to its stated maturity.

#### **Section 4.05 Payments to QSF Beneficiaries.**

Any and all distributions from the Trust Accounts to be made by the Trustee to the QSF Beneficiaries shall be made by wire transfer pursuant to the wire transfer details for such QSF Beneficiaries listed on Schedule 4.

#### **Section 4.06 Record Date.**

Payments to the QSF Beneficiaries on any Distribution Date will be made to the QSF Beneficiaries of record of the respective QSF Interests on the related Record Date.

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<sup>3</sup> QSF Trustee discussing period for holdback of reserve funds after Final Distribution Date.

**ARTICLE V**

[ **RESERVED** ]

**ARTICLE VI**

**CONCERNING THE TRUSTEE**

**Section 6.01 Duties of the Trustee.**

Every provision of this Agreement relating to the conduct of, affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VI. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Agreement and no implied covenants or obligations shall be read into this Agreement against the Trustee. Except as provided in Section 6.02, no provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct; *provided, however*, that:

(a) the Trustee shall not be liable for an error of judgment made in good faith by an Officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(b) with respect to any trust or power conferred upon the Trustee under this Agreement, the Trustee shall not be personally liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the Majority Beneficiaries (including, without limitation, any deemed direction pursuant to Section 3.04 of this Agreement) or such other percentage as may be specified herein;

(c) any determination of negligence or willful misconduct of the Trustee shall be made only upon the rendering of a final judgment of a court of competent jurisdiction no longer subject to appeal or review; and

(d) the Trustee shall be deemed to be acting solely in its capacity as Trustee in connection with the administration of the QSF Trust and not in its individual capacity, and as such, shall not be individually responsible for the payment of any obligations or liabilities of the QSF Trust, including, without limitation, liabilities of the QSF Trust for the payment of taxes.

**Section 6.02 Certain Matters Affecting the Trustee.**

(a) The Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee may, in the absence of bad faith on its part, rely upon a certificate of an Officer of the appropriate Person whenever in the administration of this

Agreement the Trustee shall deem it desirable that a matter be proved or established (unless other evidence be herein specifically prescribed) prior to taking, suffering or omitting any action hereunder.

(c) The Trustee may consult with counsel of its own selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or suffered or omitted by it hereunder in good faith and in accordance with such advice or Opinion of Counsel.

(d) The Trustee shall be under no obligation to exercise any of the trusts or powers vested in it by this Agreement or to institute, conduct or defend any litigation hereunder or in relation hereto at the request, order or direction of any or all of the QSF Beneficiaries, pursuant to the provisions of this Agreement, unless such QSF Beneficiaries shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(e) The Trustee shall not be personally liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Agreement.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document.

(g) The Trustee may execute any of the trusts or powers under this Agreement or perform any duties hereunder either directly or by or through agents, attorneys, custodians or nominees and the Trustee shall not be responsible for the supervision of or any misconduct or negligence on the part of any agent or attorney appointed with due care by it under this Agreement.

(h) Whenever the Trustee is authorized herein to require acts or documents in addition to those required to be provided it in any matter, it shall be under no obligation to make any determination whether or not such additional acts or documents should be required.

(i) The Trustee shall not be deemed to have notice of any matter unless one of its Officers has actual knowledge thereof or unless written notice thereof is received by the Trustee at the Corporate Trust Office and such notice references the QSF Interests, the Liquidating Trust, the QSF Trust or this Agreement.

(j) None of the provisions of this Agreement shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

(k) Notwithstanding anything herein to the contrary, in no event shall the Trustee be liable for special, indirect, punitive or consequential loss or damage of any kind

whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(l) Before the Trustee acts or refrains from acting, it may require an Opinion of Counsel and the Trustee may conclusively rely on and shall not be liable to any Person for any action it takes or omits to take in good faith in reliance upon such Opinion of Counsel.

(m) The permissive rights of the Trustee to perform any discretionary act enumerated in this Agreement shall not be construed as a duty or obligation, and the Trustee shall not be answerable in the performance of such act other than for its negligence or willful misconduct.

(n) The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian, co-trustee and other Person employed to act hereunder.

(o) Except as otherwise instructed pursuant to the express requirements of this Agreement, the Trustee shall have no duty (i) to see to any recording, filing, or depositing of the this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest, or to see to the maintenance of any such recording or filing or depositing or to any re-recording, re-filing or re-depositing of any thereof, (ii) to see to any insurance, (iii) to see to the payment or discharge of any tax, assessment, or other governmental charge or any lien or encumbrance of any kind owing with respect to, assessed or levied against, any part of the Trust Estate, or (iv) to confirm or verify the contents of any reports or certificates delivered to the Trustee pursuant to this Agreement believed by the Trustee to be genuine and to have been signed or presented by the proper party or parties.

(p) The Trustee shall have no liability or responsibility for the acts or omissions of any other party to any this Agreement or any related document.

(q) The Trustee shall have no duty or obligation to obtain or solicit any collateral or any funds to be remitted in any of the accounts established under this Agreement, and shall have a duty only to accept such funds delivered to it in accordance with this Agreement.

(r) The Trustee shall have no duties to any Person or entity other than to the QSF Beneficiaries of record to the extent expressly set forth herein, and without limitation, shall have no other duties to any RMBS Trust or any investor or other party in interest in such RMBS Trust.

(s) The Trustee shall have no duty to investigate, monitor or challenge any action of the Liquidating Trustees (as such term is defined in the Liquidating Trust Agreement) relating to the administration of the Liquidating Trust, and shall not be responsible for any failure of the Liquidating Trustees to carry out any of its duties thereunder, whether or not the Trustee is aware of such failure.

(t) Without limitation of any of the foregoing, the Trustee is not responsible for the REMIC status or any other tax consequence related to any RMBS Trust, and shall have no obligation to seek or obtain any rulings from the IRS with respect thereto in the Letter Ruling or otherwise.

(u) The Trustee is authorized to seek a judicial instruction with respect to any action or omission that is the subject of this Agreement.

### **Section 6.03 Trustee Not Liable for QSF Interests or RMBS Claims Units.**

The recitals and factual statements contained in this Agreement shall be taken as the statements of the Debtors, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations or warranties as to the validity or sufficiency of this Agreement or of any RMBS Claims Units or related document, including the correctness of the initial amounts and percentages set forth on Schedule 1 and Schedule 2. The Trustee shall not be accountable for the use or application of any funds in respect of the RMBS Claims Units or deposited into or withdrawn from the Trust Accounts in accordance with this Agreement. The Trustee shall have no responsibility or obligation to monitor any other Person's compliance with the Liquidating Trust Agreement. The Trustee makes no representations or warranties whatsoever with respect to the tax status or consequences of this QSF Trust to any person of entity, and all QSF Beneficiaries and each RMBS Trust shall rely solely upon their own tax advice with respect thereto.

### **Section 6.04 Trustee's Fees and Expenses.**

(a) Fees.

The Trustee from time to time shall be entitled to reasonable compensation for its services which shall not be limited by any law on compensation of a trustee of an express trust. Such fees shall be set forth on a fee schedule to be provided by the Trustee to the QSF Beneficiaries prior to the date of this Agreement.

(b) Expenses.

The Trustee shall be entitled to the payment of all expenses incurred or made by the Trustee hereunder, including, but not limited to, costs of collection, costs of preparing and reviewing reports, certificates and other documents, costs of preparation and mailing of notices to QSF Beneficiaries and costs of counsel, in addition to the compensation for its services. Such expenses shall include the compensation and expenses, disbursements and advances of the Trustee's agents, counsel, accountants and experts.

(c) QSF Trust Indemnity; Limited Recourse.

The QSF Trust shall indemnify, defend and hold harmless the Trustee or any predecessor Trustee in each of its capacities hereunder and in any other document related thereto, and each of its officers, directors, employees, representatives, counsel and agents (collectively, the "Indemnified Parties") from and against, and reimburse the Indemnified Parties for, any and all claims, losses, liabilities, obligations, damages, injuries, penalties, stamp or other similar taxes,

actions, suits, judgments, costs and expenses (including, but not limited to, attorneys' fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against an Indemnified Party directly or indirectly relating to or arising from, claims against an Indemnified Party by reason of its participation in the transactions contemplated hereby, the administration of this trust and the performance of its duties hereunder and any related document, as the case may be, including the costs and expenses of enforcing this Agreement (including this Section 6.04), or any related document and of defending itself against any claims (whether asserted by any QSF Beneficiary or otherwise); *provided, however*, that the QSF Trust need not indemnify against any loss, liability or expense incurred by an Indemnified Party as a result of its own negligence or willful misconduct, as conclusively determined by the final judgment of a court of competent jurisdiction, no longer subject to appeal or review.

Any fees, expenses and indemnities due to the Trustee pursuant to this Section 6.04 shall be payable to the Trustee solely from funds held in the Collection Account and the Reserve Account pursuant to Section 4.02(b).

(d) Survival of Payment Obligations.

The payment obligations contained in this Section 6.04 shall survive the satisfaction and discharge of this Agreement, the rejection or termination of this Agreement under bankruptcy law and/or resignation or removal of the Trustee.

**Section 6.05 Eligibility Requirements for the Trustee.**

The Trustee shall at all times be a corporation or national banking association that is organized and doing business under the laws of any state or the United States of America, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 and subject to supervision or examination by federal or state authority, and has a principal place of business in the State of Delaware. If such corporation publishes reports of its conditions at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of conditions so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 6.06.

**Section 6.06 Resignation or Removal of Trustee.**

(a) The Trustee may resign at any time by notifying the QSF Beneficiaries. The Majority Beneficiaries may remove the Trustee for cause by providing the Trustee with thirty (30) days prior written notice thereof. The status of the Trustee's Affiliate being a QSF Beneficiary shall not be considered cause for removal hereunder. All QSF Beneficiaries (other than any QSF Beneficiary that is an Affiliate of the Trustee) may remove the Trustee without cause by providing the Trustee with thirty (30) days prior written notice thereof.

(b) If the Trustee resigns or is removed, the Majority Beneficiaries shall promptly appoint a successor Trustee. If a successor Trustee does not take office within sixty

(60) days after the retiring Trustee resigns or is removed, the retiring Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee. Thereupon the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Agreement. The successor Trustee shall mail a notice of its succession to the QSF Beneficiaries. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, subject to the lien provided for in Section 6.04. All costs incurred in connection with any resignation or removal hereunder shall be paid from the Reserve Account.

(d) Notwithstanding the replacement of the Trustee pursuant to this Section 6.06, the obligations under Section 6.04 shall continue for the benefit of the retiring Trustee.

### **Section 6.07 Merger or Consolidation of Trustee.**

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor of the Trustee under this Agreement provided such corporation shall be eligible under the provisions of Section 6.05, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

## **ARTICLE VII**

### **TRANSFERS OF QSF INTERESTS**

#### **Section 7.01 Transfers by RMBS Trust.**

An RMBS Trust may not transfer its interest in the RMBS Claims Units.

#### **Section 7.02 Transfers by QSF Beneficiaries.**

(a) Solely in connection with its resignation or removal as trustee of one or more RMBS Trusts (such affected RMBS Trusts are referred to herein as the “Affected RMBS Trusts”), a QSF Beneficiary may transfer its QSF Representative Shares related to such Affected RMBS Trusts to an entity or entities that will act as successor trustee (such entity or entities, collectively the “Transferees”) of such Affected RMBS Trusts.

(b) The transferring QSF Beneficiary shall provide ten (10) days prior written notice to the Trustee of such transfer, which notice shall contain the name, contact details and wiring instructions of the Transferees. The QSF Beneficiary shall also provide the Trustee with such other information as the Trustee may reasonably request in connection with such transfer.

(c) In connection with any transfer contemplated by this Article VII, the Trustee shall adjust each QSF Beneficiary’s QSF Representative Share and each RMBS Trust’s

RMBS Representative Share set forth on Schedule 1 and Schedule 2, respectively, to reflect any such transfer.

## ARTICLE VIII

### TERMINATION OF QSF TRUST

#### Section 8.01 Termination.

The QSF Trust shall terminate and the obligations and responsibilities of the Trustee created hereby shall terminate upon the earlier to occur of: (i) its receipt of written notice from the Liquidating Trust of the sale, liquidation or other disposition of all of the Liquidating Trust Assets (as such term is defined in the Liquidating Trust Agreement) and the disposition of any remaining Trust Assets held hereunder (other than those held in the Reserve Account), or (ii) the written consent of all QSF Beneficiaries and the Trustee (such event, a "Termination Event").

#### Section 8.02 Procedure For Termination.

(a) Upon a Termination Event, notice of the Distribution Date on which a final distribution (subject to Section 4.03(b)) shall occur (the "Final Distribution Date") shall be given promptly by the Trustee to the QSF Beneficiaries mailed during the month of such final distribution on or before the Distribution Date next following the Termination Event, specifying the Final Distribution Date and the amount of any such final payment; *provided, however*, that the QSF Trust shall continue for the limited purposes of Section 4.03(b).

(b) Upon dissolution, wind up and termination of the QSF Trust and this Agreement, the Trustee is authorized to execute and file a certificate of cancellation with the Secretary of State; *provided, however*, that the Trustee shall not be required to execute or file a certificate of cancellation unless it receives confirmation that the QSF Trust has complied with Section 3308 of the Delaware Trust Statute.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

#### Section 9.01 Amendment of Trust Agreement.

(a) Amendments.

Subject to Section 9.01(b), this Agreement may be amended or supplemented from time to time with the consent of the Trustee and the Majority Beneficiaries; *provided, however*, that no amendment shall be made to this Agreement that makes it inconsistent with the Plan or the Confirmation Order. No amendment shall alter the rights of a QSF Beneficiary without the consent of the affected QSF Beneficiary.

(b) Amendments Affecting RMBS Trusts.

Notwithstanding Section 9.01(a), any amendment or supplement to this Agreement that shall affect any RMBS Trust shall also require the consent of the QSF Beneficiary for such RMBS Trust.

(c) Rights of Trustee.

Prior to executing any amendment permitted by this Section 9.01, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, an Opinion of Counsel opining that the execution and delivery of such amendment is authorized or permitted by this Agreement. The Trustee may, but shall not be obligated to, enter into any such amendment that affects the Trustee's own rights, duties, liabilities, indemnities or immunities under this Agreement or otherwise.

(d) Miscellaneous.

The manner of obtaining such consents and of evidencing the authorization of the execution thereof by QSF Beneficiaries shall be subject to such reasonable regulations as the Trustee may prescribe.

**Section 9.02 Counterparts.**

This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and such counterparts shall constitute but one and the same instrument.

**Section 9.03 Limitation on Rights of QSF Beneficiaries.**

(a) No QSF Beneficiary shall have any right to vote or in any manner otherwise control the operation and management of the QSF Trust or the obligations of the parties hereto except as expressly provided for in this Agreement, and nothing herein set forth shall be construed so as to constitute the QSF Beneficiaries from time to time as partners or members of an association.

(b) No QSF Beneficiary shall have any right by virtue of any provision of this Agreement to institute any suit, action or proceeding in equity or at law upon or under or with respect to this Agreement, unless the Majority Beneficiaries shall have made written request upon the QSF Trust or the Trustee on behalf of the QSF Trust to institute such action, suit or proceeding in the name of the QSF Trust under this Agreement and shall have offered to the Trustee such indemnity as it may require against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee on behalf of the QSF Trust, for sixty (60) days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding. For the protection and enforcement of the provisions of this Section, each and every QSF Beneficiary and the Trustee shall be entitled to such relief as can be given either at law or in equity.

**Section 9.04 Notices.**

(a) All directions, demands and notices hereunder shall be in writing and shall be deemed to have been duly given when sent by facsimile transmission, first class mail or delivered to:

(i) in the case of the Trustee, 300 East Delaware Avenue, 8<sup>th</sup> Floor, Wilmington, Delaware 19801-1515, Attention: [ \_\_\_\_\_ ];

(ii) in the case of any QSF Beneficiary, at the address of such QSF Beneficiary as shown on Schedule 3 hereto.

(b) Notice may also be delivered by email in accordance with such other side letter agreement entered into between the parties. Any notice so mailed within the time prescribed in this Agreement shall be conclusively presumed to have been duly given, whether or not a QSF Beneficiary receives such notice. A copy of any notice required to be telecopied hereunder also shall be mailed to the appropriate party in the manner set forth above. A copy of any notice given hereunder to any other party shall be delivered to the Trustee.

**Section 9.05 Severability of Provisions.**

If any one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then, to the fullest extent permitted by law, such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement or the rights of the QSF Beneficiaries thereof.

**Section 9.06 Third Party Beneficiaries.**

Nothing in this Agreement, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the QSF Beneficiaries and the Indemnified Parties with respect to Section 6.04(c), any benefit or any legal or equitable right, remedy or claim under this Agreement.

**Section 9.07 Acts of QSF Beneficiaries.**

Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Agreement to be given or taken by QSF Beneficiaries may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such QSF Beneficiaries in person or by agents duly appointed in writing; and except as herein otherwise expressly provided such action shall become effective when such instrument or instruments are delivered to the Trustee. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Agreement and conclusive in favor of the Trustee. The fact and date of the execution by any Person of any such instrument or writing may be proved in any manner that the Trustee deems sufficient. The ownership of QSF Interests shall be proved by Schedule 1 as the same may be modified from time to time in accordance with the terms of Article VII.

**Section 9.08 Headings.**

Section and subsection headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

**Section 9.09 No Waiver; Cumulative Remedies.**

No failure to exercise and no delay in exercising, on the part of any party of any right, remedy, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exhaustive of any rights, remedies, powers and privileges provided by law.

**Section 9.10 Merger and Integration.**

Subject to the Plan and Confirmation Order, this Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and thereof, and all prior understandings, written or oral, are superseded by this Agreement.

**Section 9.11 Governing Law; Venue; Jury Waiver.**

(a) THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICT OF LAW PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

(b) THE TRUSTEE AND EACH QSF BENEFICIARY HEREBY WAIVES THE RIGHT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR (ii) IN ANY WAY IN CONNECTION WITH OR PERTAINING TO OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES WITH RESPECT TO THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER IN CONTRACT, TORT OR OTHERWISE.

(c) THE TRUSTEE AND EACH QSF BENEFICIARY HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURTS SITTING IN THE STATE OF DELAWARE IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

(d) THE TRUSTEE AND EACH QSF BENEFICIARY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY

OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDINGS IN ANY SUCH COURT AND ANY CLAIM THAT ANY PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

**IN WITNESS WHEREOF**, ResCap, the other Debtors and the Trustee have caused this Trust Agreement to be duly executed by their respective officers thereunto duly authorized and all as of the day and year first above written.

**RESIDENTIAL CAPITAL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[U.S. BANK TRUST NATIONAL ASSOCIATION], as Trustee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**SCHEDULE 1**

**QSF BENEFICIARIES AND QSF REPRESENTATIVE SHARES**

<b>QSF BENEFICIARY<sup>4</sup></b>	<b>QSF REPRESENTATIVE SHARE</b>
The Bank of New York Mellon	
The Bank of New York Mellon Trust Company, N.A.	
Deutsche Bank Trust Company Americas	
Deutsche Bank National Trust Company	
U.S. Bank National Association	
Wells Fargo Bank, N.A.	
Law Debenture Trust Company of New York	
HSBC Bank USA National Association	
Citibank, N.A.	
Wilmington Trust Company	

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<sup>4</sup> Each QSF Beneficiary will be acting on behalf of their respective RMBS Trusts listed on Schedule 2.

**SCHEDULE 2**

**RMBS TRUSTS AND RMBS REPRESENTATIVE SHARES**

**QSF Beneficiary - The Bank of New York Mellon**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**QSF Beneficiary – The Bank of New York Mellon Trust Company, N.A.**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**QSF Beneficiary – Deutsche Bank Trust Company Americas**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**QSF Beneficiary – Deutsche Bank National Trust Company**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**OSF Beneficiary – U.S. Bank National Association**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**OSF Beneficiary – Wells Fargo Bank, N.A.**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**OSF Beneficiary – Law Debenture Trust Company of New York**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**OSF Beneficiary – HSBC Bank USA National Association**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**QSF Beneficiary – Citibank, N.A.**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**QSF Beneficiary – Wilmington Trust Company**

<b>RMBS TRUST</b>	<b>RMBS REPRESENTATIVE SHARE</b>

**SCHEDULE 3**

**CONTACT DETAILS FOR QSF BENEFICIARIES**

The Bank of New York Mellon

[ \_\_\_\_\_ ]

The Bank of New York Mellon Trust Company, N.A.

[ \_\_\_\_\_ ]

Deutsche Bank Trust Company Americas

[ \_\_\_\_\_ ]

Deutsche Bank National Trust Company

[ \_\_\_\_\_ ]

U.S. Bank National Association

[ \_\_\_\_\_ ]

Wells Fargo Bank, N.A.

[ \_\_\_\_\_ ]

Law Debenture Trust Company of New York

[ \_\_\_\_\_ ]

HSBC Bank USA National Association

[ \_\_\_\_\_ ]

Citibank, N.A.

[ \_\_\_\_\_ ]

Wilmington Trust Company

[ \_\_\_\_\_ ]

**SCHEDULE 4**

**WIRE TRANSFER DETAILS FOR QSF BENEFICIARIES**

The Bank of New York Mellon

[ \_\_\_\_\_ ]

The Bank of New York Mellon Trust Company, N.A.

[ \_\_\_\_\_ ]

Deutsche Bank Trust Company Americas

[ \_\_\_\_\_ ]

Deutsche Bank National Trust Company

[ \_\_\_\_\_ ]

U.S. Bank National Association

[ \_\_\_\_\_ ]

Wells Fargo Bank, N.A.

[ \_\_\_\_\_ ]

Law Debenture Trust Company of New York

[ \_\_\_\_\_ ]

HSBC Bank USA National Association

[ \_\_\_\_\_ ]

Citibank, N.A.

[ \_\_\_\_\_ ]

Wilmington Trust Company

[ \_\_\_\_\_ ]

**Exhibit 4**

**THE RESCAP BORROWER CLAIMS TRUST**

**TRUST AGREEMENT**

**BY AND AMONG**

**THE BORROWER CLAIMS TRUSTEE,**

**[THE DELAWARE TRUSTEE],**

**RESIDENTIAL CAPITAL, LLC**

**AND**

**THE OTHER DEBTORS LISTED ON THE SIGNATURE PAGES HERETO**

[•], 2013

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**Exhibits**

Exhibit A – Certificate of Trust

Exhibit B – Initial Borrower Claims Trust Budget

Exhibit C –Trust Committee Members

**THE RESCAP BORROWER CLAIMS TRUST  
TRUST AGREEMENT**

This Borrower Claims Trust Agreement, dated as of [\_\_\_\_], 2013 (this “Borrower Claims Trust Agreement”), is entered into by and among Residential Capital, LLC (“ResCap”), 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 Services, 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 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 and RFC SFJV-2002, LLC (each as a debtor and debtor-in-possession, and collectively, the “Debtors”), [\_\_\_\_], or its successor, as Delaware Trustee, and [\_\_\_\_], or his successor, as the Borrower Claims Trustee.

**RECITALS**

- A. On May 14, 2012, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court.
- B. On or about August 23, 2013, the Debtors filed the Joint Chapter 11 Plan of Residential Capital, LLC, *et al.*, dated August 23, 2013 (as amended and supplemented and as confirmed, the “Plan”, and the related disclosure statement, the “Disclosure Statement”).
- C. On or about August 23, 2013, the Bankruptcy Court approved the Disclosure Statement.
- D. On or about [\_\_\_\_], 2013, the Bankruptcy Court issued an order confirming the Plan.
- E. On [\_\_\_\_], 2013, the Effective Date of the Plan occurred.
- F. The Plan provides for a trust (as so formed and administered in accordance with the terms of this Borrower Claims Trust Agreement, the “Borrower Claims Trust”) to

administer and distribute the Borrower Claims Trust Assets to holders of Borrower Claims that are Allowed on the Effective Date or that become Allowed after the Effective Date.

G. This Borrower Claims Trust Agreement is being executed to establish and provide for the administration of the Borrower Claims Trust and the distribution of Borrower Claims Trust Assets as contemplated by the Plan.

H. The Borrower Claims Trust is intended to qualify as a “qualified settlement fund” within the meaning of Treasury Regulation Section 1.468B-2 and to be exempt from the requirements of the Investment Company Act of 1940 pursuant to Section 3(c)(5) and Sections 7(a) and 7(b) thereof.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, the parties hereto agree as follows:

## **ARTICLE I** **DEFINITIONS**

1.1 Definitions Incorporated from the Plan. Other than the terms defined below or elsewhere in this Borrower Claims Trust Agreement, capitalized terms shall have the meaning assigned to them in the Plan.

### 1.2 Other Definitions.

(a) “**Administrative Funding Payment**” means the one-time cash payment of \$[ ] made to the Borrower Claims Trust by the Liquidating Trust on the Effective Date, which amount represents the amount of the administrative costs and expenses of the Borrower Claims Trust to be funded as of the Effective Date by the Liquidating Trust.

(b) “**Borrower Available Assets**” has the meaning assigned in Section 2.4.

(c) “**Borrower Claims Payment**” has the meaning assigned in Section 4.1(a).

(d) “**Borrower Claims Recovery Percentage**” means (i) in the case of a Borrower Claim against a GMACM Debtor, [30.1%]; (ii) in the case of a Borrower Claim against an RFC Debtor, [9.0%]; and (iii) in the case of a Borrower Claim against ETS, 100%.

(e) “**Borrower Claims Register**” has the meaning assigned in Section 2.4(d).

(f) “**Borrower Claims Trust**” has the meaning assigned in the Recitals.

(g) “**Borrower Claims Trust Administrative Reserve**” means the reserve established for paying costs, fees and expenses, and reserving for liabilities, of the Borrower Claims Trust.

(h) “**Borrower Claims Trust Agents**” means the advisors, professionals, other agents and such other Persons to whom the Borrower Trustee delegates authority, including any disbursement agent, of the Borrower Claims Trust appointed or engaged by the Borrower Claims Trustee in accordance with the provisions of this Borrower Claims Trust Agreement.

(i) “**Borrower Claims Trustee**” means [\_\_\_\_], or his successor, appointed in accordance with this Borrower Claims Trust Agreement.

(j) “**Borrower Claims Trust Agreement**” has the meaning assigned in the Recitals.

(k) “**Borrower Claims Trust Assets**” means (i) all Borrower Available Assets, (ii) Cash constituting Return Amounts returned to the Borrower Claims Trust following the Effective Date in accordance with Section 2.5 and (iii) any interest, income or proceeds of any of the foregoing.

(l) “**Borrower Claims Trust Beneficial Interest**” means a non-transferable and non-assignable uncertificated beneficial interest in the Borrower Claims Trust to be issued to each holder of an Allowed Borrower Claim, other than an Allowed ETS Borrower Claim and an Allowed Borrower Convenience Claim, the amount of which for each holder shall be calculated as provided in Section 3.1, which entitles its holder to receive distributions of Distributable Cash from the Borrower Claims Trust as set forth in this Borrower Claims Trust Agreement.

(m) “**Borrower Claims Trust Budget**” has the meaning assigned in Section 2.9(a).

(n) “**Borrower Claims Trust Website**” means an internet website maintained by the Borrower Claims Trust in accordance with this Borrower Claims Trust Agreement.

(o) “**Borrower Convenience Claim**” means (i) a Claim that would otherwise be classified as an Allowed Borrower Claim, but, (A) in the case of a Claim against a GMACM Debtor, the aggregate Allowed amount of such Claim is, or is reduced to, \$8,500 or less (or such other value as determined by the Trust Committee) and (B) in the case of a claim against an RFC Debtor, the aggregate Allowed amount of such Claim is, or is reduced to, \$28,000 or less (or such other value as determined by the Trust Committee) or (ii) such other Claim or class of Claim that the Trust Committee has determined shall be classified as a Borrower Convenience Claim for purposes of this Borrower Claims Trust Agreement.

(p) “**Borrower Convenience Claim Payment**” means, an amount in Cash equal to \$500.00 (or such other amount determined by the Trust Committee) plus the amount of such Allowed Borrower Convenience Claim multiplied by (i) in the case of an Allowed Borrower Convenience Claim against a GMACM Debtor, [30.1%] and (ii) in the case of an Allowed Borrower Convenience Claim against an RFC Debtor, [9.0%].

(q) “**Business Day**” means any day other than a Saturday, Sunday or legal holiday on which the banks in the City of New York, Borough of Manhattan, are authorized to remain closed.

(r) “**Cause**” means, with respect to the Borrower Claims Trustee, (i) an act of fraud, embezzlement or theft by the Borrower Claims Trustee in connection with the performance of his or her duties under this Borrower Claims Trust Agreement; (ii) intentional misconduct by the Borrower Claims Trustee with respect to the maintenance and disposition of the Borrower Claims Trust Assets; (iii) intentional disclosure of confidential information by the Borrower Claims Trustee in violation of Section 12.8; or (iv) gross negligence by the Borrower Claims Trustee in the performance of his or her duties under this Borrower Claims Trust Agreement.

(s) “**Case Management and Servicing Orders**” means (i) the Order Approving Debtors’ Motion Pursuant to 11 U.S.C. §§ 105(a) and (d), Bankruptcy Rules 1015(c), 2002(m), 7016, and 9007 and Local Bankruptcy Rule 2002-2 for Entry of an Order Approving (A) Supplement to Case Management Order Establishing Mandatory Procedures for Management of Adversary Proceedings Commenced by Borrowers and Former Borrowers and (B) Related Relief [Docket No. 3293], as amended by the Amended Order Approving Debtors’ Motion Pursuant to 11 U.S.C. §§ 105(a) and (d), Bankruptcy Rules 1015(c), 2002(m), 7016, and 9007 and Local Bankruptcy Rule 2002-2 for Entry of an Order Approving (A) Supplemental to Case Management Order Establishing Mandatory Procedures for Management of Adversary Proceedings Commenced by Borrowers and Former Borrowers and (B) Related Relief [Docket No. 3490], and (ii) Order Pursuant to Section 105(a) of the Bankruptcy Code and Bankruptcy Rules 1009, 3007 and 9019(b) Approving (I) Claim Procedures, (II) Borrower Claim Procedures, (III) Settlement Procedures, and (IV) Schedule Amendment Procedures [Docket No. 3294].

(t) “**Certificate of Trust**” means the certificate of trust of the Borrower Claims Trust as required by section 3810 of the Trust Act, substantially in the form set forth in Exhibit A to this Borrower Claims Trust Agreement, and filed in connection with the formation of the Borrower Claims Trust pursuant to the Trust Act.

(u) “**Confidentiality Parties**” has the meaning assigned in Section 12.8.

(v) “**Conflicted Member**” has the meaning assigned in Section 5.4(d).

(w) “**Cooperation Agreement**” means that certain Cooperation Agreement, dated the date hereof, by and between the Borrower Claims Trust and the Liquidating Trust.

(x) “**Debtors**” has the meaning assigned in the Preamble.

(y) “**Delaware Trustee**” means [\_\_\_\_], or its successor, which is appointed in accordance with this Borrower Claims Trust Agreement to comply with the requirement of section 3807 of the Trust Act.

(z) “**Designee**” has the meaning assigned in Section 7.6.

(aa) “**Disputed Borrower Claims**” means Borrower Claims that at any relevant time are Disputed Claims.

(bb) “**Disputed Claims Reserve**” means the reserve of Cash maintained by the Borrower Claims Trust, for distribution to holders of Disputed Borrower Claims that are subsequently Allowed.

(cc) “**Dispute Resolution**” has the meaning assigned in Section 3.7.

(dd) “**Distributable Cash**” means Cash included at any time in the Borrower Claims Trust Assets, other than the Return Amount Reserve, in excess, but without duplication, of (i) the amount of Cash required for making Borrower Claims Payments in respect of Allowed Borrower Claims, (ii) the minimum amount of Cash required be held in the Disputed Claims Reserve for making payments in respect of Disputed Borrower Claims that may become Allowed pursuant to Section 6.3, and (iii) the amount of Cash required to fund the Borrower Claims Trust Administrative Reserve and any other reserve required to be maintained under this Borrower Claims Trust Agreement.

(ee) “**Estimated Amount**” means the estimated amount of a Disputed Borrower Claim, as determined by the Borrower Claims Trustee, which shall either be the filed amount of the Claim or such amount as estimated by the Bankruptcy Court at the request of the Debtors or the Borrower Claims Trust pursuant to Bankruptcy Code section 502(c) or such other estimated amount determined in accordance with the Plan, including Article VIII.A.4. thereof.

(ff) “**ETS Borrower Claim**” means a Borrower Claim against ETS.

(gg) “**Fee and Expense Report**” has the meaning assigned in Section 6.7(c).

(hh) “**Fee Notice Period**” has the meaning assigned in Section 6.7(c).

(ii) “**FDIC**” means the Federal Deposit Insurance Corporation or any successor institution.

(jj) “**Fiscal Year**” means any fiscal year of the Borrower Claims Trust, as provided in Section 2.8 hereof.

(kk) “**KSC Committee Member**” has the meaning assigned in Section 5.1(a).

(ll) “**Plan**” has the meaning assigned in the Recitals.

(mm) “**Plan Documents**” means, collectively, the Plan, the Confirmation Order and this Borrower Claims Trust Agreement.

(nn) “**Return Amount**” has the meaning assigned in Section 2.4(a).

(oo) “**Return Amount Reserve**” means the reserve of Cash maintained by the Borrower Claims Trust for distribution to certain Trust Beneficiaries as provided in Section 6.5.

(pp) “**Tax Authority**” means a federal, state, local, or foreign government, or agency, instrumentality, or employee thereof, court or other body (if any) charged with the administration of any law relating to Taxes.

(qq) “**Taxes**” means all (i) federal, state, local, or foreign taxes, including, without limitation, all net income, alternative minimum, net worth or gross receipts, capital, value added, franchise, profits, estimated, property, transfer and sales or use taxes, and (ii) interest, penalties, fines, additions to tax or additional amounts imposed by any Tax Authority or paid in connection with any item described in clause (i) hereof.

(rr) “**Tax Return**” means a return, declaration, form, election, letter, report, statement, estimate, information return, or other information filed or required to be filed with respect to any Taxes, including any schedule or attachment thereto or amendment thereof, including any claim for a Tax refund.

(ss) “**Trust Act**” means, the Delaware Statutory Trust Act, 12 Del. C. § 3801 et seq., as the same may from time to time be amended, or any successor statute.

(tt) “**Trust Beneficiaries**” means (i) the holders of Allowed Borrower Claims and (ii) any holder of a Disputed Borrower Claim that may in the future be entitled to receive a distribution of Distributable Cash from the Disputed Claims Reserve.

(uu) “**Trust Beneficiary Committee Member**” ” has the meaning assigned in Section 5.1(a).

(vv) “**Trust Committee**” means the committee of individuals appointed to administer and oversee the affairs of the Borrower Claims Trust, as provided in this Borrower Claims Trust Agreement.

(ww) “**Trustee**” means either of the Borrower Claims Trustee or the Delaware Trustee.

1.3 Meanings of Other Terms. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, if appropriate; words importing the singular number shall include the plural number and vice versa; and words importing persons shall include firms, associations, corporations and other entities. All references herein to Articles, Sections and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code; the Bankruptcy Rules; or other law, statute or regulation, refer to the corresponding Articles, Sections and other subdivisions of this Borrower Claims Trust Agreement, and the word “herein” and words of similar import refer to this Borrower Claims Trust Agreement as a whole and not to any particular Article, Section or subdivision of this Borrower Claims Trust Agreement. The term “including” shall mean “including, without limitation.”

**ARTICLE II**  
**CREATION OF BORROWER CLAIMS TRUST**

2.1 Creation of Trust. The Borrower Claims Trust shall be deemed to have been created by the Debtors and the Trustees effective as of the time of filing of the Certificate of Trust. The Borrower Claims Trust shall bear the name “ResCap Borrower Claims Trust” and the Borrower Claims Trustee may, in connection with the exercise of his powers and duties hereunder, either use this name or such variation thereof from time to time.

2.2 Purpose of Borrower Claims Trust.

(a) The Borrower Claims Trust is established for the purpose of directing the reconciliation, processing, liquidation and payment of the Allowed Borrower Claims in accordance with this Borrower Claims Trust Agreement, and preserving, holding and managing the Borrower Claims Trust Assets. For the avoidance of doubt, the Borrower Claims Trust shall be completely independent of the Liquidating Trust, and neither the Liquidating Trust nor its agents shall have any authority over the Borrower Claims Trust or the Borrower Claims Trustee.

(b) This Borrower Claims Trust Agreement is intended to create a trust and a trust relationship and to be governed and construed in all respects as a trust. The Borrower Claims Trust is not intended to be, and shall not be deemed to be or treated as, a general partnership, limited partnership, joint venture, corporation, joint stock company or association, nor shall any of the Trustees or the Trust Beneficiaries, for any purpose be, or be deemed to be or be treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers. The relationship of the Trust Beneficiaries to the Trustees shall be solely that of beneficiaries of a trust and shall not be deemed a principal or agency relationship, and their rights shall be limited to those conferred upon them by this Borrower Claims Trust Agreement.

2.3 Status of Borrower Claims Trust and the Trust Committee.

(a) Subject to the terms of the Confirmation Order, the Borrower Trust shall be the successor-in-interest to the Debtors with respect to any (a) Available Asset constituting Borrower-Related Causes of Action to the extent not waived and released under the Plan and (b) any objection or motion objecting to Borrower Claims that was, is, or could have been commenced or filed, as applicable, by any of the Debtors prior to the Effective Date and shall be deemed substituted for each such Debtor as the party in any such litigation or contested matter.

(b) The Borrower Claims Trust, acting through the Borrower Claims Trustee under the supervision of the Trust Committee, will be the representative of the Estates as that term is used in section 1123(b)(3)(B) of the Bankruptcy Code, with respect to the Borrower-Related Causes of Action and shall have the rights and powers provided in the Bankruptcy Code in addition to any rights and powers granted in the Plan Documents, including, but not limited to, the rights to object to Borrower Claims. The Borrower Claims Trust shall be the successor-in-interest to the Debtors with respect to any and all such matters

and shall be deemed substituted for each such Debtor as the party in any such litigation or contested matter.

(c) All Borrower-Related Causes of Action are preserved and retained and may be enforced by the Borrower Claims Trust pursuant to section 1123(b)(3)(B) of the Bankruptcy Code to the extent not waived and released under the Plan.

#### 2.4 Transfer of Borrower Available Assets.

(a) On the Effective Date, subject to the terms of the Confirmation Order, (i) the Liquidating Trust, in its capacity as disbursing agent for the Debtors, if such distribution is not otherwise made by the Debtors, shall transfer (I) Cash in the amount of \$57,600,000 (A) less any amounts paid by the Debtors to or on behalf of the holders of Allowed Borrower Claims prior to the Effective Date pursuant to the Case Management and Servicing Orders or any other order of the Bankruptcy Court and (B) plus the amount, if any, of the Borrower Trust True-Up, and (II) the Administrative Funding Payment and (ii) the Debtors shall transfer all of the Available Assets constituting Borrower-Related Causes of Action, in the form thereof existing on such date (clauses (i) and (ii) collectively, the “Borrower Available Assets”), in each case, to the Borrower Claims Trust, free and clear of any and all liens, claims, encumbrances and interests (legal, beneficial or otherwise) of all other persons and entities to the maximum extent contemplated by and permissible under section 1141 of the Bankruptcy Code. For the avoidance of doubt, the Borrower-Related Causes of Action shall not include Estates’ claims, rights and remedies with respect to any note and accompanying mortgage or deed of trust originated, owned, acquired or serviced by the Estates as of the Effective Date and any such claim, right or remedy shall constitute an Available Asset to be assigned to the Liquidating Trust; provided, however, the Estates shall expressly reserve and assign to the Borrower Claims Trust, all claims, defenses, set-offs, cross-claims and counterclaims that the Debtors may have against Borrowers with respect to any Borrower Claim. The Borrower Claims Trust shall have such incidents of ownership in such transferred assets as are necessary to undertake the actions and transactions authorized in the Plan Documents. The transfer of the Borrower Available Assets shall be exempt from any stamp, real estate transfer, mortgage recording, sales, use or other similar tax pursuant to section 1146 of the Bankruptcy Code. Upon the transfer of the Borrower Available Assets to the Borrower Claims Trust, such assets shall become Borrower Claims Trust Assets.

(b) Notwithstanding the foregoing, if on the Effective Date, any of the Borrower Available Assets cannot be transferred to the Borrower Claims Trust for any reason, for example, because the Borrower Claims Trust has not yet established accounts for the purpose of holding Cash or because of a restriction on transferability under applicable non-bankruptcy law that is not superseded by section 1123 of the Bankruptcy Code or any other provision of the Bankruptcy Code, the Debtors (or successors thereto) or the Liquidating Trust, as applicable, shall continue to hold such Borrower Claims Trust Assets, as bailee for the account of the Borrower Claims Trust, until such time as the Borrower Claims Trust informs the Debtors (or successors thereto) or the Liquidating Trust, as applicable, that the Borrower Claims Trust may receive such Borrower Available Assets, whereupon such assets shall be promptly transferred to the Borrower Claims Trust and become Borrower Claims Trust Assets; provided that any proceeds realized from such assets retained by the Debtors (or any

successors thereto) or the Liquidating Trust, as applicable, shall nevertheless be deemed to constitute Borrower Claims Trust Assets, and to likewise be held by the Debtors (or successors thereto) or the Liquidating Trust, as applicable, as bailee, and be turned over as soon as practicable to the Borrower Claims Trust pursuant to this Borrower Claims Trust Agreement as if such transfer had not been restricted under applicable non-bankruptcy law. The Borrower Claims Trustee may commence an action in the Bankruptcy Court to resolve any dispute regarding the allocation of the proceeds of any Borrower Available Assets retained by the Debtors (or any successors thereto) or the Liquidating Trust, as applicable, pursuant to the Plan Documents.

(c) On or prior to the Effective Date, the Debtors shall deliver or cause to be delivered to the Liquidating Trust any and all of the Debtors' books and records that relate primarily to or that may be reasonably required in connection with the Borrower Available Assets, whether held by the Debtors, their agents, representatives, advisors, attorneys, accountants and any other professionals hired by the Debtors and provide reasonable access to such employees, agents, advisors, attorneys, accountants or any other Debtor professionals with knowledge of matters relevant to the Borrower Available Assets. The Liquidating Trust shall store and maintain such books and records for the benefit of the Borrower Claims Trust, the Borrower Claims Trustee, and Borrower Claims Trust Agents shall be afforded access to such books and records, in each case, in accordance with the terms of the Cooperation Agreement.

(d) On or prior to the Effective Date, the Debtors shall deliver, or cause to be delivered, to the Borrower Claims Trust a complete list of all Allowed Borrower Claims, including Allowed ETS Borrower Claims, Allowed Borrower Convenience Claims, if any, and Disputed Borrower Claims, reflected on the claims registry (the "Borrower Claims Register") as of the Effective Date. The list shall include the names and addresses of the holders of such Claims and, in the case of Allowed Borrower Claims, Allowed ETS Borrower Claims and Allowed Borrower Convenience Claims, the amounts thereof, and in the case of Disputed Borrower Claims, the amounts thereof as filed and the Estimated Amounts (if any) thereof. The list of Disputed Borrower Claims shall include the details of all objections, including filed objections and identified potential objections (if any), in respect of such the Claims.

(e) The Borrower Claims Trust, as successor-in-interest to the Estates with respect to the Borrower Available Assets, may (i) execute and deliver any instruments, documents, books, and records (including those maintained in electronic format and original documents as may be needed), and (ii) take, or cause to be taken, all such further action in order to evidence, vest, perfect or effectuate the transfer of all of the Borrower Available Assets to the Borrower Claims Trust and consummate transactions contemplated by and to otherwise carry out the intent of the Plan Documents with respect to such assets.

2.5 Borrower Return Amounts. Subject to the Kessler Settlement Agreement [and the Mitchell Settlement Agreement], to the extent a Trust Beneficiary recovers insurance proceeds on account of all or some of an Allowed Borrower Claim, and payments on account of such Allowed Borrower Claim have been made pursuant to this Borrower Claims Trust Agreement, the Trust Beneficiary shall be required to return a portion of such payments received by such Trust Beneficiary to the Borrower Claims Trust, in accordance with Article

IV.F.6. of the Plan (such returned amount, a “Return Amount”). Any Return Amounts received by the Borrower Claims Trust shall be added to the Return Amount Reserve.

2.6 Title to Borrower Claims Trust Assets. Subject to Section 2.4(a), upon the transfer of Available Assets, the Borrower Claims Trust shall succeed to all of the Debtors’ right, title and interest in the Borrower Available Assets, and the Debtors will have no further rights or interest in or with respect to the Borrower Claims Trust Assets or the Borrower Claims Trust.

2.7 No Reversion to Debtors; Distribution of Remaining Assets.

(a) In no event shall any part of the Borrower Claims Trust Assets revert to or be distributed to or for the benefit of any Debtor.

(b) To the extent that after satisfaction in full of all of the costs and expenses of the administration of the Borrower Claims Trust, after all Disputed Borrower Claims have been either Allowed or disallowed, after all Allowed Borrower Claims have been paid pursuant to the Plan Documents, after satisfaction of all other obligations or liabilities of the Borrower Claims Trust incurred or assumed in accordance with the Plan Documents, after the Borrower Claims Trust has made the maximum distribution of Distributable Cash to the Trust Beneficiaries to the extent reasonably practicable, after the Borrower Claims Trust has distributed all of the Cash held in the Return Amount Reserve in accordance with Section 6.5, and after the affairs of the Borrower Claims Trust have been finally wound up and concluded in accordance with the provisions of Article XI hereof and section 3808 of the Trust Act, there shall remain any Borrower Claims Trust Assets, the Borrower Claims Trust shall distribute such remaining Borrower Claims Trust Assets to an organization, selected by the Trust Committee, described in section 501(c)(3) of the Tax Code and exempt from U.S. federal income tax under section 501(a) of the Tax Code that is unrelated to the Debtors, the Borrower Claims Trust or the Borrower Claims Trustee.

2.8 Fiscal Year. Except for the first and last years of the Borrower Claims Trust, the Fiscal Year of the Borrower Claims Trust shall be the calendar year. For the first and last years of the Borrower Claims Trust, the Fiscal Year of the Borrower Claims Trust shall be such portion of the calendar year that the Borrower Claims Trust is in existence. The terms fiscal quarter, or similar references, as used in this Borrower Claims Trust Agreement, shall have a correlative meaning.

2.9 Borrower Claims Trust Budget.

(a) There shall be prepared an annual plan and budget for the Borrower Claims Trust (any such plan and budget, as it may be amended from time to time in accordance with the terms hereof, the “Borrower Claims Trust Budget”) for each Fiscal Year, except that the Borrower Claims Trust Budget for the first Fiscal Year, if less than six calendar months, may be combined with the Borrower Claims Trust Budget for the next succeeding Fiscal Year, and the Borrower Claims Trust Budget for the last Fiscal Year, if less than six calendar months, may be combined with the Borrower Claims Trust Budget for the immediate prior Fiscal Year, unless the Trust Committee determines that a Borrower Claims Trust Budget is

not necessary for such Fiscal Year. Except as otherwise determined by the Trust Committee, the Borrower Claims Trust Budget shall set forth (on an annual basis) in reasonable detail the anticipated expenses of the Borrower Claims Trust for the relevant period and the sources of funding available to satisfy the expenses.

(b) The initial Borrower Claims Trust Budget is attached as Exhibit B to this Borrower Claims Trust Agreement. Except as otherwise approved by the Trust Committee, the form of each Borrower Claims Trust Budget shall be substantially the same as the form of the initial Borrower Claims Trust Budget.

(c) Not less than thirty (30) days before the beginning of each Fiscal Year (other than the first Fiscal Year and other than the second Fiscal Year, if the initial Borrower Claims Trust Budget covers such Fiscal Year and other than the last Fiscal Year, if the Borrower Claims Trust Budget for the next preceding Fiscal Year covers such Fiscal Year), the Borrower Claims Trustee shall submit to the Trust Committee a proposed Borrower Claims Trust Budget for such Fiscal Year, together with a comparison to the Borrower Claims Trust Budget then in effect and an explanation of the differences between the two in reasonable detail. The Borrower Claims Trust Budget for such Fiscal Year shall not become effective until approved by the Trust Committee, and until so approved, the Borrower Claims Trust Budget for the prior year shall constitute the Borrower Claims Trust Budget for the subsequent year on an interim basis.

(d) Amendments, if any, to the Borrower Claims Trust Budget shall not become effective unless and until approved by the Trust Committee.

(e) Except as otherwise approved by the Trust Committee, the amount expended in any Fiscal Year (or, if the initial or final Borrower Claims Trust Budget shall cover a combined period as provided above, in such combined period) on any item of expense set forth in the Borrower Claims Trust Budget shall not exceed by more than twenty percent (20)% the budgeted amount therefor set forth in the Borrower Claims Trust Budget for the relevant Fiscal Year.

2.10 Insurance. The Borrower Claims Trust shall maintain customary insurance coverage for the protection of the Trustees and Trust Committee (which coverage shall be primary to any other coverage potentially available to such Persons), and may procure insurance coverage for such employees and Borrower Claims Trust Agents as the Trust Committee may determine in its discretion, and the cost thereof shall be reflected in the Borrower Claims Trust Budget.

#### 2.11 Books and Records.

(a) The Borrower Claims Trustee shall cause to be stored and maintained books and records for the period commencing on the date hereof through the termination of the Borrower Claims Trust, containing such information concerning the Borrower Claims Trust Assets, the conduct of the affairs of the Borrower Claims Trust and the Trust Beneficiaries, in such detail and for such periods of time as may be necessary to enable the Borrower Claims Trust to make full and proper accounting in respect thereof and to comply with applicable

provisions of law. Such books and records shall be maintained on a modified cash or other comprehensive basis of accounting necessary to facilitate compliance with the tax reporting requirements of the Borrower Claims Trust.

(b) The Borrower Claims Trust shall be authorized without further application to the Bankruptcy Court or notice to any party, to abandon or otherwise destroy books and records (whether in electronic or paper format) in accordance with Section 11.2.

(d) Anything in the Trust Act to the contrary notwithstanding, no Trust Beneficiary shall have the right to obtain from the Borrower Claims Trust any of its books or records except as expressly provided in this Borrower Claims Trust Agreement or as may otherwise be expressly permitted by the Borrower Claims Trustee.

2.12 No Interest or Accruals. Except as otherwise may be expressly provided in the Plan Documents, holders of Borrower Claims shall not be entitled to interest on the distributions provided for in this Borrower Claims Trust Agreement, regardless of whether such distributions are deliverable on or at any specified time after the Effective Date.

### **ARTICLE III** **TRUST BENEFICIARIES**

3.1 Receipt of Borrower Claims Trust Beneficial Interest. Subject to Section 4.1(c), on the Effective Date, each holder of an Allowed Borrower Claim as of the Effective Date shall be deemed to receive a Borrower Claims Trust Beneficial Interest in an amount corresponding to the amount of such holder's Allowed Claim multiplied by the applicable Borrower Claims Recovery Percentage. Subject to Section 4.1(c), the holder of a Borrower Claim that is a Disputed Claim on the Effective Date and that subsequently becomes Allowed, in whole or in part, shall be deemed to receive a Borrower Claims Trust Beneficial Interest in an amount corresponding to the amount of such holder's Allowed Claim multiplied by the applicable Borrower Claims Recovery Percentage at such time as such Claim becomes Allowed.

3.2 Evidence of Borrower Claims Trust Beneficial Interest. Ownership of a Borrower Claims Trust Beneficial Interest shall be evidenced by appropriate notation on the books and records maintained for that purpose by the Borrower Claims Trust or an agent of the Borrower Claims Trust. Such notation shall be conclusive absent manifest error, and the Borrower Claims Trust and the Borrower Claims Trustee shall treat each Person whose name is recorded on the books and records of the Borrower Claims Trust as aforesaid as the owner of the Borrower Claims Trust Beneficial Interest indicated therein for all purposes of this Borrower Claims Trust Agreement, notwithstanding notice to the contrary. The notation shall be in such form as the Borrower Claims Trustee shall determine, but shall correspond in amount or quantity to the amount of the Allowed Borrower Claim in respect of which the Borrower Claims Trust Beneficial Interest was issued. A Trust Beneficiary shall be deemed the "holder of record" of such beneficiary's Borrower Claims Trust Beneficial Interest for purposes of all applicable laws, rules and regulations. The Borrower Claims Trustee shall, upon the written request of a Trust Beneficiary, provide reasonably adequate documentary evidence of such Trust Beneficiary's Borrower Claims Trust Beneficial Interest; provided that

the Borrower Claims Trustee shall not be required to provide such evidence to a Trust Beneficiary in response to more than one request of such Trust Beneficiary during any twelve-month period. The expense (including Borrower Claims Trustee fees and professional fees) of providing such documentation shall be borne by the requesting Trust Beneficiary.

3.3 Non-Transferability of the Borrower Claims Trust Beneficial Interests. Borrower Claims Trust Beneficial Interests shall not be transferable or assignable except by will, intestate succession or operation of law; provided that any transfer or assignment of a Borrower Claims Trust Beneficial Interest by will, intestate succession or operation of law shall not be effective unless and until such transfer or assignment is recorded on the books and records of the Borrower Claims Trust maintained for that purpose, as provided in Section 3.2. Notwithstanding any other provision to the contrary, the Borrower Claims Trustee may disregard any purported transfer or assignment of Borrower Claims Trust Beneficial Interests by will, intestate succession or operation of law if necessary information (as reasonably determined by the Borrower Claims Trustee), including applicable Tax-related information, is not provided by such purported transferee or assignee to the Borrower Claims Trustee.

3.4 Borrower Claims Trust Beneficial Interests Not Securities. The Borrower Claims Trust Beneficial Interests shall not constitute “securities” and shall not be registered pursuant to the Securities Act of 1933, as amended, or any state securities law. However, if it should be determined that the Borrower Claims Trust Beneficial Interests constitute “securities,” the exemption provisions of section 1145 of the Bankruptcy Code shall apply to the Borrower Claims Trust Beneficial Interests.

3.5 Rights of Trust Beneficiaries. Each Trust Beneficiary shall be entitled to participate in the rights and benefits due to a Trust Beneficiary hereunder on account of its Borrower Claims Trust Beneficial Interest. Each Trust Beneficiary shall take and hold the same, subject to all the terms and conditions of the Plan Documents. The interest of a Trust Beneficiary is hereby declared and shall be, in all respects, personal property.

3.6 Interest Beneficial Only. Except as expressly provided hereunder, a Trust Beneficiary shall have no title to, right to, possession of, management of or control of the Borrower Claims Trust or the Borrower Claims Trust Assets. The ownership of a Borrower Claims Trust Beneficial Interest in the Borrower Claims Trust shall not entitle any Trust Beneficiary to any title in or to the Borrower Claims Trust Assets or to any right to call for a partition or division of such assets or to require an accounting, except as specifically provided herein.

3.7 Conflicting Claims. If any conflicting claims or demands are made or asserted with respect to a Borrower Claims Trust Beneficial Interest, the Borrower Claims Trust (as determined by the Trust Committee at its sole election or by the Borrower Claims Trustee pursuant to delegated authority of the Trust Committee) shall be entitled to refuse to comply with any such conflicting claims or demands. In so refusing, the Borrower Claims Trust may elect to make no payment or distribution with respect to the Borrower Claims Trust Beneficial Interest at issue subject to the claims or demands involved, or any part thereof, and the Borrower Claims Trust shall be entitled to refer such conflicting claims or demands to the Bankruptcy Court, which shall have exclusive and continuing jurisdiction over resolution of

such conflicting claims or demands. Neither the Borrower Claims Trust, the Trust Committee nor the Borrower Claims Trustee shall be or become liable to any party for either (x) the election to continue making payments or distributions pursuant to its books and records, without regard to the conflicting claims or demands; or (y) the election to cease payments or distributions with respect to the subject Borrower Claims Trust Beneficial Interest(s). In the event that the Borrower Claims Trust elects to cease payments, it shall be entitled to refuse to act until either (i) the rights of the adverse claimants have been adjudicated by a Final Order of the Bankruptcy Court (or such other court of proper jurisdiction) or (ii) all differences have been resolved by a written agreement among all of such parties and the Borrower Claims Trust, which agreement shall include a complete release of the Borrower Claims Trust, the Trust Committee and the Borrower Claims Trustee in form and substance reasonably satisfactory to the Trust Committee (the occurrence of either (i) or (ii), a “Dispute Resolution”). Promptly after a Dispute Resolution is reached, the Borrower Claims Trust shall transfer the payments and distributions, if any, held in the segregated account, together with any interest and income earned thereon, if any, in accordance with the terms of such Dispute Resolution.

3.8 Trust Beneficiary Liability to Third Persons. No Trust Beneficiary shall be subject to any personal liability whatsoever, in tort, contract or otherwise, to any person in connection with the Borrower Claims Trust Assets or the affairs of the Borrower Claims Trust to the fullest extent provided by section 3803(a) of the Trust Act.

3.9 Actions in the Right of the Borrower Claims Trust. No Trust Beneficiary shall have the right to bring an action in the right of the Borrower Claims Trust to recover a judgment pursuant to section 3816 of the Trust Act unless such Trust Beneficiary or Trust Beneficiaries individually or collectively own ten percent (10%) or more of the total Borrower Claims Trust Beneficial Interests outstanding.

#### **ARTICLE IV** **SATISFACTION OF BORROWER CLAIMS**

##### 4.1 General.

(a) Each holder of an Allowed Borrower Claim shall be entitled to receive (i) Cash in an amount equal to the Allowed amount of such Claim multiplied by the applicable Borrower Claims Recovery Percentage (a “Borrower Claims Payment”) and (ii) its Borrower Claim Trust Beneficial Interest, as provided in Section 3.1. For the avoidance of doubt, any insurance proceeds to which a holder of an Allowed Borrower Claim may be entitled shall be in addition to, and not inclusive of, a Borrower Claims Payment, subject to the right of the Borrower Claims Trust to any Return Amounts pursuant to Section 2.5, and any Cash distributions from the Return Amount Reserve shall be made in accordance with Section 6.5(b).

(b) For the purposes of determining the Allowed amount of a Borrower Claim, if such Borrower Claim constitutes, in whole or in part, a Consent Order Borrower Claim, the Allowed amount of such Borrower Claim shall be reduced to the extent paid pursuant to the Consent Order or any settlement of the Debtors’ obligations thereunder, without further order of the Bankruptcy Court.

(c) Notwithstanding the provisions of subsection (a) above, (i) each holder of a Borrower Convenience Claim that is or becomes Allowed shall receive a payment in Cash in an amount equal to the Borrower Convenience Claim Payment with respect to such Claim and (ii) each holder of an ETS Borrower Claim that is or becomes Allowed shall receive a Borrower Claim Payment with respect to such Claim. For the avoidance of doubt, the payments received by holders of Borrower Convenience Claims and ETS Borrower Claims pursuant to this Section 4.1(c) shall represent the full and final satisfaction of such Claims and such holders shall not receive Borrower Claims Trust Beneficial Interests.

(d) The Borrower Claims Payment is intended to be comparable to the recovery that the holder of an Allowed Claim in the same amount against the same Debtor Group would realize from distributions made by the Liquidating Trust on Units issued to Unitholders with respect to such Allowed Claim, based on the value of the Liquidating Trust Assets available for distribution to Unitholders as of the Effective Date (without, in each case, giving effect to any insurance proceeds, including proceeds from the GM Policies that may be received in respect of certain Allowed Borrower Claims or to the time delay in receipt of distributions in respect of the Units). Notwithstanding the foregoing and subject to the terms of the Confirmation Order, the allocated share of Cash available for distributions from the Borrower Claims Trust shall be solely determined by the provisions of this Borrower Claims Trust Agreement, and not by the Liquidating Trust Agreement or any other Plan Document.

#### 4.2 Borrower Claims Payments.

(a) As soon as practicable following the Effective Date, the Borrower Claims Trust shall make a Borrower Claims Payment to each holder of a Borrower Claim that is Allowed as of the Effective Date.

(b) Each holder of a Borrower Claim that was not Allowed as of the Effective Date and that is subsequently Allowed, in whole or in part, shall receive from the Disputed Claims Reserve a Borrower Claims Payment in respect of such Claim following the date such Claim becomes Allowed. Such Borrower Claims Payments shall be made at such time and from time to time as determined by the Trust Committee, provided that a Borrower Claims Payment shall be made no later than ninety (90) days following date on which the respective Borrower Claim becomes Allowed.

(c) At the time a Borrower Claims Payment is made in respect of a Borrower Claim that becomes Allowed following the Effective Date, there shall also be paid to the holder of such Borrower Claim from the Disputed Claims Reserve an amount of Cash equal to all distribution that the holder of a Borrower Claims Trust Beneficial Interest corresponding to such Allowed Borrower Claim would have received had such holder received such Borrower Claims Trust Beneficial Interest as of the Effective Date; provided, that with respect to Borrower Convenience Claims and ETS Borrower Claims that become Allowed following the Effective Date, there shall be paid to each such holder of a Borrower Convenience Claim or ETS Borrower Claim, such amounts that such holder would have received under Section 4.1(c) had such Claim been Allowed as of the Effective Date.

(d) Notwithstanding anything to the contrary herein, the Borrower Claims Trust shall in no event be obligated to make any payment to a holder of a Borrower Claim, whether by Borrower Claims Payment or distribution in respect of a Borrower Claims Trust Beneficial Interest or otherwise, in the event the total amount of such Borrower Claim, after giving effect to payment of any Return Amount, has been satisfied in full, and such holder has collected the total amount of such Borrower Claim, whether through the receipt of insurance proceeds, payments hereunder, other sources or a combination of the foregoing, or otherwise.

#### 4.3 Distributions of Distributable Cash.

(a) Subject to Section 6.5, if at any time, the Trust Committee determines that there exists any Distributable Cash held by the Borrower Claim Trust, including Cash in the Disputed Claims Reserve, in excess of the minimum amount specified in Section 6.3, the Trust Committee may, but shall not be required to, make a distribution of all or part of such Distributable Cash to holders of Borrower Claims Trust Beneficial Interests. Such distribution shall be made pro rata to all holders of Borrower Claims Trust Beneficial Interests; provided that in connection with such distribution the Disputed Claims Reserve shall be deemed to have a Borrower Claims Trust Beneficial Interest corresponding to the Estimated Amount of all Disputed Borrower Claims as of the relevant time. The Trust Committee shall establish a record date, which shall be no earlier than fifteen (15) calendar days prior to the date of the distribution, for the purpose of determining the holders of Borrower Claims Trust Beneficial Interests entitled to receive such distribution and the Borrower Claims Trust Beneficial Interest deemed held for these purposes by the Disputed Claims Reserve.

(b) At such time as all Cash in the Disputed Claims Reserve shall have been distributed, and Borrower Claim Payments have been made to all holders of Allowed Borrower Claims, any remaining Distributable Cash shall be distributed to the holders of Borrower Claims Trust Beneficial Interests pro rata.

4.4 Delivery of Payments and Distributions. Subject to Bankruptcy Rule 9010, and except as provided in this Section 4.4, all payments and distributions to any holder of an Allowed Borrower Claim shall be made at the address of such holder as set forth on the Borrower Claims Register delivered to the Borrower Claims Trust pursuant to Section 2.4(d), unless the Debtors or the Borrower Claims Trustee has been notified in writing of a change of address, including, without limitation, by the filing of a proof of Claim by such holder that contains an address for such holder different than the address of such holder as set forth on the Borrower Claims Register.

4.5 Undeliverable and Unclaimed Payments and Distributions. In the event that any payment or distribution to any holder of an Allowed Borrower Claim or Allowed Borrower Convenience Claim is returned as undeliverable, the Borrower Claims Trust in consultation with the Borrower Claims Trustee shall use commercially reasonable efforts to determine the current address of each holder, but no payment or distribution to such holder shall be made unless and until the Borrower Claims Trust has determined the then current address of such holder; provided, however, that all payments and distributions made pursuant to this Borrower Claims Trust Agreement that are unclaimed for a period of six (6) months after payment or distribution thereof shall be deemed unclaimed property under section 347(b)

of the Bankruptcy Code and revested in the Borrower Claims Trust and any entitlement of any holder of any Claims to such payments or distributions shall be extinguished and forever barred. The Borrower Claims Trust shall have no further obligation to make any payment or distribution to the holder of such Claim on account of such Claim, and any entitlement of any holder of such Claim to any such payments or distributions shall be extinguished and forever barred; provided, however, that the holder of such Claim may receive future payments or distributions on account of such Claim by contacting the Borrower Claims Trustee prior to the final distribution by the Borrower Claims Trust pursuant to Section 4.3(b).

4.6 Withholding and Reporting Requirements. The Borrower Claims Trust may withhold and pay to the appropriate Tax Authority all amounts required to be withheld pursuant to the Tax Code or any provision of any foreign, state or local tax law with respect to any payment or distribution to the Trust Beneficiaries. All such amounts withheld and paid to the appropriate Tax Authority (or placed in escrow pending resolution of the need to withhold) shall be treated as amounts distributed to such holders for all purposes of the Plan and this Borrower Claims Trust Agreement. The Borrower Claims Trust shall be authorized to collect such tax information from the Trust Beneficiaries including social security numbers or other tax identification numbers) as it in its sole discretion deems necessary to effectuate the Plan and this Borrower Claims Trust Agreement. To receive distributions under the Plan, the Trust Beneficiaries shall be required to identify themselves to the Borrower Claims Trust and provide tax information and the specifics of their holdings, to the extent the Borrower Claims Trust or such disbursing agent deems appropriate (including completing the appropriate Internal Revenue Service Form W-8 or Internal Revenue Service Form W-9, as applicable to each holder). The Borrower Claims Trust may refuse to make a distribution to any Trust Beneficiary that fails to furnish such information in a timely fashion, until such information is delivered; provided, however, that, upon the delivery of such information by a Trust Beneficiary, the Borrower Claims Trust shall make such distribution to which the Trust Beneficiary is entitled, without interest; and provided further that, if the holder fails to comply with such a request within one (1) year, such distribution shall be deemed an unclaimed distribution to be treated as the Trust Committee determines in its discretion; and provided further that, if the Borrower Claims Trust fails to withhold in respect of amounts received or distributable with respect to any such holder and the Borrower Claims Trust is later held liable for the amount of such withholding, such holder shall reimburse the Borrower Claims Trust for such liability including interest, penalties, fines and other additions thereto. Notwithstanding the foregoing, each Trust Beneficiary that receives a distribution under the Plan shall have the sole and exclusive responsibility for the payment of any Taxes imposed by any governmental unit, including income, withholding and other Taxes, on account of such distribution.

4.7 Disbursing Agent. Upon prior approval by the Trust Committee, the Borrower Claims Trustee may engage one or more agents to make payments and distributions. References in this Borrower Claims Trust Agreement to distributions by the Borrower Claims Trust shall include distributions made by a disbursing agent.

4.8 Minimum Payments; Other Limitations. No Cash payment of less than \$50.00 shall be made by the Borrower Claims Trust to a holder of an Allowed Claim on account of such Allowed Claim. If a holder of an Allowed Claim would be entitled to receive less than \$50.00 as of the time of a particular payment, but would be entitled to receive more

than \$50.00 in combination with later payments or distributions, the Borrower Claims Trust will combine such payments with later payments or distributions to such holder of an Allowed Claim so that such holder may eventually be entitled to a payment or distribution of at least \$50.00 in value. Whenever any payment of Cash of a fraction of a dollar would otherwise be required, the actual payment shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars or less being rounded down.

4.9 Subordination. All distributions pursuant to this Borrower Claims Trust Agreement shall be subject to the subordination provisions of the Plan. The Borrower Claims Trust reserves the right to seek subordination of any Claim in accordance with applicable law.

## **ARTICLE V**

### **TRUST COMMITTEE**

5.1 General. The affairs of the Borrower Trust shall be managed by, or under the direction, of the Trust Committee, which shall have such powers and authority as are provided in this Article V and as elsewhere set forth in this Borrower Trust Agreement and in the Trust Act.

#### 5.2 Membership

(a) The Trust Committee shall consist of no more than three (3) members, one of whom shall be either a member of the Kessler Settlement Class or a representative of counsel for the Kessler Settlement Class (the "KSC Committee Member"). Each other initial member of the Trust Committee shall be a Borrower (or representative thereof) that holds a Borrower Claims Trust Beneficial Interest appointed by counsel for the Kessler Settlement Class with the consent of the Plan Proponents, which consent shall not be unreasonably withheld (each such other member, a "Trust Beneficiary Committee Member"). Each member of the Trust Committee shall be a natural person at least 18 years of age. The identity of the initial members of the Borrow Claims Trust Committee, including the KSC Committee Member and the Trust Beneficiary Committee Members, if any, is set forth on Exhibit C hereto.

(b) Each member of the Trust Committee shall hold office until the earlier of (i) the termination of the Borrower Claims Trust, (ii) the resignation, death, incapacity or bankruptcy of such member, or (iii) the removal of such member by counsel for the Kessler Settlement Class. In the event of a vacancy on the Trust Committee resulting from the foregoing clauses (ii) or (iii), a replacement KSC Committee Member or Trust Beneficiary Committee Member, as applicable, shall be appointed by the representatives of the Kessler Settlement Class.

(c) The Trust Committee shall act by affirmative consent of a majority of the members constituting the Trust Committee, unless otherwise provided in this Borrower Claims Trust Agreement, given at a meeting called for that purpose, or by written consent in lieu of meeting, in accordance with this Borrower Claims Trust Agreement. Members of the Trust Committee may vote by proxies duly authorized in writing.

(d) In the event that, following the failure of counsel for the Kessler Settlement Class to appoint a successor member when required pursuant to Section 5.2(b), there is at any time no member on the Trust Committee, the Borrower Claims Trustee may serve as a temporary member of the Trust Committee while promptly filing a motion with the Bankruptcy Court for approval, after notice and hearing, of a successor member as designated by the Borrower Claims Trustee in the motion.

(e) The Borrower Claims Trustee shall, as frequently as requested by the Trust Committee, provide the Trust Committee with an update (verbal or written, as determined by the Trust Committee) as to the various actions the Borrower Claims Trustee has taken (or declined to take) during the relevant time period, and shall offer the Trust Committee an opportunity to ask questions with respect to such actions or inactions. The Borrower Claims Trustee shall, on a regular basis, inform the Trust Committee of actions that the Borrower Claims Trustee is pursuing and is planning to pursue in connection with the discharge of the Borrower Claims Trustee's duties and responsibilities pursuant to the Plan Documents, including with respect to the resolution or prosecution of Borrower Claims and Borrower-Related Causes of Action. The Borrower Claims Trustee shall seek the advice, consent, and approval of the Trust Committee when required by the Plan Documents.

5.3 Authority. The Trust Committee shall be responsible for exercising the authority and performing the obligations of the Borrower Claims Trust expressly provided for in this Borrower Claims Trust Agreement and otherwise giving effect to the intents and purposes of this Borrower Claims Trust Agreement. Without limiting the generality of the preceding sentence, and in furtherance thereof, the Trust Committee shall be expressly authorized and empowered to undertake, acting as appropriate through the Borrower Claims Trustee, the following actions on behalf of the Borrower Claims Trust, without the need for any additional approvals, authorization, or consents and without any further notice to or action, order or approval of the Bankruptcy Court; provided, that all such actions are undertaken in a manner consistent with the purposes of the Borrower Claims Trust (a) review and supervise the activities of the Borrower Claims Trustee, (b) have authority to remove and replace the Borrower Claims Trustee in accordance with Article VI hereof and (c) perform all other actions specified to be performed by the Trust Committee in this Borrower Claims Trust Agreement and the Plan Documents.

5.4 Meetings of the Trust Committee.

(a) Meetings of the Trust Committee may be called by any member of the Trust Committee, by delivery of written notice of the time and place of such special meeting to each member of the Trust Committee by personal delivery, facsimile or other means of electronic communication at least two (2) Business Days prior to such meeting.

(b) The presence at a meeting of all of the members of the Trust Committee shall constitute a quorum for the transaction of business at such meeting of the Trust Committee, but if less than all members are present at a meeting, any member of the Trust Committee present may adjourn the meeting from time to time. When a meeting is adjourned to another time or place (whether or not a quorum is present), notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the

adjournment is taken. At the adjourned meeting, the Trust Committee may transact any business which might have been transacted at the original meeting.

(c) Meetings may be held in person within or without the State of Delaware, telephonically or electronically, and upon such notice as may be determined from time to time in accordance with the rules and procedures adopted by the Trust Committee, and any member of the Trust Committee who participates by such means shall be deemed to be present for purposes of quorum under Section 5.4(b). Members of the Trust Committee may also act by written consent in lieu of a meeting, which consent may be less than unanimous, provided each of the members of the Trust Committee shall have received notice of the action to be taken by written consent in lieu of a meeting at least two (2) Business Days in advance of the effectiveness thereof. Any such written consents shall be filed with the minutes of the proceedings of the Trust Committee

(d) Individual members of the Trust Committee may participate in discussions at meetings, but shall recuse themselves from any confidential discussion designated as such by the other members of the Trust Committee and from voting on any proposed action by the Borrower Claims Trustee that involves (i) an objection to any Borrower Claim held by such member or by the Trust Beneficiary that any member represents, or any Insider (as defined in section 101(31) of the Bankruptcy Code) of such member or Trust Beneficiary (such member, a "Conflicted Member"), (ii) the initiation by the Borrower Claims Trustee of any litigation or prosecution of any Borrower-Related Cause of Action against the Conflicted Member or the Trust Beneficiary represented by such member, (iii) the settlement of any Borrower-Related Cause of Action against the Conflicted Member or the Beneficiary represented by such member, or (iv) any other matter as to which the any member or the Trust Beneficiary represented by such member that presents a conflict of interest.

5.5 Compensation. Other than (a) a fee of \$250.00 per meeting of the Trust Committee or any committee thereof in the case of a Trust Beneficiary Committee Member who is not a Borrower Claims Trust Agent and (b) the reasonable expenses, if any, of attendance at such meetings, the members of the Trust Committee shall not be entitled to compensation for time spent in preparation for and participation in meetings of the Trust Committee or any committee thereof; provided, however, that nothing contained herein shall preclude a member of the Trust Committee who is a Borrower Claims Trust Agent engaged to perform services from charging for services that are professional in nature in connection with a meeting of the Trust Committee. Fees payable to members of the Trust Committee pursuant to this Section 5.5 shall be satisfied from the Borrower Claims Trust Administrative Reserve.

5.6 Bylaws. The Trust Committee may adopt bylaws or protocols which shall contain such additional provisions, procedures and protocols for the governance of the Borrower Claims Trust and as shall be determined from time to time by the Trust Committee; provided that no such provisions, procedures and protocols shall in any way be inconsistent with the terms of this Borrower Claims Trust Agreement or the other Plan Documents.

**ARTICLE VI**  
**OPERATION OF THE BORROWER CLAIMS TRUST**

6.1 Prohibited Activities.

(a) The Borrower Claims Trustee and the Borrower Claims Trust Agents shall hold the Borrower Claims Trust out as a trust in the process of liquidation, whose activities are limited to the liquidation of the Borrower Claims Trust Assets on behalf, and for the benefit, of the Trust Beneficiaries and the other purposes set forth in this Borrower Claims Trust Agreement. Without limiting the foregoing, the Borrower Claims Trust shall not hold itself out as an investment company, and no part of the Borrower Claims Trust Assets shall be caused by the Borrower Claims Trustee to be used or disposed of in furtherance of any trade or business.

6.2 Resolution of Disputed Borrower Claims.

(a) The Borrower Claims Trustee, or one or more Borrower Claims Trust Agents designated by the Borrower Claims Trustee if, and to the extent, authorized by the Trust Committee, shall be authorized to resolve, on behalf of the Borrower Claims Trust, all Disputed Borrower Claims without further Bankruptcy Court order, provided, however, that the Borrower Claims Trustee must obtain the prior approval of the Trust Committee in the event the resolution of a Disputed Borrower Claim would result in an Allowed Claim that exceeds \$100,000. Without limiting the foregoing, the Borrower Claims Trust may, as successor-in-interest to the Debtors, continue to prosecute objections to Borrower Claims pursuant to the Case Management and Servicing Orders as the same may be amended or replaced from time to time or pursuant to any other order of the Bankruptcy Court, as determined by the Trust Committee.

(b) If the Borrower Claims Trust and the holder of a Disputed Borrower Claim are unable to reach a settlement on a Disputed Borrower Claim, or if the Borrower Claims Trust determines to disallow a Disputed Borrower Claim, such Disputed Borrower Claim shall be submitted to the Bankruptcy Court for adjudication by way of an objection to such Borrower Claim. If it is determined that the Bankruptcy Court does not have jurisdiction to resolve any Disputed Borrower Claim, then such Disputed Borrower Claim shall be submitted to the District Court or other court of appropriate jurisdiction for resolution. The Borrower Claims Trust shall file with the Bankruptcy Court a quarterly notice of Disputed Borrower Claims resolved and/or settled during the prior quarter following the end of each fiscal quarter, starting with the first complete fiscal quarter after the Effective Date.

(c) Disputed Borrower Claims that become Allowed, in whole or in part, shall be satisfied exclusively out of the Disputed Claims Reserve, in the manner provided in Article IV, and in the order in which such Disputed Borrower Claims are Allowed. In the event the Cash remaining in the Disputed Claims Reserve shall be insufficient to satisfy all of the Disputed Borrower Claims that have become Allowed and are due to be satisfied with distributions from the Disputed Claims Reserve, such Disputed Borrower Claims shall be satisfied pro rata in proportion to their respective Allowed Claim amounts. After (i) all Cash has been distributed from the Disputed Claims Reserve, (ii) no available Cash remains in the

Borrower Claims Trust Assets that is not otherwise reserved for use for other purposes in accordance with the provisions of this Borrower Claims Trust Agreement, and (iii) the Trust Committee does not have a reasonable expectation that additional funds will be added to the Borrower Claims Trust Assets in the future, no further distributions shall be made in respect of Disputed Borrower Claims.

(d) The Trust Committee may, from time to time, make immaterial technical adjustments, or seek an adjusted determination from the Bankruptcy Court of, the Estimated Amounts of the Disputed Borrower Claims.

### 6.3 Disputed Claims Reserve.

(a) On or as soon as practicable following the Effective Date, the Borrower Claims Trust shall establish the Disputed Claims Reserve.

(b) The Borrower Claims Trustee shall, at the direction of the Trust Committee, cause to be added to and maintained in the Disputed Claims Reserve, from time to time, at least that amount of Cash sufficient (i) to make Borrower Claims Payments in respect of all Disputed Borrower Claims or in the case of Borrower Convenience Claims or ETS Borrower Claims, the amount provided in Section 4.1(c), as if such Claims had been Allowed in the amount of their respective Estimated Amounts and (ii) to pay to such holders, other than in respect of Borrower Convenience Claims and ETS Borrower Claims, the amount of all distributions made to holders of Borrower Claims Trust Beneficial Interests since the Effective Date as if such holders of Disputed Borrower Claims had received Borrower Claims Trust Beneficial Interest corresponding to the Estimated Amount of such Claims; provided that Cash shall only be required to be added to the Disputed Claims Reserve to the extent of available Cash included in the Borrower Claims Trust Assets that is not otherwise reserved for use for other purposes in accordance with the provisions of this Borrower Claims Trust Agreement.

(c) All Cash held in the Disputed Claims Reserve shall be maintained with a United States FDIC insured financial institution, and may be maintained in an interest-bearing account, as the Trust Committee may from time to time determine. The Cash in the Disputed Claims Reserve shall be held separately and shall not be commingled with any other Cash constituting Borrower Claims Trust Assets.

### 6.4 Borrower Claims Trust Administrative Reserve.

(a) On the Effective Date, there shall be established a Borrower Claims Trust Administrative Reserve for the purpose of maintaining Cash allocated and retained by the Borrower Claims Trust from time to time in an amount necessary (subject to the Borrower Claims Trust Budget) to satisfy reasonable costs and expenses of the Borrower Claims Trust and other obligations and liabilities incurred, assumed or reasonably anticipated by the Borrower Claims Trust (or to which the Borrower Claims Trust Assets are otherwise subject) in accordance with the Plan Documents, including without limitation (i) fees and costs incurred in connection with the protection, preservation, liquidation and distribution of the Borrower Claims Trust Assets; (ii) the fees and costs incurred in connection with investigating, prosecuting and resolving Disputed Borrower Claims and other Borrower-Related Causes of

Action; (iii) the fees and costs of maintaining the Disputed Claims Reserve, the Borrower Claims Trust Administrative Reserve and the Return Amount Reserve; (iv) reserves for any judgments, settlements or other Cash liabilities or potential liabilities that are or may be payable by the Borrower Claims Trust, as determined by the Trust Committee; (v) any Taxes imposed on the Borrower Claims Trust or in respect of the Borrower Claims Trust Assets or otherwise, including the Disputed Claims Reserve; (vi) costs and expenses of the Borrower Claims Trustee, the Trust Committee, the Borrower Claims Trust Agents, and their respective employees, professionals and advisors (but not including expenses and fees incurred by the Kessler Class Claimants pursuant to the GM Insurance Rights) and (vii) such other costs, fees and expenses as shall be provided for in the Borrower Claims Trust Budget and as may be incurred in carrying out the purposes and intents of this Borrower Claims Trust Agreement.

(b) The Administrative Funding Payment shall be used to fund the Borrower Claims Trust Administrative Reserve. In the event the Trust Committee determines that additional Cash is necessary to satisfy the administrative costs and expenses of the Borrower Claims Trust, the Borrower Claims Trustee, at the direction of the Trust Committee, may fund the Borrower Claims Trust Administrative Reserve with other Borrower Available Assets, as necessary or appropriate in furtherance of the purposes thereof, provided that in no event may the Borrower Claims Trust receive or retain Cash in excess of a reasonable amount to meet claims and contingent liabilities of the Borrower Claims Trust or to maintain the value of the Borrower Claims Trust Assets. Any Cash released from the Borrower Claims Trust Administrative Reserve shall be available for distribution in accordance with the provisions of Article IV.

(c) Cash in the Borrower Claims Trust Administrative Reserve shall be held separately and shall not be commingled with any other Cash constituting Borrower Claims Trust Assets.

#### 6.5 Return Amount Reserve.

(a) There shall be established a Return Amount Reserve for the purpose of maintaining Return Amounts received and retained by the Borrower Claims Trust from time to time.

(b) Notwithstanding anything to the contrary in this Borrower Claims Trust Agreement, if at any time the Trust Committee determines that Cash held in the Return Amount Reserve may be distributed in accordance herewith, the Trust Committee shall direct the Borrower Claims Trustee to make a distribution of such Cash to holders of Borrower Claims Trust Beneficial Interests; provided, however, that such distribution shall (i) in the event the Return Amount was paid to the Borrower Claims Trust by a Trust Beneficiary in connection with its Allowed Borrower Claim against a GMACM Debtor, be made only to Trust Beneficiaries that received a Borrower Claims Payment in respect of Allowed GMACM Claims, pro rata in accordance with the Allowed GMACM Claim corresponding to such Trust Beneficiary's Borrower Claims Trust Beneficial Interest, or (ii) in the event the Return Amount was paid to the Borrower Claims Trust by a Trust Beneficiary in connection with its Allowed Borrower Claim against a RFC Debtor, be made only to Trust Beneficiaries that received a Borrower Claims Payment in respect of Allowed RFC Claims, pro rata in accordance with the Allowed RFC Claim corresponding to such Trust Beneficiary's Borrower Claims Trust

Beneficial Interest; provided, further, that prior to making any distribution pursuant to this Section 6.5(b), the Borrower Claims Trustee shall first fund the Borrower Claims Trust Administrative Reserve with Cash from the Return Amount Reserve necessary to satisfy the costs and expenses associated with such distribution.

(c) All Cash held in the Return Amount Reserve shall be maintained with a United States FDIC insured financial institution, and may be maintained in an interest-bearing account, as the Trust Committee may from time to time determine. The Cash in the Return Amount Reserve shall be held separately and shall not be commingled with any other Cash constituting Borrower Claims Trust Assets.

6.6 Reporting. The Borrower Claims Trust shall cause to be prepared, and shall post to the Borrower Claims Trust Website, on a semi-annual basis, reports containing the following information regarding the activity of the Borrower Claims Trust during the most recently completed fiscal semi-annual period, and in the report prepared after the end of each Fiscal Year, the most recently completed Fiscal Year and since the Effective Date:

(a) The Borrower Claims Payments made and Distributable Cash distributed during the relevant period and in the aggregate;

(b) The amount of Return Amounts added to the Borrower Claims Trust Assets and Cash distributed from the Return Amount Reserve during the relevant period and in the aggregate;

(c) Cash added to or withdrawn from the Borrower Claims Trust Administrative Reserve during the relevant period, and Cash held in the Borrower Claims Trust Administrative Reserve as of the end of such period;

(d) the amount of Disputed Borrower Claims resolved by the Borrower Claims Trust during the relevant period, including, separately, the amounts of the Claims that were Allowed, in whole or in part, including both the Estimated Amounts thereof and amounts in which such Claims were Allowed, and the Estimated Amounts of the Claims that were not Allowed, in whole or in part, the amounts of the Disputed Borrower Claims remaining to be resolved as of the end of such period;

(e) Cash distributed to holders of Disputed Borrower Claims that were Allowed, in whole or in part, during the relevant period, and the Cash in respect thereof released from the Disputed Claims Reserve, during the relevant period, and Cash held in the Disputed Claims Reserve as of the end of such period; and

(f) such other information as the Trust Committee may determine to include from time to time.

6.7 Borrower Claims Trust Agents; Employees.

(a) The Borrower Claims Trust may employ or engage such Borrower Claims Trust Agents, including counsel, advisors, administrators and other professionals (which may have represented parties in the Chapter 11 Cases, to the extent permissible by

applicable law), as deemed reasonably necessary or desirable by the Borrower Claims Trustee to carry out the intents and purposes of the Borrower Claims Trust, without further order from the Bankruptcy Court, upon prior approval by the Trust Committee. Borrower Claims Trust Agents shall be appointed, and their appointment may be terminated, by the Borrower Claims Trustee, in each case upon prior approval by the Trust Committee, unless authority in respect thereof is delegated by the Trust Committee to the Borrower Claims Trustee. Borrower Claims Trust Agents shall be compensated at standard billing rates in effect at the time of service or such other rate of compensation that is reasonable and agreed to by the Borrower Claims Trustee, with the approval of the Trust Committee, and shall be paid without further motion, application, notice or other order of the Bankruptcy Court, except described in Section 6.7(c). All reasonable out-of-pocket expenses incurred by the Borrower Claims Trust Agents shall be reimbursed.

(b) The Borrower Claims Trustee shall be authorized to hire such employees he or she deems appropriate, subject to such limitations, conditions and qualifications as may be imposed by the Trust Committee.

(c) On a monthly basis, or as otherwise agreed by the Borrower Claims Trustee with approval of the Trust Committee, the Borrower Claims Trustee and each Borrower Claims Trust Agent performing services for the Borrower Claims Trust shall provide to the Borrower Claims Trust Committee a statement setting forth his, her or its aggregate fees and expenses (to the extent unbilled and outstanding) incurred in connection with its engagement, together with reasonable documentation of such expenses (any such report, a "Fee and Expense Report"). Such Borrower Claims Trust Agents shall be entitled to receive payment of such fees and expenses not later than 10 days after providing the Fee and Expense Report to the Trust Committee (the "Fee Notice Period"). Notwithstanding the foregoing, if any member of the Trust Committee objects to such Fee and Expense Report within the Fee Notice Period, the Borrower Claims Trust Agent and the Trust Committee may seek to resolve such objection on a consensual basis. If a majority of the members of the Trust Committee and the Borrower Claims Trust Agent are unable to reach a consensual resolution within 30 days of the Trust Committee member's objection, the Borrower Claims Trust Agent shall be entitled to payment of the contested portion of its fees and/or expenses only pursuant to a Final Order of the Bankruptcy Court after notice and opportunity for a hearing, provided that the Borrower Claims Trust Agent shall be entitled to payment of the uncontested portion, if any, of such fees and expenses upon expiration of the Fee Notice Period.

## **ARTICLE VII** **BORROWER CLAIMS TRUSTEE**

7.1 Borrower Claims Trustee Generally. The Borrower Claims Trustee shall have the general executive responsibility for the conduct of the affairs of the Borrower Claims Trust, and shall have such other functions, authority and duties as are provided in this Article VII and as elsewhere set forth in this Borrower Claims Trust Agreement and in the Trust Act, or as may be prescribed by the Trust Committee. The Borrower Claims Trustee shall report to Trust Committee, which shall be entitled to remove and replace the Borrower Claims Trustee in accordance with Section 7.2.

7.2 Appointment and Removal of Borrower Claims Trustee.

(a) By execution hereof, the Borrower Claims Trustee accepts his trusteeship of the Borrower Claims Trust on the terms set forth herein. The Borrower Claims Trustee shall be a natural person at least 18 years of age, and upon his or her appointment, shall be deemed a trustee under the Trust Act, with all privileges and immunities appurtenant thereto, and, as necessary or applicable, shall be deemed appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code.

(b) The Borrower Claims Trustee shall hold office until the earlier of (i) the termination of the Borrower Claims Trust, (ii) his or her resignation, death or incapacity or (iii) his or her removal in accordance with this Borrower Claims Trust Agreement.

(c) The Borrower Claims Trustee may resign upon sixty (60) days' prior written notice to the Trust Committee. The Borrower Claims Trustee may be removed by the Trust Committee (x) for Cause, upon motion filed with the Bankruptcy Court, with the consent of a majority of the members of the Trust Committee (which removal shall be effective upon order of the Bankruptcy Court); or (y) by unanimous action of the members of the Trust Committee with or without Cause at any time; provided, that (i) in the case of removal pursuant to clause (y), the Trust Committee shall give notice of removal to the Borrower Claims Trustee no less than fifteen (15) days prior to the effectiveness of the Borrower Claims Trustee's removal, and (ii) notice of removal of a Borrower Claims Trustee shall be promptly filed with the Bankruptcy Court and posted to the Borrower Claims Trust Website.

(d) In the event of a vacancy of the position of the Borrower Claims Trustee, whether as a result of the resignation, death, disability or removal of such Borrower Claims Trustee, a successor Borrower Claims Trustee shall be promptly appointed by the Trust Committee. Notice of the appointment of any replacement Borrower Claims Trustee shall be filed with the Bankruptcy Court and posted to the Borrower Claims Trust Website. If a majority of the members of the Trust Committee cannot agree on designation of such successor within 30 days after the occurrence of the event giving rise to the vacancy, the Bankruptcy Court shall determine such successor upon motion filed by any party in interest with the consent of any member of the Trust Committee.

(e) Immediately upon appointment of any successor Borrower Claims Trustee, all rights, powers, duties, authority, and privileges of the predecessor Borrower Claims Trustee hereunder shall be vested in and undertaken by the successor Borrower Claims Trustee without any further act by any party, and the successor Borrower Claims Trustee shall not be liable personally for any act or omission of the predecessor Borrower Claims Trustee.

(f) If the Borrower Claims Trustee is removed for Cause, he or she shall not be entitled to any accrued but unpaid fees, expenses or other compensation for services performed under this Borrower Claims Trust Agreement. If the Borrower Claims Trustee resigns or is removed or replaced for a reason other than for Cause, he or she shall be entitled to all accrued but unpaid fees, expenses, and other compensation for services performed under this Borrower Claims Trust Agreement, to the extent incurred, arising or relating to events occurring before his or her removal or resignation, and to any out-of-pocket expenses

reasonably incurred in connection with the transfer of all powers and duties and all rights to any successor Borrower Claims Trustee.

7.3 Borrower Claims Trustee Compensation. The Borrower Claims Trustee shall be (a) compensated for services in the administration of the Borrower Claims Trust from the Borrower Claims Trust Administrative Reserve at a fixed monthly rate (as in effect from time to time) of the Borrower Claims Trustee and/or his or her professionals and staff and (b) reimbursed from the Borrower Claims Trust Administrative Reserve for reasonable and customary costs and expenses commensurate with U.S. Trustee guidelines in effect from time to time.

7.4 Authority of the Borrower Claims Trustee.

(a) The Borrower Claims Trustee shall be responsible for performing the obligations of the Borrower Claims Trust expressly provided for in this Borrower Claims Trust Agreement, otherwise giving effect to the intents and purposes of this Borrower Claims Trust Agreement and exercising the rights of trustees under the Trust Act.

(b) Without limiting the generality of the preceding subsection, and in furtherance thereof, the Borrower Claims Trustee shall be expressly authorized and empowered to undertake, acting as appropriate through Borrower Claims Trust Agents, the following actions on behalf of the Borrower Claims Trust, without the need for any additional approvals, authorization, or consents, and without any further notice to or action, order or approval of the Bankruptcy Court, except as otherwise provided herein; provided, that all such actions are undertaken in a manner consistent with the purposes of the Borrower Claims Trust:

(i) to hold, manage and monetize (to the extent such assets are non-Cash), and distribute the Borrower Claims Trust Assets for the benefit of Trust Beneficiaries, whether such beneficiaries' Claims are Allowed on or after the Effective Date;

(ii) to hold the right to vote any claim or interest in any case under the Bankruptcy Code and receive distributions therein on behalf of the Borrower Claims Trust;

(iii) to the extent consistent with the terms of the Plan, to investigate, prosecute, settle, liquidate, dispose of, and/or abandon the Borrower Claims Trust Assets, including Borrower-Related Causes of Action;

(iv) to engage in litigation in the name of the Borrower Claims Trust and file or pursue Borrower-Related Causes of Action and objections to Borrower Claims (including seeking to settle or disallow, recharacterize, reclassify, subordinate, or estimate any of them), and compromise, adjust, arbitrate, sue on or defend, prosecute, abandon or otherwise deal with, any Borrower Claim or Borrower-Related Cause of Action;

(v) to assert, enforce, waive or release rights, defenses, privileges or immunities related to the Borrower Claims Trust Assets or the Borrower Claims;

(vi) to perform the duties, exercise the powers and asset the rights of a trustee under section 704 and section 1106 of the Bankruptcy Code, including holding and asserting applicable privileges and defenses with respect to the Borrower Claims, filing, commencing or prosecuting (x) objections to Borrower Claims under section 502 of the Bankruptcy Code, (y) turnover actions under sections 542 and 543 of the Bankruptcy Code and (z) avoidance actions against Borrowers under sections 544, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code;

(vii) to establish and administer the Borrower Claims Trust Administrative Reserve;

(viii) to establish and administer the Disputed Claims Reserve;

(ix) to establish and administer the Return Amount Reserve;

(x) subject to Section 7.1, to appoint, engage, review, supervise, remove, replace and determine the compensation payable to Borrower Claims Trust Agents and waive any conflicts of interest as deemed necessary or appropriate in the discretion of the Borrower Claims Trustee;

(xi) to settle or otherwise resolve Disputed Borrower Claims;

(xii) to monitor and enforce the implementation of the Plan insofar as relating to the Borrower Claims Trust Assets;

(xiii) to file all Tax Returns and regulatory forms, returns, reports and other documents and financial information required to be filed with respect to the Borrower Claims Trust, including filing Tax Returns as a qualified settlement fund;

(xiv) to request any appropriate Tax determination with respect to the Borrower Claims Trust, including a determination pursuant to section 505 of the Bankruptcy Code;

(xv) to seek the examination of any Entity under, and subject to, the provisions of the Bankruptcy Rules, including Bankruptcy Rule 2004;

(xvi) to abandon any property that the Borrower Claims Trustee determines in his or her reasonable discretion to be de minimis value or otherwise burdensome to the Borrower Claims Trust, including any pending adversary proceeding or other legal action (by abandonment, dismissal, or any other discontinuance thereof);

(xvii) to make Borrower Claims Payments to holders of Allowed Borrower Claims and distributions of Distributable Cash to holders of Borrower Claims Trust Beneficial Interests;

(xviii) to make Cash distributions from the Return Amount Reserve in accordance with Section 6.5;

(xix) to prepare and disseminate reports, as provided in Section 6.6;

(xx) to determine and satisfy all liabilities created, incurred or assumed by the Borrower Claims Trust, including all expenses and other payments relating to the Borrower Claims Trust Assets, including reasonable fees and expenses of the Borrower Claims Trustee pursuant to this Borrower Claims Trust Agreement;

(xxi) to enter into and exercise rights under contracts that are necessary or desirable to the administration of the Borrower Claims Trust and execute any documents or pleadings related to the liquidation of the Borrower Claims Trust Assets or other matters related to the Borrower Claims Trust;

(xxii) to borrow funds on behalf of, and solely as a liability of, the Borrower Claims Trust, which loans may be secured by the Borrower Claims Trust Assets but shall be without recourse to the Borrower Claims Trustee in his or her individual capacity, as are necessary to enable the Borrower Claims Trustee to discharge his or her duties under this Borrower Claims Trust Agreement;

(xxiii) to establish and maintain bank accounts and terminate such accounts on behalf of the Borrower Claims Trust;

(xxiv) to set off amounts owed to the Debtors against distributions to Trust Beneficiaries;

(xxv) to bring suits or defend itself against such suits, if any, in connection with any matter arising from or related to the Plan Documents that affects in any way the rights or obligations of the Borrower Claims Trust, the Trust Beneficiaries (whether such Borrower Claims are Allowed as of the Effective Date or become Allowed at any subsequent time), in their capacities as such;

(xxvi) to obtain and maintain insurance coverage with respect to the liabilities and obligations of the Borrower Claims Trustee, and, if so determined by the Borrower Claims Trustee, any Borrower Claims Trust Agents, and such other insurance as the Borrower Claims Trustee determines as appropriate for the circumstances from time to time;

(xxvii) to invest Borrower Claims Trust Assets (including any earnings thereon or proceeds therefrom) in any manner permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable Internal Revenue Service guidelines, rulings, or other controlling authorities, including Revenue Procedure 94-45, 1994-2 C.B. 684;

(xxviii) to take all actions necessary and appropriate to minimize any adverse Tax consequences to the holders of Allowed Borrower Claims; provided that such actions do not result in an adverse Tax consequence to the Borrower Claims Trust and are consistent with and are not contrary to the treatment of the Borrower Claims Trust as a “qualified settlement fund” for United States federal income Tax purposes;

(xxix) to remove and replace the Delaware Trustee;

(xxx) to protect and enforce the rights of the Borrower Claims Trust Assets by any lawful method deemed appropriate by the Borrower Claims Trustee, including by judicial proceedings or pursuant to applicable bankruptcy, insolvency, moratorium or similar law or general principles of equity;

(xxxii) to issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions, as determined by the Borrower Claims Trustee to be necessary or appropriate to effectuate the terms of the Plan regarding the Borrower Claims Trust Assets following the Effective Date; and

(xxxiii) to take such other and further actions, including, transfers or other corporate transactions, as determined by the Borrower Claims Trustee to be necessary or appropriate, in furtherance of the purposes of the Plan Documents in respect of the Borrower Claims Trust Assets as are not inconsistent with this Borrower Claims Trust Agreement or the other Plan Documents.

(c) The Borrower Claims Trustee shall comply with all applicable laws, shall act to maximize the distributions to Trust Beneficiaries to the extent reasonably possible under the circumstances and in furtherance of the purposes of this Borrower Claims Trust.

(d) To the extent provided in the Cooperation Agreement, certain of the functions of the Borrower Claims Trust may be performed by the Liquidating Trust on behalf of the Borrower Claims Trust in accordance with the terms of the Cooperation Agreement.

7.5 Limitations on Borrower Claims Trustee Authority. Notwithstanding any provision in this Borrower Claims Trust Agreement to the contrary, the Borrower Claims Trustee shall not do or undertake any of the following on behalf of the Borrower Claims Trust without the prior approval of the Trust Committee:

(a) Guarantee any debt;

(b) Loan to any Person, any portion of the Borrower Claims Trust Assets;

(c) Transfer or commingle Borrower Claims Trust Assets with any account of another trust established under the Plan;

(d) Make any transfer, assignment or distribution of Borrower Claims Trust Assets, other than as expressly authorized hereunder; or

(e) Permit or cause the Borrower Claims Trust to hold 50% or more of the stock (in either vote or value) of any Entity that is treated as a corporation for federal income tax purposes or have any interest in an Entity that is treated as a partnership for federal income tax purposes, unless such stock or partnership interest was obtained involuntarily or as a matter of practical economic necessity, including enforcement of and execution of judgments, in order to preserve the value of the Borrower Claims Trust Assets.

7.6 Conflicts of Interest. If the Borrower Claims Trustee determines, in his or her reasonable discretion, that he or she has a material conflict of interest with respect to the settlement of a Borrower Claim, the resolution or prosecution of a Borrower-Related Cause of Action, or any other matter, the Borrower Claims Trustee shall select a designee approved by the Trust Committee to act on behalf of the Borrower Claims Trust solely with respect to such matter (the “Designee”), with such Designee’s authority to act on behalf of the Borrower Claims Trust to terminate upon the matter’s conclusion. If the Designee files a pleading, motion, or other paper with a court or tribunal on behalf of the Borrower Claims Trust, it shall do so in its own name as “Designee of the ResCap Borrower Claims Trust”.

7.7 Fiduciary Duty and Standard of Care.

(a) The Borrower Claims Trustee’s powers are exercisable solely in a fiduciary capacity consistent with, and in furtherance of, the purpose of the Borrower Claims Trust and not otherwise, and in accordance with applicable law, including the Trust Act.

(b) The Borrower Claims Trustee in the exercise of his or her duties hereunder shall act in accordance with principles of good faith and fair dealing.

7.8 Bond or Insurance. The Borrower Claims Trustee shall obtain a trustee’s bond (a “Trustee’s Bond”) from an Entity approved by the Trust Committee to protect the Trust Beneficiaries with respect to his obligations as Borrower Claims Trustee. The premiums for such the Trustee’s Bond shall be paid with Borrower Claims Trust Assets as an expense of administering the Borrower Claims Trust. The amount of the Trustee’s Bond shall be determined based upon the amount of Cash under the control of the Borrower Claims Trustee at any time, and shall be adjusted from time to time in accordance with Cash receipts and disbursements by the Borrower Claims Trust. Alternatively, with approval of the Trust Committee, the Borrower Claims Trustee may satisfy the requirement to obtain a Trustee’s Bond with insurance coverage for the liabilities, duties and obligations of the Borrower Claims Trustee and his agents, employees, and professionals (in the form of an errors and omissions policy or otherwise) which may, at the option of the Borrower Claims Trustee unless unanimously disapproved by the Trust Committee, remain in effect for a reasonable period after the conclusion of the Borrower Claims Trustee’s service. In the event the Borrower Claims Trustee elects to satisfy the requirements of this Section 7.9 with insurance coverage, such insurance coverage shall be maintained by the Borrower Claims Trust in accordance with Section 2.11.

**ARTICLE VIII**  
**DELAWARE TRUSTEE**

8.1 Appointment. The Delaware Trustee shall act solely for the purpose of complying with the requirement of section 3807 of the Trust Act, and its powers and obligations hereunder shall become effective upon its execution of this Borrower Claims Trust Agreement.

8.2 Powers.

(a) The duties and responsibilities of the Delaware Trustee shall be limited solely to (i) accepting legal process served on the Borrower Claims Trust in the State of Delaware, (ii) the execution of any certificates required to be filed with the office of the Delaware Secretary of State that the Delaware Trustee is required to execute under section 3811 of the Trust Act (including without limitation the Certificate of Trust), and (iii) any other duties specifically allocated to the Delaware Trustee in this Borrower Claims Trust Agreement. Except as provided in the foregoing sentence, the Delaware Trustee shall have no management responsibilities or owe any fiduciary duties to the Borrower Claims Trust, the Borrower Claims Trustee, or the Trust Beneficiaries. The filing of the Certificate of Trust with the Secretary of State of the State of Delaware as provided under the Trust Act is hereby ratified.

(b) By its execution hereof, the Delaware Trustee accepts the trusteeship of the Borrower Claims Trust on the terms set forth herein. Except as otherwise expressly set forth in Section 8.2(a), the Delaware Trustee shall not have any duty or liability with respect to the administration of the Borrower Claims Trust, the investment of the Borrower Claims Trust Assets or the distribution of the Borrower Claims Trust Assets to the Trust Beneficiaries, and no such duties shall be implied. The Delaware Trustee shall not be liable for the acts or omissions of the Borrower Claims Trustee, nor shall the Delaware Trustee be liable for supervising or monitoring the performance of the duties and obligations of the Borrower Claims Trustee under this Borrower Claims Trust Agreement. The Delaware Trustee shall not be obligated to give any bond or other security for the performance of any of its duties hereunder. The Delaware Trustee shall not be personally liable under any circumstances, except for its own gross negligence, bad faith or willful misconduct. Without limiting the foregoing:

(i) the Delaware Trustee shall not be personally liable for any error of judgment made in good faith, except to the extent such error of judgment constitutes willful misconduct, bad faith or gross negligence;

(ii) the Delaware Trustee shall not have any duty or obligation to manage or deal with the Borrower Claims Trust Assets, or to otherwise take or refrain from taking any action under the Borrower Claims Trust Agreement except as expressly provided by the terms hereof, and no implied trustee duties or obligations shall be deemed to be imposed on the Delaware Trustee;

(iii) no provision of this Borrower Claims Trust Agreement shall require the Delaware Trustee to expend or risk its personal funds or otherwise incur any financial liability in the performance of its rights or powers hereunder if the Delaware Trustee has reasonable grounds to believe that the payment of such funds or adequate indemnity against such risk or liability is not reasonably assured or provided to it;

(iv) the Delaware Trustee shall not be personally liable for the validity or sufficiency of this Borrower Claims Trust Agreement or for the due execution hereof by the other parties hereto;

(v) the Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect;

(vi) the Delaware Trustee may request the Borrower Claims Trustee to provide a certificate with regard to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon;

(vii) in the exercise of its duties hereunder, the Delaware Trustee (I) may act directly or through agents or attorneys pursuant to agreements entered into with any of them, and (II) may consult with nationally recognized counsel selected by it in good faith and with due care and employed by it, and it shall not be liable for anything done, suffered or omitted in good faith by it in accordance with the advice or opinion of any such counsel; and

(viii) the Delaware Trustee acts solely as Delaware Trustee hereunder and not in its individual capacity, and all persons having any claim against the Delaware Trustee by reason of the transactions contemplated by this Borrower Claims Trust Agreement shall look only to the Borrower Claims Trust Assets for payment or satisfaction thereof;

(ix) the Delaware Trustee shall not be personally liable for any representation, warranty, covenant, agreement, or indebtedness of the Borrower Claims Trust;

(x) the Delaware Trustee shall not incur liability to anyone in acting upon any signature, instrument, notice, resolution, request, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be signed by the proper party or parties. The Delaware Trustee may accept a certified copy of a resolution of the board of directors or other governing body of any corporate party as conclusive evidence that such resolution has been duly adopted by such body and that the same is in full force and effect. As to any fact or matter the manner of ascertainment of which is not specifically prescribed herein, the Delaware Trustee may for all purposes hereof rely on a certificate, signed by the Borrower Claims Trustee, as to such fact or matter, and such certificate shall constitute full protection to the Delaware Trustee for any action taken or omitted to be taken by it in good faith in reliance thereon; and

(xi) the Delaware Trustee shall not be liable for punitive, exemplary, consequential, special or other damages for a breach of this Agreement under any circumstances.

8.3 Compensation. The Delaware Trustee shall be entitled to receive compensation out of Borrower Claims Trust Administrative Reserve for the services that the Delaware Trustee performs in accordance with this Borrower Claims Trust Agreement in accordance with such fee schedules as shall be agreed from time to time by the Delaware Trustee and the Borrower Claims Trustee, and if so required by the Plan Documents or applicable law, as approved by the Bankruptcy Court. The Delaware Trustee may also consult with counsel (who may be counsel for the Borrower Claims Trustee) with respect to those matters that relate to the Delaware Trustee's role as the Delaware Trustee of the Borrower Claims Trust, and the reasonable legal fees incurred in connection with such consultation shall be reimbursed out of Borrower Claims Trust Administrative Reserve.

8.4 Duration and Replacement. The Delaware Trustee shall serve for the duration of the Borrower Claims Trust or until the earlier of (i) the effective date of the Delaware Trustee's resignation, or (ii) the effective date of the removal of the Delaware Trustee. The Delaware Trustee may resign at any time by giving thirty (30) days' written notice to the Borrower Claims Trustee; provided, however, that such resignation shall not be effective until such time as a successor Delaware Trustee has accepted appointment. The Delaware Trustee may be removed with the Borrower Claims Trustee, by providing thirty (30) days' written notice to the Delaware Trustee; provided, however, that such removal shall not be effective until such time as a successor Delaware Trustee has accepted appointment. Upon the resignation or removal of the Delaware Trustee, the Borrower Claims Trustee shall appoint a successor Delaware Trustee. If no successor Delaware Trustee shall have been appointed and shall have accepted such appointment within forty-five (45) days after the giving of such notice of resignation or removal, the Delaware Trustee may petition the Bankruptcy Court for the appointment of a successor Delaware Trustee. Any successor Delaware Trustee appointed pursuant to this Section shall be eligible to act in such capacity in accordance with this Borrower Claims Trust Agreement and, following compliance with this Section, shall become fully vested with the rights, powers, duties and obligations of its predecessor under this Borrower Claims Trust Agreement, with like effect as if originally named as Delaware Trustee. Any such successor Delaware Trustee shall notify the Delaware Trustee of its appointment by providing written notice to the Delaware Trustee and upon receipt of such notice, the Delaware Trustee shall be discharged of its duties herein. Any such successor Delaware Trustee shall also file an amendment to the Certificate of Trust as required by the Trust Act.

## **ARTICLE IX** **TAX MATTERS**

### 9.1 Tax Treatment.

(a) For all U.S. federal income tax purposes, all parties (including, without limitation, the Debtors, the Borrower Claims Trustee and the Trust Beneficiaries) shall treat the Borrower Claims Trust as a "qualified settlement fund" within the meaning of Treasury Regulation Section 1.468B-2.

### 9.2 Tax Reporting.

(a) The Borrower Claims Trust shall file Tax Returns treating the Borrower Claims Trust as a qualified settlement fund and in accordance with the Plan. The Borrower Claims Trust also shall timely file (or cause to be timely filed) and/or provide to the Trust Beneficiaries any other statements, returns, or disclosures relating to the Borrower Claims Trust that are required by any Governmental Unit.

(b) The Borrower Claims Trust may request an expedited determination of Taxes of the Borrower Claims Trust under section 505(b) of the Bankruptcy Code for all returns filed for, or on behalf of, the Borrower Claims Trust for all taxable periods through the dissolution of the Borrower Claims Trust.

9.3 Tax Payment. The Borrower Claims Trust shall be responsible for the payment, out of the Borrower Claims Trust Administrative Reserve, of any Taxes imposed on the Borrower Claims Trust or the Borrower Claims Trust Assets, including the Disputed Claims Reserve. In the event, and to the extent, that any Cash retained on account of Disputed Borrower Claims in the Disputed Claims Reserve is insufficient to pay any portion of such Taxes attributable to the taxable income arising from the assets held in the Disputed Claims Reserve, such Taxes shall be (x) reimbursed from any subsequent Cash amounts retained on account of the respective classes of Disputed Borrower Claims or (y) to the extent such Disputed Borrower Claims subsequently have been resolved, deducted from any amounts distributable by the Borrower Claims Trust as a result of the resolutions of such Disputed Borrower Claims.

**ARTICLE X**  
**LIMITATION OF LIABILITY AND INDEMNIFICATION**

10.1 Limitation of Liability.

(a) None of the Delaware Trustee, the Borrower Claims Trustee, the members of the Trust Committee or any Borrower Claims Trust Agent, or their respective advisors or professionals, shall be liable to the Borrower Claims Trust or any Trust Beneficiary for any damages arising out of the creation, operation or termination of the Borrower Claims Trust, including actions taken or omitted in fulfillment of his or her duties with respect to the Borrower Claims Trust, except in the case of such party's gross negligence, bad faith or willful misconduct; provided, that in no event will any such party be liable for punitive, exemplary, consequential or special damages under any circumstances. Furthermore, none of the Delaware Trustee, the Borrower Claims Trustee or members of the Trust Committee shall be liable to the Borrower Claims Trust or any Trust Beneficiary for any action taken in good faith reliance upon the advice of counsel or other Borrower Claims Trust Agent.

(b) None of the Delaware Trustee, the Borrower Claims Trustee, the members of the Trust Committee or the Borrower Claims Trust Agents, when acting in such capacities, shall be subject to any personal liability whatsoever, whether in tort, contract or otherwise, to any person, other than the Borrower Claims Trust, in connection with the affairs of the Borrower Claims Trust to the fullest extent provided under section 3803 of the Trust Act, and all persons claiming against any of the Delaware Trustee, the Borrower Claims Trustee, or Borrower Claims Trust Agent, or otherwise asserting claims of any nature in

connection with affairs of the Borrower Claims Trust, shall look solely to the Borrower Claims Trust Assets for satisfaction of any such claims.

(c) Nothing contained in the Plan Documents shall be deemed to be an assumption by the Delaware Trustee, the Borrower Claims Trustee, the Trust Committee or any Borrower Claims Trust Agent of any of the liabilities, obligations or duties of the Debtors or shall be deemed to be or contain a covenant or agreement by any of them to assume or accept any such liability, obligation or duty.

#### 10.2 Indemnification.

(a) The Delaware Trustee, the Borrower Claims Trustee, the members of the Trust Committee, and their respective affiliates, and the officers, directors, partners, managers, members, and employees of each of them, as the case may be (all persons so entitled to indemnification, collectively, the “Covered Parties”), shall be indemnified and held harmless, to the fullest extent permitted by law by the Borrower Claims Trust from and against any and all losses, claims, taxes, damages, reasonable expenses and liabilities (including liabilities under state or federal securities laws) of any kind and nature whatsoever, to the extent that such expenses arise out of or are imposed upon or asserted against such indemnified persons with respect to the creation, operation or termination of the Borrower Claims Trust or the execution, delivery or performance of this Borrower Claims Trust Agreement or the transactions contemplated hereby and shall not be liable for actions taken or omitted in their capacity, as Delaware Trustee, Borrower Claims Trustee or a member of the Trust Committee, on behalf of, or in fulfillment of their duties with respect to, the Borrower Claims Trust, except those acts that are determined by Final Order to have arisen out of their own gross negligence, bad faith or willful misconduct, and each shall be entitled to be indemnified, held harmless, and reimbursed for fees and expenses including, without limitation, reasonable attorney’s fees, which such persons and entities may incur or may become subject to or in connection with any action, suit, proceeding or investigation that is brought or threatened against such persons or entities regarding the implementation or administration of the Plan Documents or the discharge of their respective duties hereunder or thereunder or in respect thereof, except for any actions or inactions that are determined by Final Order to have arisen out of their own gross negligence, bad faith, or willful misconduct.

(b) The Covered Parties shall be entitled to obtain advances from the Borrower Claims Trust to cover their reasonable expenses of defending themselves in any action threatened or brought against them as a result of the acts or omissions, actual or alleged, of any such party in its capacity as such; provided, however, that the Covered Parties receiving such advances shall repay the amounts so advanced to the Borrower Claims Trust immediately upon the entry of a Final Order finding that such parties were not entitled to any indemnity under the provisions of this Section 10.2.

(c) Any claim of the Covered Parties to be indemnified, held harmless, or reimbursed shall be satisfied solely from the Borrower Claims Trust Assets, bonds (if any) or any applicable insurance that the Borrower Claims Trust has purchased, as provided in Section 2.10, and no recourse may be had to the Liquidating Trust, the Released Parties or any creditor in the Chapter 11 Cases.

(d) The Borrower Claims Trust may also determine to provide indemnification to Borrower Claims Trust Agents and their respective officers, directors, partners, managers, members and employees, on such terms as the Borrower Claims Trustee may determine, provided that any claim for indemnification shall be satisfied solely from the Borrower Claims Trust Assets or insurance.

**ARTICLE XI**  
**DURATION OF BORROWER CLAIMS TRUST**

11.1 Duration.

(a) The Borrower Claims Trust shall be dissolved as soon as practicable after the date that is the earliest to occur of: (i) the distribution of all Borrower Claims Trust Assets pursuant to the Plan Documents, (ii) the determination of the Trust Committee that the administration of the Borrower Claims Trust Assets is not likely to yield sufficient additional proceeds to justify further pursuit, or (iii) all the distributions required to be made under this Borrower Claims Trust Agreement have been completed and, in each case, all Borrower Claims have been resolved by Final Order, written agreement or pursuant to the Plan Documents; provided, however, that in no event shall the Borrower Claims Trust be dissolved later than three (3) years from the Effective Date, unless the Bankruptcy Court, upon motion within the six (6) months prior to the third (3<sup>rd</sup>) anniversary of the Effective Date (or within six (6) months prior to the end of an extension period), determines that a fixed-period extension is necessary to facilitate or complete the recovery and liquidation of the Borrower Claims Trust Assets (without the need for a favorable private letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the trust as a qualified settlement fund for United States federal income tax purposes).

(b) If at any time the Trust Committee determines, in reliance upon its professionals, that the expense of administering the Borrower Claims Trust, including the making of a final distribution to the Trust Beneficiaries, is likely to exceed the value of the assets remaining in the Borrower Claims Trust, the Borrower Claims Trustee may apply to the Bankruptcy Court for authority to (i) reserve any amounts necessary to dissolve the Borrower Claims Trust, (ii) donate any balance to an organization selected by the Trust Committee which is described in section 501(c)(3) of the Tax Code and exempt from U.S. federal income tax under section 501(a) of the Tax Code, as provided in Section 2.7(b) hereof, and (iii) dissolve the Borrower Claims Trust.

11.2 Post-Termination. After the termination of the Borrower Claims Trust and solely for the purpose of liquidating and winding up the affairs of the Borrower Claims Trust, the Borrower Claims Trustee and the Delaware Trustee shall continue to act as such until their duties have been fully performed. Upon distribution of all the Borrower Claims Trust Assets, the Borrower Claims Trustee shall designate the Liquidating Trust (or an agent thereof) to continue to retain all books and records pertaining to the Borrower Claims Trust Assets that have been delivered to the Liquidating Trust on the Effective Date, or created and maintained by the Borrower Claims Trust thereafter, subject to the provisions of the Cooperation Agreement.

11.3 Destruction of Books and Records. If so determined by the Borrower Claims Trustee, or absent such determination, in the discretion of the Liquidating Trust or agent thereof appointed pursuant to Section 11.2, all books and records pertaining to the Borrower Claims Trust and the Trust Beneficiaries that have been created and maintained by the Borrower Claims Trust after the Effective Date may be destroyed at any time following the date that is six (6) years after the final distribution of Borrower Claims Trust Assets (unless such records and documents are necessary to fulfill the Borrower Claim Trust's remaining obligations) subject to the terms of any joint prosecution and common interests agreement(s) to which the Borrower Claims Trust may be a party, or such earlier date as set by the Bankruptcy Court; provided, however, that the Borrower Claims Trust or the designee appointed pursuant to Section 11.2 shall obtain an order of the Bankruptcy Court before disposing of any books and records that are reasonably likely to pertain to pending litigation in which the Borrower Claims Trust or Borrower Claims Trustee is involved.

11.4 Discharge. Except as otherwise specifically provided herein, upon the final distribution of Borrower Claims Trust Assets and the filing by the Delaware Trustee of a Certificate of Cancellation with the Secretary of State of the State of Delaware, the Delaware Trustee and the Borrower Claims Trustee shall be deemed discharged and have no further duties or obligations hereunder, and the Borrower Claims Trust will be deemed to have been dissolved. In the event that there are Borrower Claims Trust Assets at the termination of the Borrower Claims Trust, the Trust Committee shall cause to be donated such Borrower Claims Trust Assets to a charitable organization of the Borrower Claims Trustee's choice described in section 501(c)(3) of the Tax Code and exempt from U.S. federal income tax under section 501(a) of the Tax Code, as provided in Section 2.7(b).

## **ARTICLE XII**

### **MISCELLANEOUS PROVISIONS**

12.1 Governing Law. This Borrower Claims Trust Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without reference to conflicts of law).

12.2 Jurisdiction. Subject to the proviso below, the parties agree that the Bankruptcy Court shall have exclusive jurisdiction over the Borrower Claims Trust, including, without limitation, the administration and activities of the Borrower Claims Trust, provided, however, that notwithstanding the foregoing or anything to the contrary set forth in the Plan, the Borrower Claims Trustee shall have power and authority to bring (or cause to be brought) any action in any court of competent jurisdiction to prosecute any Borrower-Related Causes of Action.

12.3 Severability. In the event that any provision of this Borrower Claims Trust Agreement or the application thereof to any person or circumstances shall be determined by a final, non-appealable judgment or order to be invalid or unenforceable to any extent, the remainder of this Borrower Claims Trust Agreement or the application of such provision to persons or circumstances or in jurisdictions other than those as to or in which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Borrower Claims Trust Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.4 Notices. Any notice or other communication required or permitted to be made under this Borrower Claims Trust Agreement shall be in writing and shall be deemed to have been sufficiently given, for all purposes, if delivered personally or by facsimile, sent by nationally recognized overnight delivery service, or mailed by first-class mail:

- (i) if to the Delaware Trustee, to:

[ ]

[ ]

[ ]

Attention: Trust Administration

- (iii) if to the Borrower Claims Trustee, to:

[ ]

[ ]

[ ]

- (iii) if to any Trust Beneficiary, to the last known address of such Trust Beneficiary according to the records of the Borrower Claims Trust.

12.5 Headings. The headings contained in this Borrower Claims Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Borrower Claims Trust Agreement or of any term or provision hereof.

12.6 Plan Documents. Nothing contained herein shall modify the terms of any other Plan Document, which are intended to be supplemented by the terms of this Borrower Claims Trust Agreement. However, to the extent that the terms of any of the other Plan Documents are inconsistent with the terms set forth in this Borrower Claims Trust Agreement with respect to the Borrower Claims Trust, then the terms of this Borrower Claims Trust Agreement shall govern.

12.7 Cooperation. The Debtors and the Liquidating Trust shall reasonably cooperate with the Borrower Claims Trust in carrying out its duties and exercising its rights hereunder.

12.8 Confidentiality. The Borrower Claims Trustee, the Delaware Trustee, the members of the Trust Committee and the Borrower Claims Trust Agents, and their respective officers, directors, partners, managers, members and employees (the "Confidentiality Parties"), shall hold strictly confidential and not use for personal gain any material, non-public information of which they have become aware in their capacity as a Confidentiality Party or pertaining to the Debtors, the Borrower Claims Trust, the Trust Beneficiaries or the Borrower Claims Trust Assets; provided, however, that such information may be disclosed if—

- (i) it is now or in the future becomes generally available to the public other than as a result of a disclosure by any of the Confidentiality Parties;

(ii) such disclosure is required of any of the Confidentiality Parties pursuant to legal process, including subpoena or other court order or other applicable laws or regulations; or

(iii) the Borrower Claims Trustee determines that such disclosure is in the interests of the Borrower Claims Trust or the Trust Beneficiaries.

12.9 Entire Borrower Claims Trust Agreement. This Borrower Claims Trust Agreement and the Exhibits attached hereto, and the Plan Documents, contain the entire agreement between the parties and supersede all prior and contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

12.10 Named Party. In pursuing any Borrower-Related Causes of Action, or otherwise administering the Borrower Claims Trust or any Borrower Claims Trust Assets, including, without limitation, the execution of documents, such as bills of sale, releases, and agreements, the Borrower Claims Trustee may authorize the pursuit of such matters and/or execution of any such documents in the name of “ResCap Borrower Claims Trust” or in such other names or such representative capacities as necessary or appropriate.

12.11 Amendment. This Borrower Claims Trust Agreement may be amended by the Trust Committee; provided, however, that no amendment shall be made to this Borrower Claims Trust Agreement that makes it inconsistent with the provisions of the Plan or the Confirmation Order. Notwithstanding this Section 12.11 no amendments to this Borrower Claims Trust Agreement shall be inconsistent with the purpose and intention of the Borrower Claims Trust to liquidate in an orderly manner the Borrower Claims Trust Assets (which will maximize the value of such assets).

12.12 Counterparts. This Borrower Claims Trust Agreement may be executed in any number of counterparts, each of which shall be deemed original, but such counterparts shall together constitute one and the same instrument. A facsimile or portable document file (PDF) signature of any party shall be considered to have the same binding legal effect as an original signature.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Borrower Claims Trust Agreement or caused this Borrower Claims Trust Agreement to be duly executed by their respective officers, representatives or agents, effective as of the date first above written.

Residential Capital, LLC, 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 Services, 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 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 and RFC SFJV-2002, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

[\_\_\_\_\_] , as Delaware Trustee

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_, as Borrower Claims Trustee

**EXHIBIT A**  
**FORM OF**  
**CERTIFICATE OF TRUST**  
**OF**  
**RESCAP BORROWER CLAIMS TRUST**

This Certificate of Trust of ResCap Borrower Claims Trust is being duly executed and filed on behalf of such trust by the undersigned, as trustee, to form a statutory trust under the Delaware Statutory Trust Act (12 Del. C. § 3801 et seq.) (the “Trust Act”).

1. Name. The name of the Delaware statutory trust formed by this Certificate of Trust is ResCap Borrower Claims Trust.

2. Delaware Trustee. The name and business address of the trustee of the Trust with a principal place of business in the State of Delaware are [\_\_\_\_\_].

3. Effective Date. This Certificate of Trust shall be effective upon its filing with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Trust in accordance with section 3811(a)(1) of the Trust Act.

[DELAWARE TRUSTEE], not in its individual capacity  
but solely as trustee

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
[BORROWER CLAIMS TRUSTEE], not in [his/her]  
individual capacity but solely as trustee

**EXHIBIT B**

**Initial Borrower Claims Trust Budget**

[To come]

**EXHIBIT C**

**Initial Committee Members**

**Initial Members of the Borrower Claims Trust Committee**

Set forth below is information regarding the initial members of the Borrower Claims Trust Committee upon the Effective Date.<sup>1</sup>

1. Rowena Drennen for the Kessler Settlement Class in the consolidated class action styled *In re Community Bank of Northern Virginia Second Mortgage Lending Practice Litigation*, consolidated in the United States District Court for the Western District of Pennsylvania, MDL No. 1674, Case Nos. 03-0425, 02-01201, 05-0688, 05-1386.
2. Steven Mitchell for the Mitchell Settlement Class in the civil action styled *Steven and Ruth Mitchell v. Residential Funding Company, LLC, et al.*, currently pending before the Circuit Court of Jackson County, Missouri, Division 4, Case No. 03-CV-220489.
3. [Mark Strauss as proposed counsel for the putative Rothstein Class].

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the “**Plan**”).

**Exhibit 5**

**RESCAP PRIVATE SECURITIES CLAIMS LIQUIDATING TRUST  
AGREEMENT AND DECLARATION OF LIQUIDATING TRUST**

This Private Securities Claims Liquidating Trust Agreement and Declaration of Liquidating Trust (this “**PSC Trust Agreement**”) is entered into as of \_\_\_\_\_, 2013, by and among Residential Capital, LLC (“**ResCap**”), certain affiliates signatory hereto (together with ResCap, the “**Debtors**”), and Quest Turnaround Advisors, LLC in its capacity as the liquidating trustee (the “**PSC Trustee**”) in order to establish a liquidating trust (the “**PSC Trust**”) for the benefit of the holders of securities litigation claims against the Debtors and Ally Financial, Inc. and its non-Debtor affiliates, arising from the purchase or sale of residential mortgage-backed securities (the “**Private Securities Claims**,” and the exclusive holders thereof, as identified in footnote 10 of the Supplemental Term Sheet annexed as Exhibit B to the Plan Support Agreement, dated as of May 13, 2013 (the “**Plan Support Agreement**”), are hereinafter referred to as the “**Private Securities Claimants**”).

**RECITALS**

**WHEREAS**, on May 14, 2012, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), with the United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”) commencing jointly administered cases under the caption *In re Residential Capital, LLC*, Case No. 12-12020 (the “**Bankruptcy Cases**”); and

**WHEREAS**, on August 20, 2013, the Debtors and the Official Committee of Unsecured Creditors of Residential Capital, LLC, et al. filed that certain Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors (Dkt. No. 4770) (together with any amendments or modifications thereto required or permitted by the Bankruptcy Court or as otherwise permitted pursuant to the terms of the Plan, the “**Plan**”); and

**WHEREAS**, on [\_\_\_\_], 2013, the Bankruptcy Court entered an Order confirming the Plan (Dkt. No. [ ]) (the “**Confirmation Order**”); and

**WHEREAS**, pursuant to the Plan, a liquidation trust has been established for the benefit of certain unsecured creditors of the Debtors (the “**Main Liquidation Trust**”); and

**WHEREAS**, pursuant to the Plan, the PSC Trust has been established for the benefit of the Private Securities Claimants;

**WHEREAS**, on the Initial Unit Distribution Date, the Main Liquidation Trust will issue units of beneficial interests (the “**Liquidating Trust Units**”) to certain unsecured creditors of the Debtors and/or their designated recipients, including the PSC Trust; and

**WHEREAS**, as set forth in the Plan, the PSC Trust will receive a number of Liquidating Trust Units (referred to in the Main Liquidating Trust Agreement as the “Private Securities Claims Trust Unit Distribution”) that will entitle the holders thereof to periodic distributions of cash from the Main Liquidation Trust in the aggregate amount of \$235 million, subject to upward or downward adjustment as provided under the Plan (including any such cash distributions thereon, the “**PSC Trust Assets**”); and

**WHEREAS**, the Private Securities Claimants having agreed to the allocation among them of the PSC Trust Assets, as set forth in the Allocation Agreement (as defined below), the primary duty of the PSC Trustee hereunder shall be the distribution to each Private Securities Claimant of its respective allocated share of the PSC Trust Assets, in accordance with the Allocation Agreement; and

**WHEREAS**, as soon as practicable after receiving the PSC Trust Assets (and in any event, within one Business Day), the PSC Trust shall distribute to the Designated DTC Participant (as defined below) of each Private Securities Claimant such claimant's allocated share of the PSC Trust Assets, calculated in accordance with Schedule I annexed to the Allocation Agreement; provided, however, that if any Private Securities Claimant has not identified to the PSC Trust its Designated DTC Participant, such Private Securities Claimant shall not be entitled to receive its allocated share of the Private Securities Claims Trust Unit Distribution from the PSC Trust; and

**WHEREAS**, pending the distributions contemplated by the immediately preceding recital, the PSC Trust Assets will be held in trust pursuant to the terms of the Plan and this PSC Trust Agreement for the benefit of each Private Securities Claimant as a Holder of an Allowed Private Securities Claim in Classes R-6, GS-6, and RS-6 under the Plan (each, a "**Beneficiary**" and collectively, the "**Beneficiaries**"); and

**WHEREAS**, the PSC Trust is established for the sole purpose of distributing the PSC Trust Assets to the Beneficiaries, with no objective or authority to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the PSC Trust and the Plan; and

**WHEREAS**, for U.S. federal income tax purposes, the PSC Trust is intended to be treated as an agent of the Beneficiaries; and

**WHEREAS**, this PSC Trust Agreement is subject to the approval of the Bankruptcy Court in the Confirmation Order.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein and in the Plan, the Debtors, the reorganized Debtors, the PSC Trustee, intending to be legally bound, agree as follows:

## **ARTICLE I DEFINITIONS**

### **Section 1.1. Definitions.**

The terms defined in this section are specific to this PSC Trust Agreement. Capitalized terms used but not otherwise defined in this PSC Trust Agreement shall have the meanings ascribed to those terms in the Plan. For the purposes of this PSC Trust Agreement, the following terms (which appear in this PSC Trust Agreement with initial capitalized letters) shall have the meanings set forth below, and such meanings shall be equally applicable to the singular and to the plural form of the terms defined, unless the context requires otherwise.

“**Allocation Agreement**” means the Private Securities Claims Allocation Agreement, dated as of August 16, 2013, by and among the Private Securities Claimants, pursuant to which the parties thereto agreed to allocate the PSC Trust Assets among the Private Securities Claimants.

“**Bankruptcy Cases**” has the meaning ascribed thereto in the recitals.

“**Bankruptcy Code**” has the meaning ascribed thereto in the recitals.

“**Bankruptcy Court**” has the meaning ascribed thereto in the recitals.

“**Beneficiary**” or “**Beneficiaries**” has the meaning ascribed thereto in the recitals;

“**Business Day**” means any day other than Saturday, Sunday, and any day that is a legal holiday or a day on which banking institutions in New York, New York are required or authorized by law or governmental action to close.

“**Confirmation Order**” has the meaning ascribed thereto in the recitals.

“**Debtors**” has the meaning ascribed thereto in the preamble.

“**Designated DTC Participant**” means a participant (including a securities broker and dealer, a bank, a trust company, a clearing corporation, and other financial organizations) of DTC, as depositary, identified by a Private Securities Claimant to the PSC Trust as the party that will receive the distribution, on behalf of such Private Securities Claimant, of such Private Securities Claimant’s allocated share of the PSC Trust Assets.

“**Effective Date**” means the date on which the Plan becomes effective, in accordance with its terms.

“**Indemnified Person**” has the meaning ascribed thereto in Section 8.1.

“**IRS**” means the Internal Revenue Service.

“**IRS Form(s)**” has the meaning ascribed thereto in Section 6.10.

“**Liquidating Trust Unit**” has the meaning ascribed thereto in the recitals.

“**Main Liquidating Trust**” has the meaning ascribed thereto in the recitals.

“**Main Liquidating Trust Agreement**” means the liquidating trust agreement governing the Main Liquidating Trust.

“**Nominating Party**” has the meaning ascribed thereto in Section 3.4(a) of this PSC Trust Agreement.

“**Non-DTC Beneficiary**” has the meaning ascribed thereto in Section 6.4(a).

“**Original Beneficiary**” means any party that was a Beneficiary as of the Effective Date;

“**Person**” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, governmental body, or other entity.

“**Plan**” has the meaning ascribed thereto in the recitals.

“**Plan Support Agreement**” has the meaning ascribed thereto in the preamble.

“**PSC Board Designee**” has the meaning ascribed thereto in Section 3.4(a) of this PSC Trust Agreement.

“**PSC Board Seat**” has the meaning ascribed thereto in Section 3.4(a) of this PSC Trust Agreement.

“**PSC DTC Account**” has the meaning ascribed thereto in Section 4.5(a) of this PSC Trust Agreement.

“**PSC Trust**” has the meaning ascribed thereto in the preamble.

“**PSC Trust Agreement**” has the meaning ascribed thereto in the preamble.

“**PSC Trust Assets**” has the meaning ascribed thereto in the recitals.

“**PSC Trust Office**” means the address at which the PSC Trustee conducts business as set forth in Section 9.1 of this PSC Trust Agreement.

“**Quest**” has the meaning ascribed thereto in Section 4.1.

“**Register**” has the meaning ascribed thereto in Section 3.2.

“**Treasury Regulations**” mean U.S. Treasury Department regulations promulgated under the Internal Revenue Code of 1986, as amended.

### **Section 1.2. Rules of Construction.**

Except as otherwise expressly provided in this PSC Trust Agreement or unless the context otherwise clearly requires:

(a) References to designated articles, sections, and other subdivisions of this PSC Trust Agreement refer to the designated article, section, or other subdivision of this PSC Trust Agreement as a whole and to all subdivisions of the designated article, section, or other subdivision. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this PSC Trust Agreement as a whole and not to any particular article, section or other subdivision of this PSC Trust Agreement.

(b) Any term that relates to a document or a statute, rule, or regulation includes any amendments, modifications, supplements or any other changes that may have occurred since the document, statute, rule, or regulation came into being, including changes that occur after the date of this PSC Trust Agreement.

(c) Unless a provision is restricted as to time or limited as to frequency, all provisions under this PSC Trust Agreement are implicitly available from time to time.

(d) The term “including” and all its variations mean “including but not limited to.” Except when used in conjunction with the word “either,” the word “or” is always used inclusively (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”).

(e) All accounting terms used in an accounting context and not otherwise defined shall be construed in accordance with United States generally accepted accounting principles.

(f) In the computation of a period of time from a specified date to a later specified date or an open-ended period, the word “from” means “from and including” and the words “to” or “until” mean “to but excluding.” Likewise, in setting deadlines or other periods, “by” means “on or before,” and “after” means “from and after.”

All terms defined in this PSC Trust Agreement shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein.

## **ARTICLE II ORGANIZATION**

### **Section 2.1. Establishment of PSC Trust and Name.**

Pursuant to the Plan, the Debtors and the PSC Trustee hereby establish for the benefit of the Beneficiaries a trust that shall be known as the “**ResCap Private Securities Claims Trust**,” in which name the PSC Trustee may conduct the affairs of the PSC Trust as set forth in this PSC Trust Agreement.

### **Section 2.2. Office.**

The office of the PSC Trust shall be in care of the PSC Trustee at the PSC Trust Office or at any other address that the PSC Trustee may designate by written notice to the Beneficiaries.

### **Section 2.3. Declaration of PSC Trust.**

Upon the Effective Date, the PSC Trustee shall have all the rights, powers and duties set forth herein, in the Plan and pursuant to applicable law for accomplishing the purposes of the PSC Trust. The PSC Trustee is hereby authorized to file with any governmental authority any documents necessary to establish the PSC Trust.

**Section 2.4. Appointment of PSC Trustee.**

The appointment of the PSC Trustee was approved by the Bankruptcy Court in the Confirmation Order and the PSC Trustee shall commence serving as the PSC Trustee on the Effective Date; provided, however, that the party appointed as the PSC Trustee shall be permitted to act in accordance with the terms of the PSC Trust Agreement from the date the Confirmation Order is entered through the Effective Date.

**Section 2.5. Acceptance of PSC Trust.**

The PSC Trustee accepts the PSC Trust Assets and agrees to promptly distribute the PSC Trust Assets in accordance with Section 6.4(a) of this PSC Trust Agreement, subject to the terms of the Plan, the Confirmation Order and this PSC Trust Agreement.

**Section 2.6. [RESERVED]**

**Section 2.7. Conveyance of PSC Trust Assets.**

On the Initial Unit Distribution Date, the Main Liquidating Trust will issue to the PSC Trust the Private Securities Claims Trust Unit Distribution, and the PSC Trust shall accept the Private Securities Claims Trust Unit Distribution in trust for the benefit of the Beneficiaries.

**Section 2.8. Nature and Purpose of the PSC Trust.**

(a) Purpose. The PSC Trust shall be established for the sole purpose of distributing the Private Securities Claims Trust Unit Distribution and the proceeds thereof, with no objective to continue or engage in the conduct of a trade or business. Subject to definitive guidance from the IRS, for U.S. federal income tax purposes, all parties shall treat the PSC Trust as an agent of the Beneficiaries.

(b) Manner of Acting. The PSC Trustee shall oversee the distribution of the PSC Trust Assets in a cost-effective manner in accordance with Section 6.4(a) of this PSC Trust Agreement, the Plan and the Confirmation Order, and shall not unduly prolong the duration of the PSC Trust.

**Section 2.9. Status of PSC Trustee.**

The PSC Trustee is not authorized to engage, and shall not engage, in any trade or business with respect to the PSC Trust Assets or any proceeds therefrom, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the PSC Trust.

**ARTICLE III  
THE BENEFICIARIES**

**Section 3.1. Rights of Beneficiaries.**

Each Beneficiary shall be entitled to participate in the rights due to a Beneficiary hereunder. Each Beneficiary shall have a beneficial interest in the PSC Trust subject to all of the terms and provisions of this PSC Trust Agreement and the Plan, and each of the Private Securities Claims is hereby deemed to be an allowed claim in the Bankruptcy Cases, in the respective amounts sufficient to justify the distributions provided herein and in the Allocation Agreement. The interest of a Beneficiary of the PSC Trust is in all respects personal property. A Beneficiary shall have no title to, right to, possession of, management of, or control of, the PSC Trust Assets, except as herein expressly provided. The sole interest of the Beneficiaries shall be the rights and benefits given to such Persons under this PSC Trust Agreement.

**Section 3.2. Transfer of Liquidating Trust Units.**

To the extent a Beneficiary has identified its Designated DTC Participant to the PSC Trustee and received Liquidating Trust Units in accordance with Section 6.4(a) of this PSC Trust Agreement, such Liquidating Trust Units shall be freely negotiable and transferrable to the extent provided in the Main Liquidating Trust Agreement and the provisions of applicable securities laws. For so long as DTC continues to serve as depository for the Liquidating Trust Units, the transferability of Liquidating Trust Units shall also be subject to the requirements of DTC's electronic book-entry system. The PSC Trustee shall maintain a register (the "**Register**"), which may be a distribution matrix or other appropriate register, to record the number of Liquidating Trust Units held by each of the Original Beneficiaries. Any Original Beneficiary that purchases or sells any Liquidating Trust Units shall notify the PSC Trustee of the number of Liquidating Trust Units purchased or sold within three (3) business days of the closing of such purchase or sale, and the PSC Trustee shall update the Register accordingly. The Register shall be kept at the PSC Trust Office, pending termination of the Main Liquidating Trust.

**Section 3.3. No Legal Title in Beneficiaries.**

No Beneficiary shall have legal title to any part of the PSC Trust Assets (prior to the distribution to a Beneficiary of its allocated share thereof). No transfer by operation of law or otherwise, of the right, title and interest of any Beneficiary in and to the PSC Trust Assets or hereunder shall operate to terminate this PSC Trust or entitle any successor or transferee of such Beneficiary to an accounting or to the transfer to it of legal title to any part of the PSC Trust Assets.

**Section 3.4. Appointment and Replacement of Main Trust Board Designee..**

(a) In accordance with the Plan Support Agreement, the Private Securities Claimants have the right to designate a member of the board of the Main Liquidating Trust (the "**PSC Board Designee**"). The right to name and/or replace the PSC Board Designee, or to decline to fill a vacancy of such position, shall be vested in the Original Beneficiary that holds the largest number of Liquidating Trust Units (the "**Nominating Party**") at the time a PSC Board Designee is to be appointed or replaced, determined by reference to the Register.

(b) In the event there is a vacancy on the Liquidating Trust Board (as defined in the Main Trust Agreement) with respect to the board seat previously held by the PSC Board Designee (the “**PSC Board Seat**”), the PSC Trustee will, within three (3) business days of such vacancy, notify the Nominating Party of the vacancy of the PSC Board Seat. The Nominating Party will then notify the remaining Original Beneficiaries, utilizing the list of contact parties set forth in Schedule I hereto, within three (3) business days of its becoming aware of such vacancy. Such notice shall constitute an offer to consult with any interested Original Beneficiary prior to naming a replacement or declining to fill a vacancy of the PSC Board Seat.

(c) If the Nominating Party does not exercise its right to name a replacement upon vacancy of the PSC designated Board seat within 45 days of receiving notice of such a vacancy from the PSC Trustee, the right to name a replacement PSC Board Designee or allow the seat to lapse shall pass to the Original Beneficiary with the next largest holding of Liquidating Trust Units, who may assume the right to name a replacement or let the seat lapse. If no replacement has been made and there has been no decision to allow the seat to lapse within 60 days of the original vacancy notice, such right shall revert to the Liquidating Trust Board. However, in the event of a subsequent vacancy in the PSC Board Seat, the Nominating Party shall retain the right to name a replacement or allow the seat to lapse.

(d) For the avoidance of doubt, rights to designate the PSC Board Designee (i) shall not be transferrable other than on the basis of a change in the identity of the Nominating Party in accordance with this Section 3.4, (ii) are not the personal property of any holder, and (iii) without limitation, shall not vest in any transferee (or subsequent transferee) of an Original Beneficiary.

(e) This Section 3.4 shall survive the termination of the PSC Trust.

#### **ARTICLE IV THE PSC TRUSTEE**

##### **Section 4.1. Appointment and Tenure of PSC Trustee.**

Quest Turnaround Advisors, LLC (“**Quest**”) shall be the PSC Trustee until the PSC Trustee’s resignation, death, replacement in accordance with Section 4.2 of this PSC Trust Agreement, or completion of all tasks related to the winding up of the PSC Trust, in accordance with Section 7.2 of this PSC Trust Agreement.

##### **Section 4.2. Tenure and Replacement of the PSC Trustee.**

Subject to Section 2.4 above, the authority of the PSC Trustee shall be effective as of the Effective Date and shall remain and continue in full force and effect until (a) the PSC Trust is terminated in accordance with Section 7.1 of this PSC Trust Agreement and (b) the PSC Trustee has completed all tasks related to winding up the PSC Trust. In the event Quest is replaced as the Liquidating Trust Manager of the Main Liquidating Trust, the person named to replace Quest as the Liquidating Trust Manager of the Main Liquidating Trust shall automatically be appointed, and shall replace Quest, as the PSC Trustee, and all rights, powers, duties, authority, and privileges of the predecessor PSC Trustee hereunder shall be vested in and undertaken by the successor PSC Trustee without any further act.

**Section 4.3. [RESERVED]**

**Section 4.4. [RESERVED]**

**Section 4.5. Authority/Duties.**

Subject to any limitations contained in, or as otherwise provided by this PSC Trust Agreement or in the Plan or the Confirmation Order, the PSC Trustee shall have the following powers and authorities, subject to the terms and conditions of this PSC Trust Agreement:

(a) to establish a securities account, custodial account or other appropriate account at a securities broker and dealer, bank, trust company, clearing corporation, or other financial organization, in each case that is a participant of the Depository Trust Company (the "**PSC DTC Account**"), to receive the Private Securities Claims Trust Unit Distribution from the Main Liquidating Trust (and for the avoidance of doubt, the PSC Trustee shall not have the authority to open any interest bearing account);

(b) to distribute to the Beneficiaries their respective allocated shares of the PSC Trust Assets in accordance with the Allocation Agreement;

(c) to maintain the Register listing the Liquidating Trust Units held by each Original Beneficiary, in order to determine at any date the Original Beneficiary entitled to appoint or replace the PSC Trust board designee;

(d) to provide notice to each of the Original Beneficiaries, within three Business Days, if there is a change in the Original Beneficiary entitled to appoint or replace the PSC Trust board designee, which notice shall include the name and contact information (telephone number and/or email address) of the Original Beneficiary succeeding to such appointment and replacement rights; and

(e) to do any and all things reasonably necessary to accomplish the purposes of this PSC Trust Agreement, subject to and consistent with the Plan, the Allocation Agreement and the Confirmation Order.

**Section 4.6. Compensation of PSC Trustee.**

The PSC Trustee shall perform the duties hereunder as incidental to the duties performed for the Main Liquidating Trust and shall not be entitled to additional compensation for the services provided hereunder.

**Section 4.7. No Implied Obligations.**

No other covenants or obligations shall be implied into this PSC Trust Agreement. The PSC Trustee shall not be responsible in any manner whatsoever for the correctness of any recital, statement, representation, or warranty herein, or in any document or instrument evidencing or otherwise constituting a part of the PSC Trust Assets.

**Section 4.8. Unknown Property and Liabilities.**

The PSC Trustee shall only be responsible for the property delivered to the PSC Trust, and the PSC Trustee shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

**Section 4.9. No Bond.**

Notwithstanding any state law to the contrary, the PSC Trustee shall be exempt from giving any bond or other security in this jurisdiction.

**Section 4.10. Books and Records.**

The PSC Trustee shall maintain books and records relating to the PSC Trust, in such detail as may be necessary to enable the PSC Trustee to fulfill its obligations hereunder, and shall retain such books and records for a period of six (6) years following the termination of the PSC Trust.

**ARTICLE V  
[RESERVED]**

**ARTICLE VI  
ADMINISTRATION OF THE PSC TRUST**

**Section 6.1. Establishment of PSC DTC Account.**

Prior to the Effective Date, the PSC Trustee shall establish the PSC DTC Account to receive the Private Securities Claims Trust Unit Distribution from the Main Liquidating Trust.

**Section 6.2. Designation of Designated DTC Participants.**

Prior to the Effective Date, each Beneficiary shall identify to the PSC Trust its Designated DTC Participant, utilizing the form annexed hereto as Exhibit A, and shall provide to the PSC Trust such additional information concerning such Beneficiaries account(s) at its Designated DTC Participant as is necessary to enable the PSC Trust to make the distributions contemplated under Section 6.4 of this PSC Trust Agreement.

**Section 6.3. [RESERVED]**

**Section 6.4. Distribution Procedures.**

(a) Distributions. As soon as practicable after receiving the PSC Trust Assets from the Main Liquidating Trust (and in any event, within one Business Day thereof), the PSC Trustee shall (i) distribute to the Designated DTC Participant of each Beneficiary that has identified to the PSC Trustee a Designated DTC Participant such Beneficiary's allocated share of the PSC Trust Assets, calculated in accordance with Schedule I annexed to the Allocation Agreement (with the identity of each Original Beneficiary and their respective allocations to be provided separately to, and confirmed by, the PSC Trust), and (ii) provide written notice that such distribution has been made to each of the parties listed on Schedule I hereto. Upon the receipt by a Designated DTC Participant of the respective Beneficiary's allocable share of the PSC Trust Assets, all future distributions to such Beneficiary shall be made directly by the Main Liquidating Trust on account of such Beneficiary's Liquidating Trust Units, and such Beneficiary shall not be entitled to receive any further distributions from the PSC Trust (except in the case of the misdelivery of any property) .

(b) Return of Distributions. If a Beneficiary otherwise entitled to receive an allocated share of the Private Securities Claims Trust Unit Distribution has not identified to the PSC Trustee a Designated DTC Participant prior to the Effective Date (each a "**Non-DTC Beneficiary**"), then following the transfer to the PSC Trust of the Private Securities Claims Trust Unit Distribution, the PSC Trustee shall return to the Main Liquidating Trust the Liquidating Trust Units such Non-DTC Beneficiary would otherwise be entitled to receive, together with any cash distributed in respect of such Liquidating Trust Units, and the Main Liquidating Trust shall hold and disburse such Liquidating Trust Units or cash as provided in Section 4.5 of the Main Liquidating Trust Agreement.

**Section 6.5. [RESERVED]**

**Section 6.6. [RESERVED]**

**Section 6.7. [RESERVED]**

**Section 6.8. Further Authorization.**

The PSC Trustee shall be entitled to seek any orders, judgments, injunctions and rulings as it deems necessary to carry out the intentions and purposes, and to give full effect to the provisions of the Plan, the Confirmation Order, and this PSC Trust Agreement.

**Section 6.9. Withholding and Reporting Requirements.**

The PSC Trustee shall comply with all applicable tax withholding and reporting requirements imposed by any U.S. federal, state, provincial, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The PSC Trustee shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements.

**Section 6.10. Determination of Tax Information With Respect to Allowed Claims.**

Each Beneficiary shall provide to the PSC Trust prior to the Effective Date a valid properly completed IRS Form W-9 or a valid properly completed IRS Form W-8BEN, W-8ECI, W-8EXP or W-8IMY (including any successor, or otherwise applicable, form, individually, an “**IRS Form**” and, collectively, the “**IRS Forms**”), as applicable. To the extent necessary, the PSC Trust may provide copies of the Beneficiaries’ IRS Forms to the Main Liquidating Trust.

**Section 6.11. Tax Returns/Tax Matters.**

The PSC Trustee shall file any required tax returns for the PSC Trust in a manner consistent with Section 2.8(a) of this PSC Trust Agreement. The PSC Trustee shall make such information available to the Beneficiaries in order to enable them to properly file their separate tax returns and withhold and pay any amounts required by any applicable tax law.

**ARTICLE VII  
DURATION OF PSC TRUST**

**Section 7.1. Duration of PSC Trust.**

The PSC Trust shall terminate three (3) business days after the PSC Trustee has completed distribution of the PSC Trust Assets to the Beneficiaries, and the PSC Trustee shall promptly take all actions necessary to wind up the affairs of the PSC Trust as soon as reasonably practicable. For the avoidance of doubt, in the event the PSC Trust has distributed all of the PSC Trust Assets to the Beneficiaries (utilizing their Designated DTC Participants), then the PSC Trust shall terminate three (3) business days thereafter.

**Section 7.2. Continuance of PSC Trust for Winding Up.**

After the termination of the PSC Trust and for the purpose of liquidating and winding up the affairs of the PSC Trust, the PSC Trustee shall continue to act until the PSC Trustee’s duties have been fully performed. Upon termination of the PSC Trust, the PSC Trustee shall retain for a period of six (6) years the books, records, Register, and other documents and files which have been delivered to or created by the PSC Trustee. At the PSC Trustee’s discretion, all other records and documents may, but need not, be destroyed at any time after two (2) years from the completion and winding up of the affairs of the PSC Trust. Except as otherwise specifically provided herein, upon the termination of the PSC Trust, the PSC Trustee shall have no further duties or obligations hereunder.

**ARTICLE VIII  
INDEMNIFICATION; LIMITATIONS ON LIABILITY**

**Section 8.1. General Indemnification.**

The PSC Trust shall indemnify, defend, and hold harmless any Person who was, or is, a party, or is threatened to be made a party, to any pending or contemplated investigation, action, suit or proceeding, by reason of the fact that such Person is or was the PSC Trustee or one of its officers, directors, employees, representatives, counsel or agents (each, an “**Indemnified**

**Person**”), from and against any and all claims, causes of action, liabilities, obligations, losses, damages, costs, expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred or paid by such Indemnified Person in connection with such investigation, action, suit or proceeding, or the defense or settlement of any such investigation, action, suit, proceeding, claim, issue or matter therein, to the extent of its assets legally available for that purpose and to the fullest extent, permitted by applicable law, except to the extent such liability is determined to be the result of willful misconduct, bad faith or gross negligence.

**Section 8.2. No Recourse.**

To the extent permitted by law, absent willful misconduct, no recourse shall ever be had, directly or indirectly, against the PSC Trustee personally, or against any agent, representative, affiliate, attorney, accountant, financial consultant or other professional of the PSC Trustee, for actions taken or omitted to be taken in connection with the PSC Trust, by legal or equitable proceedings, or by virtue of any statute or otherwise, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the PSC Trustee under the Plan, the Confirmation Order or this PSC Trust Agreement; it being expressly understood and agreed that all such liabilities, covenants and agreements shall be enforceable only against and be satisfied only out of the PSC Trust Assets

**Section 8.3. No Liability for Successor Trustee.**

No successor PSC Trustee shall be in any way responsible or liable for the acts or omissions of any predecessor PSC Trustee in office prior to the date on which such Person becomes the PSC Trustee, nor shall such successor PSC Trustee be obligated to inquire into the validity or propriety of any such act or omission unless such successor PSC Trustee expressly assumes such responsibility. Any successor PSC Trustee shall be entitled to accept as conclusive any final accounting and statement of PSC Trust Assets furnished to such successor PSC Trustee by the predecessor PSC Trustee and shall further be responsible only for those PSC Trust Assets included in such statement. No predecessor PSC Trustee shall be in any way responsible or liable for the acts or omissions of any successor PSC Trustee, nor shall such predecessor PSC Trustee be obligated to inquire into the validity or propriety of any such act or omission.

**Section 8.4. Limitation on Liability.**

To the extent permitted by law, the PSC Trustee, the Beneficiaries, and their respective agents, affiliates, attorneys, accountants, financial consultants, or other professionals shall be exculpated from any liability for any errors or omissions made in connection with their duties or actions in connection with this PSC Trust Agreement, except for liability for any errors or omissions arising from their own gross negligence, willful misconduct or bad faith. No amendment modification or repeal of this Section 8.4 shall adversely affect any right or protection of the PSC Trustee, the Beneficiaries, and their respective agents, affiliates, attorneys, accountants, financial consultants, or other professionals that exists at the time of such amendment, modification or repeal.

**Section 8.5. Enforcement Costs.**

Any out-of-pocket professional fees, costs or expenses incurred by any Private Securities Claimant, the PSC Trustee or trustee of the Main Liquidating Trust in defending or enforcing the terms of this PSC Trust Agreement shall be recoverable from the Beneficiary or other party whose action or failure to act initiates such defense or enforcement expenditures (an “**Initiating Claimant**”), with right of offset (including reserves for offsets) against any distribution otherwise payable to such Initiating Claimant, except that no defense or enforcement recovery shall apply in the event that such Initiating Claimant is a prevailing party by final judgment.

**Section 8.6. Survival.**

Each section within this Article VIII shall survive the termination of the PSC Trust.

**ARTICLE IX  
MISCELLANEOUS PROVISIONS**

**Section 9.1. Notices.**

All notices, requests or other communications to the PSC Trustee hereto shall be in writing and shall be sufficiently given only if: (i) delivered in person; (ii) sent by electronic mail, or facsimile communication (as evidenced by a confirmed fax transmission report); (iii) sent by registered or certified mail, return receipt requested; or (iv) sent by a national commercial delivery service or courier. Until a change of address is communicated, as provided below, all notices, requests and other communications shall be sent to the following address, facsimile number, or email address:

To the PSC Trustee:

Jeffrey A. Brodsky  
The ResCap Private Securities Claims Trust  
c/o Quest Turnaround Advisors, LLC  
800 Westchester Avenue, Suite S-520  
Rye Brook, NY 10573  
Phone: 914-253-8100  
Fax: 914-253-8103  
Email: [jbrodsky@qtadvisors.com](mailto:jbrodsky@qtadvisors.com)

With a copy to:

The ResCap Private Securities Claims Trust  
c/o William R. Thompson  
General Counsel  
Residential Capital LLC  
1100 Virginia Drive, Suite 250  
MC:190-FTW-S35  
Fort Washington, PA 19034  
Phone 215-734-7543

Fax: 866-725-2979  
Email: [william.thompson@gmacrescap.com](mailto:william.thompson@gmacrescap.com)

Notices to each Beneficiary shall be to the (i) the address of each Beneficiary as set forth in the schedules of assets and liabilities filed by the Debtors with the Court unless superseded by the address set forth on any proof of claim filed by such Beneficiary, or (ii) the last known address of such Beneficiary if the Debtors and the PSC Trustee have been notified in writing of a change of address; provided that the notice of distribution pursuant to Section 6.4 of this PSC Trust Agreement shall be transmitted via email utilizing the addresses on Schedule I.

Any party from time to time may change its address, facsimile number or other information for the purpose of notices to that party by giving notice specifying such change to the PSC Trustee.

**Section 9.2. Effectiveness.**

This PSC Trust Agreement shall become effective upon the Effective Date.

**Section 9.3. Counterparts.**

This PSC Trust Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on all parties. Copies of executed counterparts may be exchanged by facsimile, email, or other electronic transmission and such an exchange shall constitute effective delivery by the parties of their respective executed counterparts.

**Section 9.4. Governing Law.**

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, this PSC Trust Agreement shall be governed by, construed under and interpreted in accordance with the laws of the State of New York, without regard to whether any conflicts of law that would require the application of the law of another jurisdiction.

**Section 9.5. Severability of Provisions.**

Any provision of this PSC Trust Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions of this PSC Trust Agreement or affecting the validity or enforceability of any of the terms or provisions of this PSC Trust Agreement in any other jurisdiction.

**Section 9.6. Entire Agreement.**

This PSC Trust Agreement (including the Recitals), the Allocation Agreement, the Plan, and the Confirmation Order constitute the entire agreement between and among the parties hereto and there are no representations, warranties, covenants or obligations except as set forth herein or therein. This PSC Trust Agreement, the Allocation Agreement, the Plan, and the Confirmation Order supersede all prior and contemporaneous agreements, understandings,

negotiations, discussions, written or oral, of the parties hereto, relating to any transaction contemplated hereunder; provided, however, to the extent that there is any conflict between the provisions of this PSC Trust Agreement, the Plan, and/or the Confirmation Order, each such document shall have controlling effect in the following rank order: (1) the Confirmation Order; (2) the Plan; and (3) this PSC Trust Agreement. Except as otherwise specifically provided herein, nothing in this PSC Trust Agreement is intended or shall be construed to confer upon or to give any person other than the parties thereto and their respective heirs, administrators, executors, successors, or assigns any right to remedies under or by reason of this PSC Trust Agreement.

**Section 9.7. Waiver.**

No failure or delay of any party to exercise any right or remedy pursuant to this PSC Trust Agreement shall affect such right or remedy or constitute a waiver by such party of any right or remedy pursuant thereto. Resort to one form of remedy shall not constitute a waiver of alternative remedies.

**Section 9.8. Relationship Created.**

The only relationship created by this PSC Trust Agreement is the relationship between the PSC Trustee and the Beneficiaries as set forth herein. No other relationship or liability is created. Nothing contained in this PSC Trust Agreement shall create or be construed as creating an association, partnership, or joint venture of any kind involving any Beneficiary, nor shall the PSC Trustee or the Beneficiaries, or any of them, for any purpose be, or be deemed to be or treated in any way whatsoever to be, liable or responsible hereunder as partners or joint venturers.

**Section 9.9. [RESERVED]**

**Section 9.10. [RESERVED]**

**Section 9.11. Retention of Jurisdiction by the Bankruptcy Court.**

The Bankruptcy Court shall retain jurisdiction to adjudicate any issue or dispute arising under this PSC Trust Agreement and any other matter that relates to the implementation of the terms and conditions of the Plan and the Confirmation Order. The PSC Trustee shall have standing in any such proceeding to enforce the rights of the PSC Trust or of the Beneficiaries arising under this PSC Trust Agreement. Any and all claims and disputes, if any, asserted against the PSC Trustee are subject to the exclusive jurisdiction of the Bankruptcy Court.

**Section 9.12. [RESERVED]**

**Section 9.13. Fiscal Year.**

The fiscal year of the PSC Trust will begin on the first day of January and end on the last day of December of each calendar year.

**Section 9.14. Investment Company Act.**

This PSC Trust is organized as a liquidating entity in the process of liquidation, and therefore should not be considered, and the PSC Trust does not and will not hold itself out as, an “investment company” or an entity “controlled” by an “investment company” as such terms are defined in the Investment Company Act of 1940, as amended.

*[Signature page to follow.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this PSC Trust Agreement or caused this PSC Trust Agreement to be duly executed by their respective representatives as of the day and year first written above.

Residential Capital, LLC

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

[\_\_\_\_\_], as PSC Trustee

By: \_\_\_\_\_

Name:

Title:

**Schedule I**

**[Notice Parties]**

<b><u>Name of Private Securities Claimant</u></b>	<b><u>Notice Address</u></b>
(i) AIG Asset Management (U.S.), LLC	<a href="mailto:cherie.schaible@aig.com">cherie.schaible@aig.com</a> , with a copy to <a href="mailto:scottshelley@quinnemanuel.com">scottshelley@quinnemanuel.com</a>
(ii) Allstate Insurance Company	<a href="mailto:pmcelvai@allstate.com">pmcelvai@allstate.com</a> , with a copy to <a href="mailto:ericwinston@quinnemanuel.com">ericwinston@quinnemanuel.com</a>
(iii) Asset Management Funds d/b/a AMF Funds, AMF Intermediate Mortgage Fund, AMF Ultra Short Mortgage Fund	<a href="mailto:rdsjr@shay.com">rdsjr@shay.com</a> with copies to <a href="mailto:marisohn@labaton.com">marisohn@labaton.com</a> and <a href="mailto:rsmith@labaton.com">rsmith@labaton.com</a>
(iv) Bank Hapoalim B.M.	<a href="mailto:AKoren@bhiusa.com">AKoren@bhiusa.com</a> with copies to <a href="mailto:marisohn@labaton.com">marisohn@labaton.com</a> and <a href="mailto:rsmith@labaton.com">rsmith@labaton.com</a>
(v) Cambridge I,	<a href="mailto:JonathanU@blbglaw.com">JonathanU@blbglaw.com</a> and <a href="mailto:DavidS@blbglaw.com">DavidS@blbglaw.com</a> with a copy to <a href="mailto:metkin@lowenstein.com">metkin@lowenstein.com</a>
(vi) Cambridge II	<a href="mailto:JonathanU@blbglaw.com">JonathanU@blbglaw.com</a> and <a href="mailto:DavidS@blbglaw.com">DavidS@blbglaw.com</a> with a copy to <a href="mailto:metkin@lowenstein.com">metkin@lowenstein.com</a>
(vii) Deutsche Zentra-Genossenschaftsbank, New York Branch, d/b/a DZ Bank AG, New York, DH Holding Trust	<a href="mailto:Jeffrey.Baun@dzbank.de">Jeffrey.Baun@dzbank.de</a> with copies to <a href="mailto:marisohn@labaton.com">marisohn@labaton.com</a> and <a href="mailto:rsmith@labaton.com">rsmith@labaton.com</a>
(viii) Federal Home Loan Bank of Boston	<a href="mailto:ggotto@krplc.com">ggotto@krplc.com</a>
(ix) Federal Home Loan Bank of Chicago	<a href="mailto:ggotto@krplc.com">ggotto@krplc.com</a>
(x) Federal Home Loan Bank of Indianapolis	<a href="mailto:ggotto@krplc.com">ggotto@krplc.com</a>
(xi) HSH Nordbank AG, HSH Nordbank AG Luxembourg Branch, HSH Nordbank AG New York Branch, HSH Nordbank Securities S.A.	<a href="mailto:paulette.fox@hsh-nordbank.com">paulette.fox@hsh-nordbank.com</a> with copies to <a href="mailto:marisohn@labaton.com">marisohn@labaton.com</a> and <a href="mailto:rsmith@labaton.com">rsmith@labaton.com</a>
(xii) Huntington Bancshares Inc.	<a href="mailto:gjarvis@gelaw.com">gjarvis@gelaw.com</a> and <a href="mailto:delman@gelaw.com">delman@gelaw.com</a>
(xiii) IKB Deutsche Industriebank AG, IKB International S.A. in liquidation	<a href="mailto:Joann.Kahn@ikb.de">Joann.Kahn@ikb.de</a> with copies to <a href="mailto:marisohn@labaton.com">marisohn@labaton.com</a> and <a href="mailto:rsmith@labaton.com">rsmith@labaton.com</a>
(xiv) John Hancock Life Insurance Company (U.S.A.)	<a href="mailto:gjarvis@gelaw.com">gjarvis@gelaw.com</a> and <a href="mailto:delman@gelaw.com">delman@gelaw.com</a>
(xv) Massachusetts Mutual Life Insurance Company	<a href="mailto:ewilliams@massmutual.com">ewilliams@massmutual.com</a> with copies to <a href="mailto:jenniferbarrett@quinnemanuel.com">jenniferbarrett@quinnemanuel.com</a> and <a href="mailto:scottshelley@quinnemanuel.com">scottshelley@quinnemanuel.com</a>
(xvi) Principal Life Insurance Company, Principal Funds, Inc., Principal Variable Contracts Funds, Inc.	<a href="mailto:Woods.Clint@principal.com">Woods.Clint@principal.com</a> with copies to <a href="mailto:marisohn@labaton.com">marisohn@labaton.com</a> and <a href="mailto:rsmith@labaton.com">rsmith@labaton.com</a>
(xvii) Prudential Insurance Company	<a href="mailto:ramsay.lewis@prudential.com">ramsay.lewis@prudential.com</a> with a copy to <a href="mailto:scottshelley@quinnemanuel.com">scottshelley@quinnemanuel.com</a>

(xviii) Sealink Funding Limited	<a href="mailto:Kirsty.Martey@nb.com">Kirsty.Martey@nb.com</a> with copies to <a href="mailto:marisohn@labaton.com">marisohn@labaton.com</a> and <a href="mailto:rsmith@labaton.com">rsmith@labaton.com</a>
(xix) Sticking Pensioenfonds ABP	<a href="mailto:gjarvis@gelaw.com">gjarvis@gelaw.com</a> and <a href="mailto:delman@gelaw.com">delman@gelaw.com</a>
(xx) The Union Central Life Insurance Company/Ameritas Life Insurance Corp./Acacia Life Insurance Company	<a href="mailto:metkin@lowenstein.com">metkin@lowenstein.com</a>
(xxi) the Western and Southern Life Insurance Company, Western-Southern Life Assurance Company, Columbus Life Insurance Company, Integrity Life Insurance Company, National Integrity Life Insurance Company, and Fort Washington Investment Advisors, Inc.	<a href="mailto:sfitzgerald@wmd-law.com">sfitzgerald@wmd-law.com</a>

**Exhibit A**

**[DTC Participant Information]**

Name of Private

Securities Claimant: \_\_\_\_\_

Address of Private

Securities Claimant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Broker, Bank or Financial Institution Information:

Company Name: \_\_\_\_\_

Contact Name at Company: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Email: \_\_\_\_\_

<p>This form must be completed and returned to the PSC Trustee with a completed IRS Form W-9 or IRS Form W-8BEN (or other applicable IRS Form W-8), at the address set forth in Section 9.1 of the PSC Trust Agreement.</p>
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**Exhibit 6**

### **Initial Members of the Liquidating Trust Board**

Set forth below is biographical information regarding the initial members of the Liquidating Trust Board upon the Effective Date.<sup>1</sup>

1. *John S. Dubel.* John S. Dubel has spent over 30 years in the turnaround and restructuring industry. He is CEO of Dubel & Associates, LLC, a firm that provides restructuring services to boards and companies. Mr. Dubel is currently serving as Chairman and Chief Executive Officer of Financial Guaranty Insurance Company (FGIC), a monoline bond insurance company, which he led through a precedent setting rehabilitation process. Mr. Dubel has previously been a Managing Director of Gradient Partners, L.P., a single strategy distressed hedge fund. Before joining Gradient, Mr. Dubel was a Managing Director with AlixPartners, LLC. Among others, he has served as Chief Restructuring Officer of Anchor Glass Container Corporation and Acterna Corporation, President and Chief Operating Officer at RCN Corporation, Chief Executive Officer of Cable & Wireless America, and CFO at WorldCom, Inc. Mr. Dubel received a Bachelor in Business Administration degree from the College of William and Mary.

2. *Mitchell Sonkin.* Mitchell I. Sonkin is currently a Senior Advisor to MBIA, Inc.. Prior to his role as an advisor, he served as Executive Vice President and Chief Portfolio Officer for the company. In his capacity as Chief Portfolio Officer, Mr. Sonkin was responsible for the oversight of MBIA's \$778 billion global portfolio of insured municipal, corporate and structured finance credits, including all workout, restructuring and litigation related remediation activities. He was also a member of the Board of MBIA Insurance Corporation and Capital Markets Assurance Corporation. Prior to this position, Mr. Sonkin was Managing Director and Head of the Insured Portfolio Management Division.

Mr. Sonkin was formerly senior partner and co-chair of the Financial Restructuring Department at the Wall Street law firm of Cadwalader, Wickersham & Taft and a member of its Management Committee. Before joining MBIA in 2004, Mr. Sonkin was a senior partner at the international law firm, King & Spalding, where he was co-chair of King & Spalding's Financial Restructuring Group and a member of the firm's Policy Committee. Prior to joining King & Spalding, He has over 30 years of experience in U.S. and international workouts and restructurings, corporate reorganization and insolvency matters, and has served as a court appointed examiner. Mr. Sonkin has played a significant role in complex structured finance, corporate, infrastructure, utility, healthcare and insurance company reorganizations and served as chief counsel in the rehabilitations of Mutual Benefit Life and Confederation Life Insurance (U.S.).

Mr. Sonkin has lectured and served on panels on such topics as distressed debt trading, utility restructurings and life insurance company reorganizations. Mr. Sonkin is a cum laude graduate of the Temple University College of Liberal Arts where he earned a bachelor's degree in political science and currently serves as the chairman of the Board of Visitors. He received his J.D. from the Syracuse University College of Law where he is a member of the Board of Advisors and its

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the "**Plan**").

Executive Committee. A member of the Bar of the State of New York, Mr. Sonkin is also admitted to practice before the U.S. Supreme Court.

3. *Matthew Doheny*. Matthew Doheny is the President of North Country Capital LLC, an advisory and investment firm focusing on investing in alternative investments and board advisory assignments. He previously served as Portfolio Manager of Fintech Advisory Inc., a hedge fund focusing on turnarounds as well as undervalued securities in US until December 2010. He also served as a Managing Director of the Distressed Assets Group of Deutsche Bank Securities Inc. from January 2000 to March 2008. Prior to Deutsche Bank, Mr. Doheny worked as an attorney in the Corporate Restructuring Departments of Orrick LLP, Kelley Drye & Warren LLP and Hancock & Estabrook LLP. Mr. Doheny was a candidate for the United States House of Representatives in 2010 and 2012 in the 21st Congressional District of New York. Mr. Doheny currently serves on the boards of the following companies: YRC Worldwide, Inc., Affinity Gaming, Arcapita Inc., and Kodak Inc. Mr. Doheny received a Bachelor of Arts degree from Allegheny College and a Juris Doctor from Cornell Law School.

4. *Paul J. Weber*. Paul J. Weber, a CPA, has over 32 years of professional experience including providing expert witness, accounting, auditing, litigation support and reorganization/restructuring consulting services to a wide variety of large and small business entities in diverse industries. He has worked on investigation/dispute and litigation support engagements involving forensic analysis, bankruptcy claims and preference/fraudulent conveyance litigation, construction litigation and claims, trust operations, loan processing/mortgage servicing operations, related party transactions and alleged fraud matters, calculation of damages, forensic accounting, and other litigation areas. Litigation-related work has included providing oral and written testimony in court, arbitration/mediation and regulatory proceedings. Additionally, he has also worked on a variety of bankruptcy/reorganization and out-of-court restructuring engagements (including providing testimony in court), which involved performing crisis management functions, the preparation and analysis of detail cash flow projections, preparation and analysis of comprehensive business plans, estate management/distribution agent, performance/management of treasury and financial reporting functions, analysis of debtor solvency and preparation and analysis of restructuring alternatives (including analysis of the income tax ramifications). Finally, with respect to general consulting and auditing, special task responsibilities have included the examination of financial statements; the preparation, review and evaluation of financial statements; the review and evaluation of internal accounting controls (and the development of recommendations); the preparation and review of financial forecasts; and small business problem identification and analysis.

5. *Samuel L. Molinaro, Jr.* Samuel L. Molinaro, Jr. is a Group Managing Director and heads the UBS Non-Core and Legacy division. He joined UBS as the chief operating officer of the Investment Bank in March 2012. Prior to joining UBS he was the chief executive officer of Braver Stern Securities from 2010-2011. Prior thereto, he spent 22 years at Bear Stearns, where he was executive vice president, chief operating officer and chief financial officer of The Bear Stearns Companies Inc. and its subsidiary Bear Stearns & Co. Inc. Mr. Molinaro was appointed to the executive committee in 2001 and served as executive vice president of The Bear Stearns Companies Inc. and its subsidiary Bear Stearns & Co. Inc. from 2001 to 2008. He was promoted to chief operating officer in 2007. Mr. Molinaro was a member of the Bear Stearns' Management

and Compensation Committee from 1998 through 2008. He was promoted to chief financial officer in 1996 and held that title through 2008. Mr. Molinaro has also served as a director of the Securities Industry and Financial Markets Association (SIFMA). He received a bachelor's of business administration from St. Bonaventure University in 1980. He serves as a trustee on the Board of Directors for both St. Bonaventure University and King Low Heywood Thomas School.

### **Liquidating Trust Board Compensation**

The following sets forth the compensation to be provided to members of the Liquidating Trust Board. The terms set forth herein are not exclusive and may be amended or supplemented as necessary by the Liquidating Trust Board pursuant to the Liquidating Trust Agreement.

Members of the Liquidating Trust Board (other than the Chairman of the Board) shall receive \$70,000 per year. The Chairman of the Liquidating Trust Board shall receive compensation equal to \$120,000 per year.

Members of the Liquidating Trust Board may serve on separate committees formed by the Liquidating Trust Board. If a member of the Liquidating Trust Board serves on a committee or committees, the member shall receive an additional \$10,000 per year per committee. If a member of the Liquidating Trust Board serves as Chairman or Chairwoman of a committee or committees, the member shall receive an additional \$20,000 per year per chairmanship, which includes compensation for the member's service on the committee itself.

In addition to the above compensation, the Board will be entitled to earn up to an additional \$500,000, for the whole board, based upon the Trust achieving certain performance metrics which will be determined prior to the Effective Date.

**Exhibit 7**

**Initial Members of Liquidating Trust Management<sup>1</sup>**

**(as of October 11, 2013)**

<b><u>Name</u></b>	<b><u>Title</u></b>
Quest Turnaround Advisors, LLC	Liquidating Trust Manager
Tammy Hamzehpour	Chief Business Officer
William Tyson	Chief Asset Disposition Officer
William Thompson	General Counsel
Deanna Horst	Chief Claims Officer
Jill Horner	Chief Finance Executive
Colette Wahl	Chief Administrative Officer

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<sup>1</sup> Base compensation of the members of Liquidating Trust Management disclosed herein shall remain unchanged from the amounts disclosed on the Debtors' consolidated monthly operating reports. Any incentive or retention-based compensation will be approved by the Liquidating Trust Board. Mr. Jeffrey A. Brodsky will lead the engagement for Quest Turnaround Advisors, LLC, and will be compensated at an hourly rate of \$795/hour, provided that such compensation may be converted into a fixed monthly fee with the consent of Mr. Brodsky and the Liquidating Trust Board. Mr. Brodsky may also be entitled to an incentive-based success fee, with the metrics, timing, and amount of such success fee to be approved by the Liquidating Trust Board.

**Exhibit 8**

**Initial Members of the Borrower Claims Trust Committee**

Set forth below is information regarding the initial members of the Borrower Claims Trust Committee upon the Effective Date.<sup>1</sup>

1. Rowena Drennen for the Kessler Settlement Class in the consolidated class action styled *In re Community Bank of Northern Virginia Second Mortgage Lending Practice Litigation*, consolidated in the United States District Court for the Western District of Pennsylvania, MDL No. 1674, Case Nos. 03-0425, 02-01201, 05-0688, 05-1386.

2. Steven Mitchell for the Mitchell Settlement Class in the civil action styled *Steven and Ruth Mitchell v. Residential Funding Company, LLC, et al.*, currently pending before the Circuit Court of Jackson County, Missouri, Division 4, Case No. 03-CV-220489.

3. [Mark Strauss as counsel for the putative Rothstein Class.]

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the “**Plan**”).

**Borrower Claims Trust Committee Compensation**

The following sets forth the compensation to be provided to members of the Borrower Claims Trust Committee. The terms set forth herein are not exclusive and may be amended or supplemented as necessary by the Borrower Claims Trust Committee pursuant to the Borrower Claims Trust Agreement.

Other than (a) a fee of \$250.00 per meeting of the Borrower Claims Trust Committee or any committee formed by the Borrower Claims Trust Committee and (b) the reasonable expenses, if any, of attendance at such meetings, the members of the Borrower Claims Trust Committee will not be compensated for the time spent in preparation for and participation in meetings of the Borrower Claims Trust Committee or any committee thereof.

**Borrower Claims Trustee**

Peter S. Kravitz, Esq., managing principal of Solution Trust, will be appointed Borrower Claims Trustee on the Effective Date.

**Exhibit 9**

### **Identity of the Private Securities Claims Trustee**

Set forth below is information regarding the identity of the Private Securities Claims Trustee upon the Effective Date.<sup>1</sup>

*Quest Turnaround Advisors, LLC*. Quest Turnaround Advisors, LLC (“**Quest**”) led by Mr. Jeffrey A. Brodsky, will serve as Private Securities Claims Trustee upon the Effective Date. Mr. Brodsky, 55, co-founded Quest, a financial advisory and restructuring firm in Rye Brook, NY in 2000 and has been a Managing Director of Quest since that time. Mr. Brodsky is currently leading Quest’s role as a consultant to the Unsecured Creditors Committee of Residential Capital, LLC and, upon the Effective Date, will lead Quest’s engagement as the Liquidating Trust Manager of the Liquidating Trust. He also continues to lead Quest’s role as Plan Administrator of Adelpia Communications Corporation and as Trust Administrator of the Adelpia Recovery Trust. Mr. Brodsky holds a Bachelor’s degree from New York University College of Business and Public Administration and a Master’s degree from its Graduate School of Business. He is a Certified Public Accountant. Mr. Brodsky is currently a Director of Euramax Holdings, Inc., Horizon Lines, Inc., Broadview Networks Holdings, Inc. and inMotion, Inc.

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the “**Plan**”).

**Exhibit 10**

### **Borrower Trust True-Up**

Pursuant to Articles I.A.208 and IV.F of the Plan,<sup>1</sup> the amount of the Borrower Trust True-Up shall be set forth in the Plan Supplement.

Following a thorough analysis of the Borrower Claims asserted against the Debtors (the “**True-Up Analysis**”), the Plan Proponents submit that a Borrower Trust True-Up is not required. In accordance with the terms of the Plan Support Agreement, on October 1, 2013, the Plan Proponents made a presentation to the Kessler Class Claimants of the True-Up Analysis. Although the Kessler Class Claimants must undertake a further detailed review of the analysis before determining not to object to the True-Up Analysis in connection with Confirmation, their initial reaction to the True-Up Analysis is consistent with the Plan Proponents’ conclusion that no Borrower Trust True-Up is necessary.

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the “**Plan**”).

**Exhibit 11**

## **COOPERATION AGREEMENT**

This agreement (the “Cooperation Agreement”) is made and entered into as of the Effective Date, by and between the Liquidating Trust and the Kessler Settlement Class. The Liquidating Trust and the Kessler Settlement Class are referred to collectively in this Cooperation Agreement as “the Parties” or individually as a “Party”.

### **RECITALS**

A. On May 14, 2012, the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court.

B. On or about August 23, 2013, the Debtors filed the Joint Chapter 11 Plan of Residential Capital, LLC, *et al.*, dated August 23, 2013 (as amended and supplemented and as confirmed, the “Plan”, and the related disclosure statement, the “Disclosure Statement”).

C. On or about August 23, 2013, the Bankruptcy Court approved the Disclosure Statement.

F. On August 23, 2013 and [\_\_\_\_], 2013, the Bankruptcy Court entered the Kessler Settlement Approval Orders.

D. On or about [\_\_\_\_], 2013, the Bankruptcy Court issued an order confirming the Plan.

E. On [\_\_\_\_], 2013, the Effective Date of the Plan occurred.

G. The Plan provides for the conveyance, transfer, and assignment of the GM Insurance Rights to the Liquidating Trust and the Kessler Settlement Class on the Effective Date.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, the Parties agree as follows:

### **DEFINITIONS**

Other than the terms defined below or elsewhere in this Cooperation Agreement, capitalized terms shall have the meaning assigned to them in the Plan.

### **AGREEMENT**

1. The Parties shall cooperate with each other in good faith to coordinate the prosecution of their respective GM Insurance Rights and shall use reasonable efforts not to prejudice the other’s GM Insurance Rights, provided that nothing in this Cooperation Agreement shall require either the Liquidating Trust or the Kessler Settlement Class to undertake any efforts that would materially adversely affect the position of the cooperating party.

2. Such cooperation shall include cooperating by bringing any insurance coverage action in a combined action or proceeding to the extent necessary to avoid insurance company defenses based on splitting of a cause of action through partial assignment. To the extent the Parties after good faith consultation cannot agree on the venue or forum for a combined action (if necessary) or on any other action that must be done by the Parties unitarily then each Party shall provide the other party in writing their recommended decision and the reasons therefor with respect to the venue or forum for the combined action or any other action that must be done by both Parties unitarily (the "Writing"). Within ten (10) days the Parties shall further consult in good faith and if no agreement can be reached with respect to the venue or forum for a combined action then each Party shall submit within five (5) days its Writing to an independent arbitrator for a binding and non appealable determination. The independent arbitrator for any such determination shall be: \_\_\_\_\_. All costs of the independent arbitrator shall be shared equally by the Parties. With respect to any other action that must be done by both Parties unitarily which does not involve the venue or forum for a combined action, within ten (10) days the Parties shall further consult in good faith and if no agreement can be reached then the Kessler Settlement Class shall have the right to select the other action for the Parties that must be done unitarily.

3. Each assignee of the GM Insurance Rights shall bear its own attorney's fees, costs and expenses in pursuing recovery on the rights assigned to it.

4. Except as expressly limited or conditioned in paragraphs 5 and 6, each Party shall have sole settlement authority with respect to its claims subject to the terms of the Kessler Settlement Agreement.

5. Before any Party enters into a settlement involving any of its GM Insurance Rights, it shall give the other Party at least fourteen (14) days' notice of the proposed settlement, and disclose to the other Party any proposed amount to be paid under any of the GM Policies. Settlement can proceed as soon as the other Party consents or the fourteen (14) day notice period has been expired, unless otherwise ordered by the Bankruptcy Court.

6. After any Party enters into a settlement involving any of its GM Insurance Rights, it shall, within fourteen (14) days of entering into the settlement, notify the other Party of the settlement and disclose to the other Party any amounts to be paid under any of the GM Policies. Any settlement entered into by any Party concerning its GM Insurance Rights shall contain a provision authorizing the disclosure to the other Party of the amount to be paid under any of the GM Policies and a provision whereby the settling insurance companies agree to waive any defense of splitting a cause of action or of merger and bar as to the non-settling Party arising out of, relating to, or resulting from the settlement.

7. The Parties to this Cooperation Agreement have common legal interests in connection with potential claims that have been or may be asserted in connection with the GM Insurance Rights ("Common Interests"). To protect and advance those Common Interests, the Parties desire, from time to time, to exchange certain confidential, privileged, and/or work product information among themselves or their counsel, including the thoughts, mental impressions, and strategies of counsel, without waiving otherwise applicable privileges and

protections. The Parties believe that exchanging such information is necessary to further their Common Interests, and, in the event of litigation, their joint defense.

8. The Parties intend by this Cooperation Agreement to invoke as broadly as is legally permissible the joint defense doctrine and the common interest doctrine with respect to any materials shared pursuant to this Cooperation Agreement.

9. Any notice required pursuant to this Cooperation Agreement shall be provided by email and by either regular mail or overnight mail, to the following:

As to the Kessler Settlement Class:

R. Frederick Walters  
WALTERS, BENDER, STROHBEHN & VAUGHAN, P.C.  
2500 City Center Square  
1100 Main  
Kansas City, MO 64105  
Emailfwalters@wbsvlaw.com

Bruce Carlson  
CARLSON LYNCH LTD.  
PNC Park  
115 Federal Street, Suite 210  
Pittsburgh, PA 15212  
Email: bcarlson@carlsonlynch.com

As to the Liquidating Trust:

if to the Delaware Trustee, to:

[\_\_\_\_\_]
Attention: Trust Administration

if to the Liquidating Trust, to:

[\_\_\_\_\_]

10. This Cooperation Agreement shall not create any agency or similar arrangement among the Parties. No Party shall have authority to waive or settle any claims, GM Insurance Rights or other rights on behalf of any other Party; nor shall any waiver or settlement by any Party be construed to apply to any claims, GM Insurance Rights or other rights of the other Party.

11. This Cooperation Agreement supersedes all prior oral and written understandings, agreements, and arrangements between the Parties with respect to the Cooperation Agreement.

For the avoidance of doubt, this Cooperation Agreement does not supersede any other rights and obligations of the Parties as set forth in the Kessler Settlement Agreement, the Plan, the Confirmation Order or the Liquidating Trust Agreement. Except for those set forth expressly in this Cooperation Agreement, there are no agreements, covenants, promises, representations or arrangements between the Parties with respect to the Cooperation Agreement.

12. This Cooperation Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all Parties. This Cooperation Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

13. Each Party to this Cooperation Agreement warrants that it is acting upon its independent judgment and upon the advice of its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Cooperation Agreement.

14. This Cooperation Agreement shall be interpreted, construed, enforced, and administered in accordance with the laws of the state of New York, without regard to conflict of laws rules. This Cooperation Agreement shall be enforced in the Bankruptcy Court. The Parties waive any objection that each Party may now have or hereafter have to the venue of such suit, action, or proceeding and irrevocably consent to the jurisdiction of the Bankruptcy Court in any such suit, action, or proceeding, and agree to accept and acknowledge service of any and all process which may be served in any such suit, action, or proceeding.

15. This Cooperation Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and legal representatives. If any additional assignments of GM Insurance Rights are made under the GM Policies, the provisions and obligations under this Cooperation Agreement shall be binding on and extend to any such assignees and their respective successors, assigns, executors, administrators, heirs and legal representatives as set forth in Section 5(b) of the Kessler Settlement Agreement.

16. This Cooperation Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Cooperation Agreement.

17. With respect to itself, each Party to this Cooperation Agreement represents, covenants and warrants that (a) it has the full power and authority to enter into and consummate all transactions contemplated by this Cooperation Agreement and has duly authorized the execution, delivery, and performance of this Cooperation Agreement, and (b) the person executing this Cooperation Agreement has the full right, power and authority to enter into this Cooperation Agreement on behalf of the Party for whom he/she has executed this Cooperation Agreement, and the full right, power, and authority to execute any and all necessary instruments in connection herewith, and to bind such Party fully to the terms and obligations of this Cooperation Agreement.

18. Except where the context otherwise requires, words importing the masculine gender include the feminine and the neuter, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, and other entities. The term “including” shall mean “including, without limitation.”

19. The Parties acknowledge and agree that any breach of this Cooperation Agreement may result in immediate and irreparable injury for which there is no adequate remedy available at law, and the Parties agree that, in addition to any other remedies available, specific performance and injunctive relief are appropriate remedies to compel performance of this Cooperation Agreement.

20. Nothing in this Cooperation Agreement shall constitute, or be construed as, an admission that any Party is liable to any other Party or to any person not a party to this Cooperation Agreement. This Cooperation Agreement shall not be admissible in evidence nor shall it be used as evidence in any action or proceeding for any purpose other than for the purpose of enforcing the terms of this Cooperation Agreement.

21. Any provision of this Cooperation Agreement held to be invalid, illegal, or unenforceable shall be ineffective to the extent of such invalidity, illegality, or unenforceability without affecting the validity, legality, or enforceability of the remaining provisions.

22. This Cooperation Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original and all of which taken together shall constitute one Cooperation Agreement. This Cooperation Agreement may be executed and delivered by each Party by facsimile or electronic mail and a facsimile or electronic mail of this Cooperation Agreement when so executed shall be binding as an original.

IN WITNESS WHEREOF, the undersigned parties and their counsel have executed this Cooperation Agreement:

Dated: \_\_\_\_\_

THE KESSLER SETTLEMENT CLASS

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

THE LIQUIDATING TRUST

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Exhibit 12**

**Policy Numbers for the GM Policies**

**General Motors  
Combined Specialty Insurance Program  
12/15/00 – 12/15/03**

<b>Insurer</b>	<b>% of</b>	<b>Limit</b>	<b>Policy</b>
<b>Primary - \$50 million</b>			
Lloyd's & British Cos.	100	\$50,000,000	823/FD0001142
<b>First Excess - \$50 mil xs \$50 mil</b>			
Hartford	40	\$20,000,000	NDA 0200454-00
CNA/Continental Casualty	20	\$10,000,000	169737324
Lloyd's & British Cos.	20	\$10,000,000	823/FD0001144
MAG/Clarendon	20	\$10,000,000	MAG 14 400436 50000
<b>Total</b>	<b>100</b>	<b>\$50,000,000</b>	
<b>Second Excess - \$100 mil xs \$100 mil</b>			
Swiss Re	100	<b>\$100,000,000</b>	MP 27049.1
<b>Third Excess - \$100 mil xs \$200 mil</b>			
ACE	25	\$25,000,000	GM-9384D
XL	25	\$25,000,000	XLE+O-03920-00
Starr Excess	25	\$25,000,000	6457606
Chubb Atlantic	25	\$25,000,000	(03) 3310-10-90
<b>Total</b>	<b>100</b>	<b>\$100,000,000</b>	
<b>Fourth Excess - \$100 mil xs \$300 mil</b>			
Zurich/Steadfast Ins. Co.	50	\$50,000,000	IPR 2185703-00
St. Paul Mercury	25	\$25,000,000	512CM0406
Axcelera/North Am. Specialty	25	\$25,000,000	BNX0000337-00
<b>Total</b>	<b>100</b>	<b>\$100,000,000</b>	
<b>Grand Total</b>		<b>\$400,000,000</b>	

**Exhibit 13**

### **List of Liquidating Trust Causes of Action**

The following list remains subject to further revision. The Plan Proponents expressly reserve the right to alter, modify, amend, remove, augment or supplement the following list at any time in accordance with the Plan (as defined below).

Article IV.R of the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al., and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended, the “*Plan*”) provides as follows:<sup>1</sup>

#### ***Preservation of Causes of Action.***

Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan (including pursuant to the Plan Support Agreement), or by a Final Order, in accordance with section 1123(b) of the Bankruptcy Code, the Borrower Claims Trust with respect to Borrower-Related Causes of Action, and the Liquidating Trust with respect to all other Causes of Action, shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action of the Debtors or the Debtors’ Estates, whether arising before or after the Petition Date, including any Causes of Action specifically enumerated in the Plan Supplement, and the Liquidating Trust’s and Borrower Claims Trust’s respective rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Liquidating Trust and the Borrower Claims Trust may pursue their respective Causes of Action, as appropriate, in accordance with the best interests of the respective Trust. **No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against such Entity as any indication that the Liquidating Trust or Borrower Claims Trust, as the case may be, will not pursue any and all available Causes of Action against such Entity. The Liquidating Trust and the Borrower Claims Trust expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan.** Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Bankruptcy Court order, the Liquidating Trust expressly reserves all Causes of Action other than Borrower-Related Causes of Action, and the Borrower Claims Trust expressly reserves all Borrower-Related Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. For the avoidance of doubt, the Plan does not release any Causes of Action that the Plan Proponents or the Liquidating Trust or Borrower Claims Trust have or may have now or in the future against any Entity other than the Released Parties (and only in their capacity as Released Parties).

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<sup>1</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Plan.

Except as otherwise provided in the Plan or in a Final Order, the Liquidating Trust reserves and shall retain Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Causes of Action that the Debtors may hold against any Entity that is not released under the Plan or a separate settlement approved by Final Order shall vest in the Borrower Claims Trust with respect to Borrower-Related Causes of Action and in the Liquidating Trust with respect to all other Causes of Action. The Liquidating Trust and Borrower Claims Trust, as the case may be, through their respective authorized agents or representatives, shall retain and may exclusively enforce any and all such Causes of Action. The Liquidating Trust has the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Causes of Action other than Borrower-Related Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court. The Borrower Claims Trust has the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any Borrower-Related Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to or action, order, or approval of the Bankruptcy Court.

Notwithstanding and without limiting the generality of Article IV.R of the Plan, the Debtors have identified below certain specific Causes of Action, including (a) claims related to contracts and leases; (b) claims related to pending and possible litigation; (c) claims related to accounts receivable and accounts payable, and (d) potential claims relating to RMBS recoveries. These categories, however, shall not be deemed limiting and any specific Cause of Action listed in one category shall be viewed as if listed in all.

Failure to include any Entity on the attached Schedules shall not constitute a release of such Entity and shall not indicate that causes of action against such Entity have not been retained. Moreover, failure to attribute any specific cause of action to a particular Entity on the attached Schedules shall not mean that such cause of action is not retained against such Entity. All possible causes of action, including causes of action not listed on the attached Schedules, are retained against all Entities not expressly released pursuant to the Plan or a Final Order.

### **Claims Related to Contracts and Leases**

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action based in whole or in part upon any and all contracts and leases to which any Debtor is a party or pursuant to which any Debtor has any rights whatsoever, regardless of whether such contract or lease is specifically identified herein. The claims and Causes of Action reserved include, among others, Causes of Action against mortgage servicing companies, borrowers, realtors, loan originators, insurance companies, correspondent lenders, suppliers of goods and services, vendors, financial institutions or any other parties:

(a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment or setoff; (b) for breach of contract, repurchase matters, breach of implied covenant of good faith and fair dealing, unjust enrichment, wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform under contracts with any one or more of the Debtors; (d) for payments, back charges, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, service provider, lessor or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory or statutory liens held by any one or more of the Debtors; (f) counterclaims and defenses related to any contractual obligations; (g) any turnover actions arising under section 542 or 543 of the Bankruptcy Code; (h) for unfair competition, interference with contract or potential business advantage, infringement of intellectual property or any tort claims; and (i) for any claims against the Debtors' insurance carriers, including for payments or other amounts owed by such insurance carrier pursuant to contracts of insurance or settlement agreements with insurers.

**Claims, Defenses, Cross-Claims and  
Counter-Claims Related to Litigation and Possible Litigation**

The Debtors are party to or believe they may become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, judicial or non-judicial, including those litigation, arbitration, or other types of adversarial proceedings or dispute resolution proceedings listed on the *Debtors' Statements of Financial Affairs* filed on June 30, 2012 and December 11, 2012, including, without limitation, any Claims or rights that the Debtors may have to participate as a plaintiff in a class action or other litigation.

**Claims Related to Accounts Receivable and Accounts Payable**

Unless otherwise released by the Plan, the Debtors expressly reserve all Causes of Action against or related to all entities that owe or that may in the future owe money to the Debtors or the Liquidating Trust regardless of whether such entity is explicitly identified in this Plan Supplement and any amendments thereto. Furthermore, the Debtors expressly reserve all Causes of Action against or related to all entities that assert or may assert that any Debtor or the Liquidating Trust owes money to them.

**Potential Claims Relating to RMBS Recoveries**

The Estates are in the process of reviewing loans placed into Residential Mortgage Backed Securities for recovery opportunities. Some of those loans were sold to the Estates via correspondent relationships. Those relationships are governed by contractual agreements that contain representations and warranties for loans sold to the Estates, whereby certain correspondents may have potentially breached the contractual agreements. The

Estates are investigating, and expressly reserve all Causes of Action against or related to any entity or person that sold or transferred any loan, mortgage, security, note or certificate to any Debtor, their affiliates, subsidiaries, officers, directors and employees, including, for the avoidance of doubt, entities that had a correspondent relationship with the Debtor.

Matter Name	Matter Number	Matter Summary	Matter Caption	Opened on Date	Allegation Type	Allegation Description	Business Unit	Case Type	State/Province
<b>ACTIVE MATTERS</b>									
ANDERSON - HOMECOMINGS FINANCIAL NETWORK VS. ALLSTATE INSURANCE COMPANY AND DOES 1-10 INCLUSIVE	693541	Claim against Allstate for hazard loss. Allstate claims the fire resulted from the explosion of a crystal methamphetamine lab in the house, and therefore claims an exclusion from coverage applies.	ANDERSON - HOMECOMINGS FINANCIAL NETWORK VS. ALLSTATE INSURANCE COMPANY AND DOES 1-10 INCLUSIVE	04/25/2005 12:00:00 AM	BK Stayed - No		ResCap - Estate	Lawsuit	Washington
FINANCIAL MORTGAGE AND VIJAY TANEJA VS. GMAC BANK	688197	Mortgage Repurchase. Amount owed \$4.4 million. Pending in US Bankruptcy Court for the Eastern District of Virginia. 12/29/08 - Attempting to recover \$4.6 million in bankruptcy proceeding in ND Va. Massive loan fraud broker selling copies of same note to multiple banks.	FINANCIAL MORTGAGE AND VIJAY TANEJA VS. GMAC BANK	07/31/2008 10:46:38 AM	BK Stayed - No		ResCap - Estate	Lawsuit	
MASSIMO -- HEALTHCARE EMPLOYEES FEDERAL CREDIT UNION V. GMAC MORTGAGE CORP., STEWART TITLE GUARANTY CO., REAL ESTATE ESCROW CO., INC.; ESTATE OF ARMONDO J. MASSIMO; VIOLET MILLER, CLOSING AGENT FOR STEWART TITLE AND/OR REAL ESTATE ESCROW CO	689758	Plaintiff HEFCU is alleging that contract with GMAC stipulated that we would only sell them first lien residential mortgages, and that the contract was breached.	MASSIMO -- HEALTHCARE EMPLOYEES FEDERAL CREDIT UNION V. GMAC MORTGAGE CORP., STEWART TITLE GUARANTY CO., REAL ESTATE ESCROW CO., INC.; ESTATE OF ARMONDO J. MASSIMO; VIOLET MILLER, CLOSING AGENT FOR STEWART TITLE AND/OR REAL ESTATE ESCROW CO., INC.;	12/17/2008 04:50:59 PM	BK Stayed - No	Judgment against Stewart Title	ResCap - Estate	Appeal	New Jersey
CLEARWATER MORTGAGE	695783	Affirmative Repurchase Matter.	CLEARWATER MORTGAGE	11/19/2009 02:34:16 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
TERRACE-TERRACE MORTGAGE COMPANY	695788	Affirmative Repurchase Matter. 18 Loans - \$2.5 million repurchase price 1/19/10 - Complaint served Case removed by Terrace to Federal Court.	TERRACE-TERRACE MORTGAGE COMPANY	11/19/2009 02:51:46 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
CITY FIRST MORTGAGE SERVICES LLC	705803	Affirmative Repurchase Matter.		11/19/2010 08:37:54 PM	BK Stayed - No		ResCap - Estate	Lawsuit	Utah
MEGA CAPITAL FUNDING INC.	705812	Affirmative Repurchase Matter.		11/19/2010 09:37:22 PM	BK Stayed - No		ResCap - Estate	Lawsuit	California
FAIRMONT FUNDING LTD.	711472	Affirmative Repurchase Matter.		03/16/2011 06:28:19 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
TUCK ANTWOINE	720522	GMACM agreed to accept a short payoff for this loan. We have received two different checks from the title company. Neither one has cleared. GMACM is filing a lawsuit against Pinnacle to recover the money.	GMAC Mortgage, LLC, Plaintiff v. 1st Pinnacle LLC, Defendant.	11/4/2011 08:40:52 PM	BK Stayed - No		ResCap - Estate	Lawsuit	Alabama
GVC MORTGAGE INC.	721488	Affirmative Repurchase Matter.		12/1/2011 04:40:28 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
PMC BANCORP	721493	Affirmative Repurchase Matter.		12/1/2011 05:15:22 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
SHORE FINANCIAL SERVICES INC	721498	Affirmative Repurchase Matter.		12/1/2011 05:52:23 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
EZ FUNDING/BAY VALLEY MORTGAGE	721526	Affirmative Repurchase Matter.		12/1/2011 08:09:43 PM	BK Stayed - No		ResCap - Estate	Lawsuit	

Matter Name	Matter Number	Matter Summary	Matter Caption	Opened on Date	Allegation Type	Allegation Description	Business Unit	Case Type	State/Province
KOENIG & STREY	722926	GMAC seeks to recover damages due and owing under the terms of an Assignment and Assumption of Lease Agreement between GMAC and K&S dated October 28, 2008, relating to a retail shopping center lease dated April 19, 2006, between CMR Limited Partnership, as landlord, and GMAC Mortgage Corporation, as tenant.	GMAC MORTGAGE, LLC formerly known as GMAC MORTGAGE CORPORATION v KOENIG & STREY, LLC	01/5/2012 05:16:11 PM	BK Stayed - No		ResCap - Estate	Lawsuit	Illinois
LENDAMERICA HOME LOANS INC.	723242	Affirmative Repurchase Matter.		01/12/2012 05:14:44 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
MCLAUGHLIN, LYNN	723336	GMAC filing a complaint against the defendant McLaughlin, who is a realtor for failure to submit all offers for property. Breached property listing agreement by failing to timely disclose to GMAC that she was acting as a dual agent.	GMAC Mortgage, LLC vs. Lynn McLaughlin (aka Lynn McLaughlin-Montero; Lynn McLaughlin, PLLC; and Does 1 through 50, inclusive	01/13/2012 07:33:56 PM	BK Stayed - No	BK does not apply.	ResCap - Estate	Lawsuit	California
SOUTHPORT BANK	724142	Affirmative Repurchase Matter.		01/27/2012 08:45:45 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
MORTGAGE AMERICA INC.	726763	Affirmative Repurchase Matter.		03/30/2012 08:41:42 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
PULTE HOMES INC.	728283	Affirmative Repurchase Matter.		05/3/2012 03:00:29 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
ABSOLUTE HOME MORTGAGE	728287	Affirmative Repurchase Matter.		05/3/2012 03:15:24 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
HOME FEDERAL SAVINGS	728342	Affirmative Repurchase Matter.		05/4/2012 06:51:48 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
LENOX FINANCIAL MORTGAGE	728343	Affirmative Repurchase Matter.		05/4/2012 06:54:37 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
LEE, SALLY S	728468	HELOC issue. Borrower took advantage of an offer by GMAC to accept 3k as payment in full of her 40k LOC. Somehow a 70k check was issued to the borrower in error. The borrower claims certain phone reps told her the money was an overage, so she thought it belonged to her and has since spent some of it.	GMAC MORTGAGE LLC vs SALLY S LEE and DOES 1 through 20	05/9/2012 02:56:10 PM	BK Stayed - No		ResCap - Estate	Lawsuit	California
CASAS HERMINA	732095	We have filed a lawsuit in this reverse mortgage case as we were never paid off when the borrower refinanced. We have alleged breach of contract, breach of implied covenant of good faith and fair dealings, declaratory relief, restitution for unjust enrichment, and for money had and received.	GMAC Mortgage, LLC v. The Union Labor Life Insurance Company and Does 1 through 25, Inclusive.	08/30/2012 05:01:16 PM	BK Stayed - No	We are plaintiffs, and are alleging breach of contract with title company	ResCap - Estate	Lawsuit	California
FLINN, PHILLIP	732538	Code of conduct violation (stealing from the Company).		09/14/2012 01:43:22 PM	BK Stayed - No		ResCap - Estate	Employment Action	Texas
THE MONEY SOURCE INC	735098	Affirmative Repurchase Matter.		12/7/2012 05:47:02 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
EAGLE NATIONAL BANK	735507	Affirmative Repurchase Matter.		12/19/2012 07:41:28 PM	BK Stayed - No		ResCap - Estate	Lawsuit	Pennsylvania
FUNDING RESOURCES MORTGAGE CORPORATION	736118	Affirmative Repurchase Matter.		01/11/2013 09:47:26 PM	BK Stayed - No		ResCap - Estate	Lawsuit	

Matter Name	Matter Number	Matter Summary	Matter Caption	Opened on Date	Allegation Type	Allegation Description	Business Unit	Case Type	State/Province
KROLL, ALLAN I.	737276	Complaint type letter received from borrower claiming we had no obligation to pay HOA dues. Reviewing potential recovery against HOA.	N/A	02/28/2013 07:15:43 PM	BK Stayed - No	Recovery case	ResCap - Estate	Lawsuit	Colorado
BONDCORP REALTY SERVICES, INC.	737753	Affirmative Repurchase Matter.		03/25/2013 08:57:12 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
GODKIN-PALERMO VICTORIA	737851	GMACM filed Complaint in 12/2012, seeking equitable lien on the property. GMACM believes lien as released in error due to a mutual mistake. Godkin-Palermo answered and filed counterclaim alleging breach of contract, violations of Montana Consumer Protect Act, negligence, etc.	GMAC Mortgage, LLC v. Victoria Godkin-Palermo and Paul William Palermo	03/29/2013 04:08:43 AM	BK Stayed - No		ResCap - Estate	Lawsuit	Montana
SAXON EQUITY MORTGAGE BANKERS LLC	2013-05-ET2618	Affirmative Repurchase Matter.	Saxon Equity Mortgage Bankers LLC v. Estate of Mark Wolf	05/20/2013 11:23:29 AM	BK Stayed - No		ResCap - Estate	Lawsuit	New York
KUBERT	2013-09-EQ5919	Case brought by GMACM for erroneous lien release by ETS. GMACM seeking a default judgment to reinstate the position of the liens. Borrower signed Rescission of Reconveyance and that has been recorded. Property Address: 657 Starbush Drive, Sunnyvale, CA.	GMACM v. Kubert, et al	09/17/2013 11:00:38 AM	BK Stayed - No		ResCap - Estate	Lawsuit	California
NATIONWIDE MORTGAGE CONCEPTS, LLC	737516	Fraud by former warehouse and sales customer (principally by delaying payoffs of prior mortgages in refinance situations and use of those monies for Nationwide operations needs).	Nationwide Mortgage Concepts, LLC	03/12/2013 07:25:59 PM	BK Stayed - No		ResCap - Estate	Lawsuit	
CRAIG EMBLEY / SPECTRUM		Criminal case where RFC was victim of approximately \$4 million fraud of Craig Embley, who guaranteed a warehouse line of credit provided by RFC to Spectrum Funding. RFC is in the final stages of negotiating the terms for Mr. Embley's guilty plea, which will include restitution to RFC; however, it is unclear whether Mr. Embley will have proceeds to pay such restitution.							
NAVIGATE ADVISORS/MF GLOBAL TBA CLAIM	720650	Navigate Advisors, a vendor to Ally, failed to confirm an assignment of a TBA trade between MF Global and Morgan Stanley prior to the MF Global bankruptcy.		11/9/2011 08:07:34 PM	BK Stayed - No		ResCap - Estate	Lawsuit	

**OUTSTANDING PROOFS OF CLAIM**













**Exhibit 14**

**Stipulated Allocation of Allowed Fee Claim**

Pursuant to Article IV.C.6 of the Plan,<sup>1</sup> the stipulated amount of the Allowed Fee Claim for counsel for the Institutional Investors shall be set forth in the Plan Supplement. The Allowed Fee Claim is 5.7% of the Allowed RMBS Trust Claims, which shall be distributed to counsel to the Institutional Investors as fees via direct allocation to counsel for the Institutional Investors and without conveyance to the RMBS Claims Trust, the RMBS Trustees, or the RMBS Trusts. As set forth in the Plan, the amount of the Allowed Fee Claim shall reduce the total Units distributed (and Cash distributed thereon) by the Liquidating Trust on account of RMBS Trust Claims to the RMBS Claims Trust, and shall have no impact on any other party entitled to a distribution under this Plan.

The Allowed Fee Claim shall be allocated to counsel for the Institutional Investors as follows:

<b>Institutional Investors Counsel</b>	<b>Allowed Fee Claim %</b>	<b>Allowed RMBS Trust Claims %</b>
Counsel to the Steering Committee Consenting Claimants	82.75%	4.71675%
Counsel to the Talcott Franklin Consenting Claimants	17.25%	0.98325%
<b>Total:</b>	<b>100%</b>	<b>5.7%</b>

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the "**Plan**").

**Exhibit 15**

### **Borrower-Related Causes of Action<sup>1</sup>**

The Debtors are or may be party to litigations, contested matters, claims objections, arbitrations or any other type of adversarial proceeding or dispute resolution proceeding with Borrowers, whether formal or informal, or judicial or non-judicial. Unless otherwise released by the Plan, the Debtors expressly reserve and assign to the Borrower Claims Trust all claims, defenses, cross-claims, setoffs and counterclaims that the Debtors may have against Borrowers with respect to any Borrower Claim.

The list of known pending and potential Borrower-Related Causes of Action will be filed by further supplement.

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the "**Plan**").

**Exhibit 16**

**Updated RMBS Trust Claims Schedules**

Pursuant to Articles I.A.208, I.A.261 and IV.C of the Plan,<sup>1</sup> attached are updated versions of Schedules 1-G, 1-R, 2-G, 2-R, 3-G, 3-R, 4-G, and 4-R.

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the “**Plan**”).

**EXHIBIT 1G**

**Except for the RMBS Trust Claims set forth in Schedules 1G, 1R, 2G, 2R, 3G, 3R, 4G and 4R, none of the Claims asserted by the RMBS Trustees on behalf of the RMBS Trusts (other than claims for the payment of certain fees and expenses as set forth in the Plan) will be entitled to a distribution under the Plan.**

**If any Servicing Agreement for an RMBS Trust currently listed on Schedule 4G and/or 4R is assumed by the Effective Date pursuant to a Final Order, that RMBS Trust's servicing damage claim shall become a Recognized Cure Claim and shall be included on Schedule 1G and/or 1R, as applicable, and shall be removed from the Recognized Unsecured Servicing Claims on Schedule 4G and/or 4R, as applicable. In addition, if final due diligence undertaken by the RMBS Trustees prior to the Effective Date reveals that a particular RMBS Trust should be moved between Schedule 1G or 1R, as applicable, and Schedule 4G or 4R, as applicable, such Schedules will be updated based on such final due diligence.**

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
2	ACE 1999-A [ALL]	Subprime 1999	9.00%	\$9	MBIA	\$0
3	ACE 2005-SL1 [ALL]	CES 2005	53.10%	\$5,834		\$5,834
4	ACE 2006-SL1 [ALL]	CES 2006	29.54%	\$4,797		\$4,797
5	ACE 2006-SL4 [ALL]	CES 2006	100.00%	\$5,209		\$5,209
6	ACE 2007-HE4 [1]	Subprime 2007	11.23%	\$41,211		\$41,211
7	ACE 2007-HE4 [2]	Subprime 2007	11.23%	\$55,872		\$55,872
8	ACE 2007-SL1 [1]	CES 2007	76.47%	\$244		\$244
9	ACE 2007-SL1 [2]	CES 2007	76.47%	\$1,120		\$1,120
10	AHM 2004-4 [1]	ALT-A 2004	0.00%	\$0		\$0
11	AHM 2004-4 [2]	ALT-A 2004	0.00%	\$0		\$0
12	AHM 2004-4 [3]	ALT-A 2004	0.00%	\$0		\$0
13	AHM 2004-4 [4]	ALT-A 2004	0.00%	\$0		\$0
14	AHM 2004-4 [5]	ALT-A 2004	0.00%	\$0		\$0
15	AHM 2004-4 [6]	ALT-A 2004	0.00%	\$0		\$0
16	AHM 2004-4 [7]	ALT-A 2004	100.00%	\$143,543	MBIA	\$0
17	AHM 2005-1 [1]	ALT-A 2005	0.00%	\$0		\$0
18	AHM 2005-1 [2]	ALT-A 2005	0.00%	\$0		\$0
19	AHM 2005-1 [3]	ALT-A 2005	0.00%	\$0		\$0
20	AHM 2005-1 [4]	ALT-A 2005	0.00%	\$0		\$0
21	AHM 2005-1 [5]	ALT-A 2005	0.00%	\$0		\$0
22	AHM 2005-1 [6]	ALT-A 2005	0.00%	\$0		\$0
23	AHM 2005-1 [7]	ALT-A 2005	0.00%	\$0		\$0
24	AHM 2005-1 [8]	ALT-A 2005	0.00%	\$0		\$0
25	AHM 2005-1 [9]	ALT-A 2005	100.00%	\$24,137	FGIC	\$24,137
26	AHM 2005-4 [1]	ALT-A 2005	0.00%	\$0		\$0
27	AHM 2005-4 [2]	ALT-A 2005	100.00%	\$59,598	FGIC	\$59,598
28	AHM 2005-4 [3]	ALT-A 2005	0.00%	\$0		\$0
29	AHM 2005-4 [4]	ALT-A 2005	0.00%	\$0		\$0
30	AHM 2005-4 [5]	ALT-A 2005	0.00%	\$0		\$0
31	AHM 2006-2 [1]	CES 2006	0.00%	\$0		\$0
32	AHM 2006-2 [2_1]	CES 2006	0.00%	\$0		\$0
33	AHM 2006-2 [2_2]	CES 2006	0.00%	\$0		\$0
34	AHM 2006-2 [3]	CES 2006	0.00%	\$0		\$0
35	AHM 2006-2 [4]	CES 2006	0.00%	\$0		\$0
36	AHM 2006-2 [5]	CES 2006	100.00%	\$14,573	CIFG	\$0
37	AHM 2007-A [I-1]	CES 2007	0.00%	\$0		\$0
38	AHM 2007-A [I-2]	CES 2007	0.00%	\$0		\$0
39	AHM 2007-A [I-3]	CES 2007	0.00%	\$0		\$0
40	AHM 2007-A [II]	CES 2007	0.00%	\$0		\$0
41	AHM 2007-A [III]	CES 2007	100.00%	\$14,026	Assured Guaranty	\$0
42	AHM 2007-SD1 [IV]	Subprime 2007	4.09%	\$4,699		\$4,699
43	ALBT 2007-S1 [ALL]	CES 2007	5.00%	\$17		\$17
44	ARMT 2004-5 [1]	ALT-A 2004	13.09%	\$1,164		\$1,164
45	ARMT 2004-5 [2]	ALT-A 2004	13.09%	\$2,271		\$2,271
46	ARMT 2004-5 [3]	ALT-A 2004	13.09%	\$1,717		\$1,717
47	ARMT 2004-5 [4]	ALT-A 2004	13.09%	\$1,446		\$1,446
48	ARMT 2004-5 [5]	ALT-A 2004	13.09%	\$1,112		\$1,112
49	ARMT 2004-5 [6]	ALT-A 2004	13.09%	\$1,394		\$1,394
50	ARMT 2004-5 [7A]	ALT-A 2004	13.09%	\$1,519		\$1,519

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
51	ARMT 2004-5 [7B]	ALT-A 2004	13.09%	\$3,372		\$3,372
52	ARMT 2005-1 [1]	ALT-A 2005	2.92%	\$575		\$575
53	ARMT 2005-1 [2]	ALT-A 2005	2.92%	\$968		\$968
54	ARMT 2005-1 [3]	ALT-A 2005	2.92%	\$513		\$513
55	ARMT 2005-1 [4]	ALT-A 2005	2.92%	\$605		\$605
56	ARMT 2005-1 [5A]	ALT-A 2005	2.92%	\$512		\$512
57	ARMT 2005-1 [5B]	ALT-A 2005	2.92%	\$1,449		\$1,449
58	ARMT 2005-10 [1]	ALT-A 2005	13.49%	\$2,629		\$2,629
59	ARMT 2005-10 [2]	ALT-A 2005	13.49%	\$6,177		\$6,177
60	ARMT 2005-10 [3]	ALT-A 2005	13.49%	\$7,412		\$7,412
61	ARMT 2005-10 [4]	ALT-A 2005	13.49%	\$2,867		\$2,867
62	ARMT 2005-10 [5]	ALT-A 2005	13.49%	\$10,392		\$10,392
63	ARMT 2005-10 [6]	ALT-A 2005	13.49%	\$6,484		\$6,484
64	ARMT 2005-11 [1]	ALT-A 2005	13.80%	\$2,058		\$2,058
65	ARMT 2005-11 [2]	ALT-A 2005	13.80%	\$9,827		\$9,827
66	ARMT 2005-11 [3]	ALT-A 2005	13.80%	\$5,375		\$5,375
67	ARMT 2005-11 [4]	ALT-A 2005	13.80%	\$19,976		\$19,976
68	ARMT 2005-11 [5]	ALT-A 2005	13.80%	\$19,869		\$19,869
69	ARMT 2005-9 [1]	ALT-A 2005	22.06%	\$7,030		\$7,030
70	ARMT 2005-9 [2]	ALT-A 2005	22.06%	\$3,218		\$3,218
71	ARMT 2005-9 [3]	ALT-A 2005	22.06%	\$3,304		\$3,304
72	ARMT 2005-9 [4]	ALT-A 2005	22.06%	\$12,843		\$12,843
73	ARMT 2005-9 [5]	ALT-A 2005	22.06%	\$27,828		\$27,828
74	BAFC 2005-6 [1]	Prime 2005	8.27%	\$1,293		\$1,293
75	BAFC 2005-6 [2]	Prime 2005	8.27%	\$1,350		\$1,350
76	BAFC 2005-8 [1]	Prime 2005	9.08%	\$404		\$404
77	BAFC 2005-8 [2]	Prime 2005	9.08%	\$1,298		\$1,298
78	BAFC 2005-8 [3]	Prime 2005	9.08%	\$220		\$220
79	BAFC 2005-8 [4]	Prime 2005	9.08%	\$1,105		\$1,105
80	BAFC 2006-1 [1]	ALT-A 2006	3.11%	\$457		\$457
81	BAFC 2006-1 [2]	ALT-A 2006	3.11%	\$196		\$196
82	BAFC 2006-1 [3]	ALT-A 2006	3.11%	\$171		\$171
83	BAFC 2006-2 [1]	ALT-A 2006	0.99%	\$40		\$40
84	BAFC 2006-2 [2]	ALT-A 2006	0.99%	\$278		\$278
85	BAFC 2006-2 [3]	ALT-A 2006	0.99%	\$67		\$67
86	BAFC 2006-2 [4]	ALT-A 2006	0.99%	\$56		\$56
87	BAFC 2006-2 [5]	ALT-A 2006	0.99%	\$34		\$34
88	BAFC 2006-2 [6]	ALT-A 2006	0.99%	\$31		\$31
89	BAFC 2006-4 [ALL]	ALT-A 2006	17.43%	\$11,397		\$11,397
90	BAFC 2006-5 [1]	Prime 2006	5.76%	\$596		\$596
91	BAFC 2006-5 [2]	Prime 2006	5.76%	\$290		\$290
92	BAFC 2006-5 [3]	Prime 2006	5.76%	\$303		\$303
93	BAFC 2006-5 [4]	Prime 2006	5.76%	\$1,001		\$1,001
94	BAFC 2007-3 [1]	Prime 2007	1.84%	\$1,024		\$1,024
95	BAFC 2007-3 [2]	Prime 2007	1.84%	\$508		\$508
96	BAFC 2007-3 [3]	Prime 2007	1.84%	\$815		\$815
97	BAFC 2007-3 [4]	Prime 2007	1.84%	\$4,816		\$4,816
98	BAFC 2007-4 [N]	Prime 2007	12.13%	\$11,764		\$11,764
99	BAFC 2007-4 [S]	Prime 2007	12.13%	\$8,899		\$8,899

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
100	BAFC 2007-4 [T2]	Prime 2007	12.13%	\$12,933		\$12,933
101	BAFC 2007-7 [1]	ALT-A 2007	0.71%	\$337		\$337
102	BAFC 2007-7 [2]	ALT-A 2007	0.71%	\$130		\$130
103	BAFC 2007-7 [3]	ALT-A 2007	0.71%	\$1,376		\$1,376
104	BALTA 2003-1 [1]	ALT-A 2003	9.00%	\$122		\$122
105	BALTA 2003-1 [2]	ALT-A 2003	9.00%	\$95		\$95
106	BALTA 2004-12 [I-1]	ALT-A 2004	0.92%	\$801		\$801
107	BALTA 2004-12 [I-2]	ALT-A 2004	0.92%	\$626		\$626
108	BALTA 2004-12 [II-1]	ALT-A 2004	0.92%	\$63		\$63
109	BALTA 2004-12 [II-2]	ALT-A 2004	0.92%	\$218		\$218
110	BALTA 2004-12 [II-3]	ALT-A 2004	0.92%	\$125		\$125
111	BALTA 2004-12 [II-4]	ALT-A 2004	0.92%	\$69		\$69
112	BALTA 2004-4 [ALL]	ALT-A 2004	9.05%	\$3,826		\$3,826
113	BALTA 2004-6 [1]	ALT-A 2004	0.69%	\$250		\$250
114	BALTA 2004-6 [2]	ALT-A 2004	0.69%	\$39		\$39
115	BALTA 2004-6 [3]	ALT-A 2004	0.69%	\$243		\$243
116	BALTA 2005-10 [1]	ALT-A 2005	0.06%	\$180		\$180
117	BALTA 2005-10 [2_1]	ALT-A 2005	0.06%	\$32		\$32
118	BALTA 2005-10 [2_2]	ALT-A 2005	0.06%	\$111		\$111
119	BALTA 2005-10 [2_3]	ALT-A 2005	0.06%	\$162		\$162
120	BALTA 2005-10 [2_4]	ALT-A 2005	0.06%	\$81		\$81
121	BALTA 2005-10 [2_5]	ALT-A 2005	0.06%	\$67		\$67
122	BALTA 2005-3 [1]	ALT-A 2005	16.03%	\$4,455		\$4,455
123	BALTA 2005-3 [2]	ALT-A 2005	16.03%	\$2,952		\$2,952
124	BALTA 2005-3 [3]	ALT-A 2005	16.03%	\$16,266		\$16,266
125	BALTA 2005-3 [4]	ALT-A 2005	16.03%	\$11,055		\$11,055
126	BALTA 2005-4 [I]	ALT-A 2005	0.61%	\$437		\$437
127	BALTA 2005-4 [II1]	ALT-A 2005	0.61%	\$227		\$227
128	BALTA 2005-4 [II2]	ALT-A 2005	0.61%	\$217		\$217
129	BALTA 2005-4 [II3]	ALT-A 2005	0.61%	\$1,268		\$1,268
130	BALTA 2005-4 [II4]	ALT-A 2005	0.61%	\$106		\$106
131	BALTA 2005-4 [II5]	ALT-A 2005	0.61%	\$72		\$72
132	BALTA 2005-5 [1]	ALT-A 2005	0.31%	\$445		\$445
133	BALTA 2005-5 [II-1]	ALT-A 2005	0.31%	\$58		\$58
134	BALTA 2005-5 [II-2]	ALT-A 2005	0.31%	\$382		\$382
135	BALTA 2005-5 [II-3]	ALT-A 2005	0.31%	\$149		\$149
136	BALTA 2005-5 [II-4]	ALT-A 2005	0.31%	\$53		\$53
137	BALTA 2005-5 [II-5]	ALT-A 2005	0.31%	\$116		\$116
138	BALTA 2005-5 [II-6]	ALT-A 2005	0.31%	\$28		\$28
139	BALTA 2006-1 [I]	ALT-A 2006	7.43%	\$23,042		\$23,042
140	BALTA 2006-1 [II-1]	ALT-A 2006	7.43%	\$19,415		\$19,415
141	BALTA 2006-1 [II-2]	ALT-A 2006	7.43%	\$3,716		\$3,716
142	BALTA 2006-1 [II-3]	ALT-A 2006	7.43%	\$2,165		\$2,165
143	BALTA 2006-3 [I]	ALT-A 2006	4.09%	\$16,663		\$16,663
144	BALTA 2006-3 [II1]	ALT-A 2006	4.09%	\$6,443		\$6,443
145	BALTA 2006-3 [II2]	ALT-A 2006	4.09%	\$6,176		\$6,176
146	BALTA 2006-3 [II3]	ALT-A 2006	4.09%	\$6,678		\$6,678
147	BALTA 2006-3 [II4]	ALT-A 2006	4.09%	\$878		\$878
148	BALTA 2006-3 [III1]	ALT-A 2006	4.09%	\$4,862		\$4,862

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
149	BALTA 2006-3 [III2]	ALT-A 2006	4.09%	\$2,274		\$2,274
150	BALTA 2006-3 [III3]	ALT-A 2006	4.09%	\$1,676		\$1,676
151	BALTA 2006-3 [III4]	ALT-A 2006	4.09%	\$2,606		\$2,606
152	BALTA 2006-3 [III5]	ALT-A 2006	4.09%	\$3,078		\$3,078
153	BALTA 2006-3 [III6]	ALT-A 2006	4.09%	\$3,613		\$3,613
154	BALTA 2006-4 [I1]	ALT-A 2006	0.19%	\$920		\$920
155	BALTA 2006-4 [I2]	ALT-A 2006	0.19%	\$959		\$959
156	BALTA 2006-4 [I3]	ALT-A 2006	0.19%	\$654		\$654
157	BALTA 2006-4 [II1]	ALT-A 2006	0.19%	\$74		\$74
158	BALTA 2006-4 [II2]	ALT-A 2006	0.19%	\$591		\$591
159	BALTA 2006-4 [II3]	ALT-A 2006	0.19%	\$665		\$665
160	BALTA 2006-4 [III1]	ALT-A 2006	0.19%	\$149		\$149
161	BALTA 2006-4 [III2]	ALT-A 2006	0.19%	\$397		\$397
162	BALTA 2006-4 [III3]	ALT-A 2006	0.19%	\$564		\$564
163	BALTA 2006-5 [1]	ALT-A 2006	0.20%	\$1,153		\$1,153
164	BALTA 2006-5 [2]	ALT-A 2006	0.20%	\$416		\$416
165	BALTA 2006-8 [I]	ALT-A 2006	0.52%	\$1,766		\$1,766
166	BALTA 2006-8 [II]	ALT-A 2006	0.52%	\$1,369		\$1,369
167	BALTA 2006-8 [III]	ALT-A 2006	0.52%	\$577		\$577
168	BAYV 2003-AA [ALL]	Subprime 2003	2.77%	\$829		\$829
169	BAYV 2004-A [ALL]	Subprime 2004	4.00%	\$2,447		\$2,447
170	BAYV 2006-B [1]	Subprime 2006	4.63%	\$1,816		\$1,816
171	BAYV 2006-B [2]	Subprime 2006	4.63%	\$4,205		\$4,205
172	BAYV 2006-D [1]	Subprime 2006	1.33%	\$891		\$891
173	BAYV 2006-D [2]	Subprime 2006	1.33%	\$1,251		\$1,251
174	BAYV 2007-A [1]	Subprime 2007	5.00%	\$4,569		\$4,569
175	BAYV 2007-A [2]	Subprime 2007	5.00%	\$4,913		\$4,913
176	BAYV 2007-B [1]	Subprime 2007	14.45%	\$10,290		\$10,290
177	BAYV 2007-B [2]	Subprime 2007	14.45%	\$14,189		\$14,189
178	BSABS 2003-AC3 [ALL]	ALT-A 2003	1.02%	\$183		\$183
179	BSABS 2003-AC4 [ALL]	ALT-A 2003	0.14%	\$63		\$63
180	BSABS 2004-AC1 [ALL]	ALT-A 2004	1.36%	\$236		\$236
181	BSABS 2004-AC2 [1]	ALT-A 2004	0.24%	\$40		\$40
182	BSABS 2004-AC2 [2]	ALT-A 2004	0.24%	\$21		\$21
183	BSABS 2004-AC7 [ALL]	ALT-A 2004	2.40%	\$1,146		\$1,146
184	BSABS 2004-BO1 [1]	Subprime 2004	100.00%	\$319,090		\$319,090
185	BSABS 2004-BO1 [2]	Subprime 2004	100.00%	\$140,940		\$140,940
186	BSABS 2005-AC3 [1]	ALT-A 2005	0.03%	\$12		\$12
187	BSABS 2005-AC3 [2]	ALT-A 2005	0.03%	\$13		\$13
188	BSABS 2005-AC7 [ALL]	ALT-A 2005	0.27%	\$229		\$229
189	BSABS 2006-SD2 [ALL]	Subprime 2006	0.08%	\$101		\$101
190	BSABS 2007-SD2 [1]	Subprime 2007	0.01%	\$9		\$9
191	BSABS 2007-SD2 [2]	Subprime 2007	0.01%	\$13		\$13
192	BSABS 2007-SD3 [ALL]	Subprime 2007	0.71%	\$2,008	FGIC	\$2,008
193	BSARM 2001-4 [1]	Prime 2001	51.63%	\$1,251		\$1,251
194	BSARM 2001-4 [2]	Prime 2001	51.63%	\$271		\$271
195	BSARM 2002-11 [I1]	Prime 2002	18.40%	\$244		\$244
196	BSARM 2002-11 [I2]	Prime 2002	18.40%	\$314		\$314
197	BSARM 2002-11 [I3]	Prime 2002	18.40%	\$24		\$24

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
198	BSARM 2002-11 [I4]	Prime 2002	18.40%	\$30		\$30
199	BSARM 2002-11 [II1]	Prime 2002	18.40%	\$75		\$75
200	BSARM 2002-11 [II2]	Prime 2002	18.40%	\$124		\$124
201	BSARM 2003-1 [1]	Prime 2003	5.04%	\$104		\$104
202	BSARM 2003-1 [2]	Prime 2003	5.04%	\$49		\$49
203	BSARM 2003-1 [3]	Prime 2003	5.04%	\$83		\$83
204	BSARM 2003-1 [4]	Prime 2003	5.04%	\$11		\$11
205	BSARM 2003-1 [5]	Prime 2003	5.04%	\$73		\$73
206	BSARM 2003-1 [6]	Prime 2003	5.04%	\$110		\$110
207	BSARM 2003-1 [7]	Prime 2003	5.04%	\$32		\$32
208	BSARM 2003-1 [8]	Prime 2003	5.04%	\$11		\$11
209	BSARM 2003-3 [1]	Prime 2003	26.07%	\$52		\$52
210	BSARM 2003-3 [2]	Prime 2003	26.07%	\$357		\$357
211	BSARM 2003-3 [3]	Prime 2003	26.07%	\$704		\$704
212	BSARM 2003-3 [4]	Prime 2003	26.07%	\$126		\$126
213	BSARM 2003-4 [1]	Prime 2003	5.43%	\$25		\$25
214	BSARM 2003-4 [2]	Prime 2003	5.43%	\$124		\$124
215	BSARM 2003-4 [3]	Prime 2003	5.43%	\$127		\$127
216	BSARM 2003-5 [I-1]	Prime 2003	4.00%	\$83		\$83
217	BSARM 2003-5 [I-2]	Prime 2003	4.00%	\$111		\$111
218	BSARM 2003-5 [I-3]	Prime 2003	4.00%	\$62		\$62
219	BSARM 2003-5 [II]	Prime 2003	4.00%	\$222		\$222
220	BSARM 2003-6 [I-1]	Prime 2003	2.88%	\$61		\$61
221	BSARM 2003-6 [I-2]	Prime 2003	2.88%	\$110		\$110
222	BSARM 2003-6 [I-3]	Prime 2003	2.88%	\$26		\$26
223	BSARM 2003-6 [II]	Prime 2003	2.88%	\$102		\$102
224	BSARM 2003-7 [1]	Prime 2003	1.94%	\$21		\$21
225	BSARM 2003-7 [2]	Prime 2003	1.94%	\$73		\$73
226	BSARM 2003-7 [3]	Prime 2003	1.94%	\$27		\$27
227	BSARM 2003-7 [4]	Prime 2003	1.94%	\$166		\$166
228	BSARM 2003-7 [5]	Prime 2003	1.94%	\$32		\$32
229	BSARM 2003-7 [6]	Prime 2003	1.94%	\$162		\$162
230	BSARM 2003-7 [7]	Prime 2003	1.94%	\$28		\$28
231	BSARM 2003-7 [8]	Prime 2003	1.94%	\$23		\$23
232	BSARM 2003-7 [9]	Prime 2003	1.94%	\$117		\$117
233	BSARM 2004-1 [I-1]	Prime 2004	0.32%	\$25		\$25
234	BSARM 2004-1 [I-2]	Prime 2004	0.32%	\$47		\$47
235	BSARM 2004-1 [I-3]	Prime 2004	0.32%	\$10		\$10
236	BSARM 2004-1 [I-4]	Prime 2004	0.32%	\$9		\$9
237	BSARM 2004-1 [I-5]	Prime 2004	0.32%	\$17		\$17
238	BSARM 2004-1 [I-6]	Prime 2004	0.32%	\$6		\$6
239	BSARM 2004-1 [I-7]	Prime 2004	0.32%	\$10		\$10
240	BSARM 2004-1 [II-1]	Prime 2004	0.32%	\$34		\$34
241	BSARM 2004-1 [II-2]	Prime 2004	0.32%	\$3		\$3
242	BSARM 2004-1 [II-3]	Prime 2004	0.32%	\$3		\$3
243	BSARM 2004-10 [I1]	Prime 2004	19.58%	\$2,634		\$2,634
244	BSARM 2004-10 [I2]	Prime 2004	19.58%	\$4,666		\$4,666
245	BSARM 2004-10 [I3]	Prime 2004	19.58%	\$1,463		\$1,463
246	BSARM 2004-10 [I4]	Prime 2004	19.58%	\$2,016		\$2,016

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
247	BSARM 2004-10 [I5]	Prime 2004	19.58%	\$2,165		\$2,165
248	BSARM 2004-10 [II1]	Prime 2004	19.58%	\$2,683		\$2,683
249	BSARM 2004-10 [II2]	Prime 2004	19.58%	\$804		\$804
250	BSARM 2004-10 [II3]	Prime 2004	19.58%	\$1,858		\$1,858
251	BSARM 2004-10 [III1]	Prime 2004	19.58%	\$932		\$932
252	BSARM 2004-10 [III2]	Prime 2004	19.58%	\$1,474		\$1,474
253	BSARM 2004-12 [1]	Prime 2004	38.54%	\$10,407		\$10,407
254	BSARM 2004-12 [2]	Prime 2004	38.54%	\$26,579		\$26,579
255	BSARM 2004-12 [3]	Prime 2004	38.54%	\$2,701		\$2,701
256	BSARM 2004-12 [4]	Prime 2004	38.54%	\$2,033		\$2,033
257	BSARM 2004-5 [1]	Prime 2004	100.00%	\$3,241		\$3,241
258	BSARM 2004-5 [2]	Prime 2004	100.00%	\$14,515		\$14,515
259	BSARM 2004-5 [3]	Prime 2004	100.00%	\$1,708		\$1,708
260	BSARM 2004-5 [4]	Prime 2004	100.00%	\$1,152		\$1,152
261	BSARM 2004-9 [1]	Prime 2004	72.17%	\$2,185		\$2,185
262	BSARM 2004-9 [2]	Prime 2004	72.17%	\$5,866		\$5,866
263	BSARM 2004-9 [3]	Prime 2004	72.17%	\$1,545		\$1,545
264	BSARM 2004-9 [4]	Prime 2004	72.17%	\$515		\$515
265	BSARM 2004-9 [5]	Prime 2004	72.17%	\$7,243		\$7,243
266	BSARM 2004-9 [6]	Prime 2004	72.17%	\$937		\$937
267	BSARM 2004-9 [7]	Prime 2004	72.17%	\$3,495		\$3,495
268	BSARM 2005-11 [1]	Prime 2005	70.51%	\$1,532		\$1,532
269	BSARM 2005-11 [2]	Prime 2005	70.51%	\$4,503		\$4,503
270	BSARM 2005-11 [3]	Prime 2005	70.51%	\$3,224		\$3,224
271	BSARM 2005-11 [4]	Prime 2005	70.51%	\$4,260		\$4,260
272	BSARM 2005-11 [5]	Prime 2005	70.51%	\$5,655		\$5,655
273	BSARM 2005-12 [I-1]	Prime 2005	17.51%	\$5,879		\$5,879
274	BSARM 2005-12 [I-2]	Prime 2005	17.51%	\$12,849		\$12,849
275	BSARM 2005-12 [I-3]	Prime 2005	17.51%	\$5,250		\$5,250
276	BSARM 2005-12 [II-1]	Prime 2005	17.51%	\$1,098		\$1,098
277	BSARM 2005-12 [II-2]	Prime 2005	17.51%	\$2,580		\$2,580
278	BSARM 2005-12 [II-3]	Prime 2005	17.51%	\$5,158		\$5,158
279	BSARM 2005-12 [II-4]	Prime 2005	17.51%	\$772		\$772
280	BSARM 2005-12 [II-5]	Prime 2005	17.51%	\$1,287		\$1,287
281	BSARM 2006-2 [1]	Prime 2006	0.36%	\$40		\$40
282	BSARM 2006-2 [2]	Prime 2006	0.36%	\$424		\$424
283	BSARM 2006-2 [3]	Prime 2006	0.36%	\$150		\$150
284	BSARM 2006-2 [4]	Prime 2006	0.36%	\$209		\$209
285	CMLTI 2004-2 [1]	Prime 2004	1.72%	\$41		\$41
286	CMLTI 2004-2 [2]	Prime 2004	1.72%	\$12		\$12
287	CMLTI 2004-HYB4 [1]	ALT-A 2004	21.30%	\$1,194		\$1,194
288	CMLTI 2004-HYB4 [2]	ALT-A 2004	21.30%	\$579		\$579
289	CMLTI 2004-HYB4 [3]	ALT-A 2004	21.30%	\$2,589		\$2,589
290	CMLTI 2004-HYB4 [4]	ALT-A 2004	21.30%	\$2,284		\$2,284
291	CMLTI 2005-1 [I]	ALT-A 2005	24.89%	\$2,810		\$2,810
292	CMLTI 2005-1 [II-1]	ALT-A 2005	24.89%	\$3,121		\$3,121
293	CMLTI 2005-1 [II-2]	ALT-A 2005	24.89%	\$2,367		\$2,367
294	CMLTI 2005-1 [III]	ALT-A 2005	24.89%	\$2,839		\$2,839
295	CMLTI 2005-2 [I1]	ALT-A 2005	0.01%	\$0		\$0

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
296	CMLTI 2005-2 [I2]	ALT-A 2005	0.01%	\$2		\$2
297	CMLTI 2005-2 [I3]	ALT-A 2005	0.01%	\$1		\$1
298	CMLTI 2005-2 [I4]	ALT-A 2005	0.01%	\$2		\$2
299	CMLTI 2005-2 [I5]	ALT-A 2005	0.01%	\$1		\$1
300	CMLTI 2005-2 [II1]	ALT-A 2005	0.01%	\$0		\$0
301	CMLTI 2005-2 [II2]	ALT-A 2005	0.01%	\$0		\$0
302	CMLTI 2005-3 [I]	ALT-A 2005	6.02%	\$1,332		\$1,332
303	CMLTI 2005-3 [II-1]	ALT-A 2005	6.02%	\$957		\$957
304	CMLTI 2005-3 [II-2]	ALT-A 2005	6.02%	\$6,276		\$6,276
305	CMLTI 2005-3 [II-3]	ALT-A 2005	6.02%	\$1,301		\$1,301
306	CMLTI 2005-3 [II-4]	ALT-A 2005	6.02%	\$3,425		\$3,425
307	CMLTI 2005-3 [III]	ALT-A 2005	6.02%	\$1,378		\$1,378
308	CMLTI 2005-5 [I-1]	ALT-A 2005	58.96%	\$2,076		\$2,076
309	CMLTI 2005-5 [I-2]	ALT-A 2005	58.96%	\$8,322		\$8,322
310	CMLTI 2005-5 [I-3]	ALT-A 2005	58.96%	\$2,888		\$2,888
311	CMLTI 2005-5 [I-4]	ALT-A 2005	58.96%	\$8,739		\$8,739
312	CMLTI 2005-5 [I-5]	ALT-A 2005	58.96%	\$1,729		\$1,729
313	CMLTI 2005-5 [II-1]	ALT-A 2005	58.96%	\$23,482		\$23,482
314	CMLTI 2005-5 [II-2]	ALT-A 2005	58.96%	\$2,778		\$2,778
315	CMLTI 2005-5 [II-3]	ALT-A 2005	58.96%	\$5,906		\$5,906
316	CMLTI 2005-5 [III-1]	ALT-A 2005	58.96%	\$13,327		\$13,327
317	CMLTI 2005-5 [III-2]	ALT-A 2005	58.96%	\$5,842		\$5,842
318	CMLTI 2005-5 [III-3]	ALT-A 2005	58.96%	\$14,754		\$14,754
319	CMLTI 2005-5 [III-4]	ALT-A 2005	58.96%	\$8,004		\$8,004
320	CMLTI 2005-5 [III-5]	ALT-A 2005	58.96%	\$7,639		\$7,639
321	CMLTI 2005-8 [I-1]	Prime 2005	3.33%	\$306		\$306
322	CMLTI 2005-8 [I-2]	Prime 2005	3.33%	\$220		\$220
323	CMLTI 2005-8 [I-3]	Prime 2005	3.33%	\$516		\$516
324	CMLTI 2005-8 [I-4]	Prime 2005	3.33%	\$1,368		\$1,368
325	CMLTI 2005-8 [II]	Prime 2005	3.33%	\$1,217		\$1,217
326	CMLTI 2005-8 [III]	Prime 2005	3.33%	\$430		\$430
327	CMLTI 2005-SHL1 [1]	Subprime 2005	9.00%	\$7,364		\$7,364
328	CMLTI 2005-SHL1 [2]	Subprime 2005	9.00%	\$252		\$252
329	CMLTI 2006-4 [1]	ALT-A 2006	0.07%	\$8		\$8
330	CMLTI 2006-4 [2]	ALT-A 2006	0.07%	\$34		\$34
331	CMLTI 2006-AR3 [1-1]	Prime 2006	0.22%	\$141		\$141
332	CMLTI 2006-AR3 [1-2]	Prime 2006	0.22%	\$447		\$447
333	CMLTI 2006-AR3 [2-1]	Prime 2006	0.22%	\$47		\$47
334	CMLTI 2006-AR3 [2-2]	Prime 2006	0.22%	\$27		\$27
335	CMLTI 2006-AR3 [2-3]	Prime 2006	0.22%	\$140		\$140
336	CMLTI 2006-AR3 [2-4]	Prime 2006	0.22%	\$93		\$93
337	CMLTI 2007-AMC2 [1]	Subprime 2007	51.35%	\$319,149		\$319,149
338	CMLTI 2007-AMC2 [2]	Subprime 2007	51.35%	\$76,053		\$76,053
339	CMLTI 2007-AMC2 [3]	Subprime 2007	51.35%	\$445,317		\$445,317
340	CMLTI 2007-AR1 [ALL]	ALT-A 2007	0.02%	\$74		\$74
341	CMLTI 2007-SHL1 [ALL]	Subprime 2007	5.00%	\$22,284		\$22,284
342	CSFB 2002-34 [1]	Prime 2002	10.61%	\$1,157		\$1,157
343	CSFB 2002-34 [2]	Prime 2002	10.61%	\$1,066		\$1,066
344	CSFB 2002-34 [3]	Prime 2002	10.61%	\$2,139		\$2,139

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
345	CSFB 2002-34 [4]	Prime 2002	10.61%	\$1,224		\$1,224
346	CSFB 2002-AR33 [1]	ALT-A 2002	7.24%	\$57		\$57
347	CSFB 2002-AR33 [2]	ALT-A 2002	7.24%	\$71		\$71
348	CSFB 2002-AR33 [3]	ALT-A 2002	7.24%	\$291		\$291
349	CSFB 2002-AR33 [4]	ALT-A 2002	7.24%	\$27		\$27
350	CSFB 2002-AR33 [5]	ALT-A 2002	7.24%	\$93		\$93
351	CSFB 2003-23 [1]	Prime 2003	19.40%	\$3,405		\$3,405
352	CSFB 2003-23 [2]	Prime 2003	19.40%	\$1,607		\$1,607
353	CSFB 2003-23 [3]	Prime 2003	19.40%	\$2,968		\$2,968
354	CSFB 2003-23 [4]	Prime 2003	19.40%	\$883		\$883
355	CSFB 2003-23 [5]	Prime 2003	19.40%	\$1,455		\$1,455
356	CSFB 2003-23 [6]	Prime 2003	19.40%	\$1,127		\$1,127
357	CSFB 2003-23 [7]	Prime 2003	19.40%	\$370		\$370
358	CSFB 2003-23 [8]	Prime 2003	19.40%	\$481		\$481
359	CSFB 2005-10 [1]	Prime 2005	3.03%	\$635		\$635
360	CSFB 2005-10 [10]	Prime 2005	3.03%	\$743		\$743
361	CSFB 2005-10 [11]	Prime 2005	3.03%	\$292		\$292
362	CSFB 2005-10 [12]	Prime 2005	3.03%	\$313		\$313
363	CSFB 2005-10 [2]	Prime 2005	3.03%	\$643		\$643
364	CSFB 2005-10 [3]	Prime 2005	3.03%	\$764		\$764
365	CSFB 2005-10 [4]	Prime 2005	3.03%	\$344		\$344
366	CSFB 2005-10 [5]	Prime 2005	3.03%	\$1,361		\$1,361
367	CSFB 2005-10 [6]	Prime 2005	3.03%	\$1,298		\$1,298
368	CSFB 2005-10 [7]	Prime 2005	3.03%	\$121		\$121
369	CSFB 2005-10 [8]	Prime 2005	3.03%	\$339		\$339
370	CSFB 2005-10 [9]	Prime 2005	3.03%	\$289		\$289
371	CSFB 2005-11 [1]	Prime 2005	3.02%	\$311		\$311
372	CSFB 2005-11 [2]	Prime 2005	3.02%	\$443		\$443
373	CSFB 2005-11 [3]	Prime 2005	3.02%	\$226		\$226
374	CSFB 2005-11 [4]	Prime 2005	3.02%	\$294		\$294
375	CSFB 2005-11 [5]	Prime 2005	3.02%	\$573		\$573
376	CSFB 2005-11 [6]	Prime 2005	3.02%	\$560		\$560
377	CSFB 2005-11 [7]	Prime 2005	3.02%	\$435		\$435
378	CSFB 2005-11 [8]	Prime 2005	3.02%	\$843		\$843
379	CSFB 2005-12 [1]	ALT-A 2005	2.16%	\$405		\$405
380	CSFB 2005-12 [2]	ALT-A 2005	2.16%	\$819		\$819
381	CSFB 2005-12 [3]	ALT-A 2005	2.16%	\$825		\$825
382	CSFB 2005-12 [4]	ALT-A 2005	2.16%	\$1,793		\$1,793
383	CSFB 2005-12 [5]	ALT-A 2005	2.16%	\$918		\$918
384	CSFB 2005-12 [6]	ALT-A 2005	2.16%	\$1,191		\$1,191
385	CSFB 2005-12 [7]	ALT-A 2005	2.16%	\$820		\$820
386	CSFB 2005-12 [8]	ALT-A 2005	2.16%	\$207		\$207
387	CSFB 2005-3 [1]	Prime 2005	27.68%	\$1,738		\$1,738
388	CSFB 2005-3 [2]	Prime 2005	27.68%	\$1,434		\$1,434
389	CSFB 2005-3 [3]	Prime 2005	27.68%	\$9,181		\$9,181
390	CSFB 2005-3 [4]	Prime 2005	27.68%	\$738		\$738
391	CSFB 2005-3 [5]	Prime 2005	27.68%	\$1,862		\$1,862
392	CSFB 2005-3 [6]	Prime 2005	27.68%	\$1,920		\$1,920
393	CSFB 2005-3 [7]	Prime 2005	27.68%	\$1,653		\$1,653

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
394	CSFB 2005-4 [1]	Prime 2005	15.77%	\$1,837		\$1,837
395	CSFB 2005-4 [2]	Prime 2005	15.77%	\$2,539		\$2,539
396	CSFB 2005-4 [3]	Prime 2005	15.77%	\$2,518		\$2,518
397	CSFB 2005-5 [1]	Prime 2005	2.54%	\$132		\$132
398	CSFB 2005-5 [2]	Prime 2005	2.54%	\$272		\$272
399	CSFB 2005-5 [3]	Prime 2005	2.54%	\$142		\$142
400	CSFB 2005-5 [4]	Prime 2005	2.54%	\$95		\$95
401	CSFB 2005-5 [5]	Prime 2005	2.54%	\$58		\$58
402	CSFB 2005-5 [6]	Prime 2005	2.54%	\$97		\$97
403	CSFB 2005-5 [7]	Prime 2005	2.54%	\$135		\$135
404	CSFB 2005-6 [1]	Prime 2005	5.02%	\$1,578		\$1,578
405	CSFB 2005-6 [2]	Prime 2005	5.02%	\$187		\$187
406	CSFB 2005-6 [3]	Prime 2005	5.02%	\$413		\$413
407	CSFB 2005-6 [4]	Prime 2005	5.02%	\$523		\$523
408	CSFB 2005-6 [5]	Prime 2005	5.02%	\$1,102		\$1,102
409	CSFB 2005-6 [6]	Prime 2005	5.02%	\$492		\$492
410	CSFB 2005-6 [7]	Prime 2005	5.02%	\$492		\$492
411	CSFB 2005-6 [8]	Prime 2005	5.02%	\$301		\$301
412	CSFB 2005-6 [9]	Prime 2005	5.02%	\$352		\$352
413	CSFB 2005-8 [1]	ALT-A 2005	3.33%	\$1,265		\$1,265
414	CSFB 2005-8 [2]	ALT-A 2005	3.33%	\$670		\$670
415	CSFB 2005-8 [3]	ALT-A 2005	3.33%	\$1,523		\$1,523
416	CSFB 2005-8 [4]	ALT-A 2005	3.33%	\$310		\$310
417	CSFB 2005-8 [5]	ALT-A 2005	3.33%	\$793		\$793
418	CSFB 2005-8 [6]	ALT-A 2005	3.33%	\$135		\$135
419	CSFB 2005-8 [7]	ALT-A 2005	3.33%	\$888		\$888
420	CSFB 2005-8 [8]	ALT-A 2005	3.33%	\$552		\$552
421	CSFB 2005-8 [9]	ALT-A 2005	3.33%	\$1,203		\$1,203
422	CSFB 2005-9 [1]	ALT-A 2005	2.60%	\$990		\$990
423	CSFB 2005-9 [2]	ALT-A 2005	2.60%	\$493		\$493
424	CSFB 2005-9 [3]	ALT-A 2005	2.60%	\$497		\$497
425	CSFB 2005-9 [4]	ALT-A 2005	2.60%	\$562		\$562
426	CSFB 2005-9 [5]	ALT-A 2005	2.60%	\$1,201		\$1,201
427	CSMC 2006-1 [1]	Prime 2006	0.19%	\$119		\$119
428	CSMC 2006-1 [2]	Prime 2006	0.19%	\$32		\$32
429	CSMC 2006-1 [3]	Prime 2006	0.19%	\$58		\$58
430	CSMC 2006-1 [4]	Prime 2006	0.19%	\$39		\$39
431	CSMC 2006-1 [5]	Prime 2006	0.19%	\$79		\$79
432	CSMC 2006-8 [1]	Prime 2006	2.50%	\$2,078		\$2,078
433	CSMC 2006-8 [2]	Prime 2006	2.50%	\$182		\$182
434	CSMC 2006-9 [1]	ALT-A 2006	0.09%	\$73		\$73
435	CSMC 2006-9 [2]	ALT-A 2006	0.09%	\$92		\$92
436	CSMC 2007-6 [ALL]	ALT-A 2007	0.49%	\$825		\$825
437	CSMC 2007-7 [1]	Prime 2007	0.21%	\$87		\$87
438	CSMC 2007-7 [2]	Prime 2007	0.21%	\$70		\$70
439	CSMC 2007-7 [3]	Prime 2007	0.21%	\$21		\$21
440	DBALT 2003-2XS [ALL]	ALT-A 2003	95.38%	\$30,400		\$30,400
441	DBALT 2003-4XS [ALL]	ALT-A 2003	84.05%	\$20,777	MBIA	\$0
442	DBALT 2005-3 [1]	ALT-A 2005	2.59%	\$83		\$83

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
443	DBALT 2005-3 [2]	ALT-A 2005	2.59%	\$80		\$80
444	DBALT 2005-3 [3]	ALT-A 2005	2.59%	\$59		\$59
445	DBALT 2005-3 [4]	ALT-A 2005	2.59%	\$1,045		\$1,045
446	DBALT 2005-3 [5]	ALT-A 2005	2.59%	\$124		\$124
447	DBALT 2005-4 [ALL]	ALT-A 2005	48.82%	\$31,192		\$31,192
448	DBALT 2005-5 [1]	ALT-A 2005	52.13%	\$40,537		\$40,537
449	DBALT 2005-5 [2]	ALT-A 2005	52.13%	\$32,359		\$32,359
450	DBALT 2005-6 [1]	ALT-A 2005	61.14%	\$41,340		\$41,340
451	DBALT 2005-6 [2]	ALT-A 2005	61.14%	\$53,761		\$53,761
452	DBALT 2005-AR1 [1]	ALT-A 2005	50.36%	\$29,073		\$29,073
453	DBALT 2005-AR1 [2]	ALT-A 2005	50.36%	\$9,611		\$9,611
454	DBALT 2005-AR2 [1]	ALT-A 2005	28.39%	\$7,865		\$7,865
455	DBALT 2005-AR2 [2]	ALT-A 2005	28.39%	\$3,858		\$3,858
456	DBALT 2005-AR2 [3]	ALT-A 2005	28.39%	\$3,623		\$3,623
457	DBALT 2005-AR2 [4]	ALT-A 2005	28.39%	\$7,473		\$7,473
458	DBALT 2005-AR2 [5]	ALT-A 2005	28.39%	\$5,500		\$5,500
459	DBALT 2005-AR2 [6]	ALT-A 2005	28.39%	\$2,781		\$2,781
460	DBALT 2005-AR2 [7]	ALT-A 2005	28.39%	\$2,310		\$2,310
461	DBALT 2006-AB1 [ALL]	ALT-A 2006	14.64%	\$39,888	FSA - Insurer Exception	\$39,888
462	DBALT 2006-AB3 [ALL]	ALT-A 2006	1.45%	\$4,111	FSA - Insurer Exception	\$4,111
463	DBALT 2006-AF1 [ALL]	ALT-A 2006	20.50%	\$82,541		\$82,541
464	DBALT 2006-AR1 [1]	ALT-A 2006	16.55%	\$31,116		\$31,116
465	DBALT 2006-AR1 [2]	ALT-A 2006	16.55%	\$3,542		\$3,542
466	DBALT 2006-AR1 [3]	ALT-A 2006	16.55%	\$10,007		\$10,007
467	DBALT 2006-AR1 [4]	ALT-A 2006	16.55%	\$5,003		\$5,003
468	DBALT 2006-AR1 [5]	ALT-A 2006	16.55%	\$1,943		\$1,943
469	DBALT 2006-AR2 [ALL]	ALT-A 2006	46.14%	\$108,426		\$108,426
470	DBALT 2006-AR3 [ALL]	ALT-A 2006	39.85%	\$252,107		\$252,107
471	DBALT 2006-AR5 [I]	ALT-A 2006	57.98%	\$425,906		\$425,906
472	DBALT 2006-AR5 [II1]	ALT-A 2006	57.98%	\$9,514		\$9,514
473	DBALT 2006-AR5 [II2]	ALT-A 2006	57.98%	\$11,558		\$11,558
474	DBALT 2006-AR5 [II3]	ALT-A 2006	57.98%	\$18,507		\$18,507
475	DBALT 2006-AR6 [ALL]	ALT-A 2006	65.68%	\$606,574		\$606,574
476	DBALT 2006-OA1 [ALL]	Pay Option ARM 2006	6.11%	\$25,919		\$25,919
477	DBALT 2007-1 [1]	ALT-A 2007	38.32%	\$416,811	MBIA - Insurer Exception	\$416,811
478	DBALT 2007-1 [2]	ALT-A 2007	38.32%	\$41,139		\$41,139
479	DBALT 2007-3 [1]	Pay Option ARM 2007	94.63%	\$122,270		\$122,270
480	DBALT 2007-3 [2]	Pay Option ARM 2007	94.63%	\$282,844		\$282,844
481	DBALT 2007-AR3 [I]	ALT-A 2007	25.88%	\$128,180	MBIA	\$0
482	DBALT 2007-AR3 [II]	ALT-A 2007	25.88%	\$242,394		\$242,394
483	DBALT 2007-OA2 [ALL]	Pay Option ARM 2007	11.92%	\$29,267		\$29,267
484	DBALT 2007-OA3 [ALL]	Pay Option ARM 2007	32.60%	\$189,174		\$189,174
485	DBALT 2007-OA4 [1]	Pay Option ARM 2007	13.87%	\$116,889		\$116,889
486	DBALT 2007-OA4 [2]	Pay Option ARM 2007	13.87%	\$14,449		\$14,449
487	DBALT 2007-OA4 [3]	Pay Option ARM 2007	13.87%	\$18,973		\$18,973
488	DBALT 2007-OA5 [ALL]	Pay Option ARM 2007	97.59%	\$147,394		\$147,394
489	DMSI 2004-1 [1]	ALT-A 2004	55.58%	\$2,741		\$2,741
490	DMSI 2004-1 [2]	ALT-A 2004	55.58%	\$4,989		\$4,989
491	DMSI 2004-1 [3]	ALT-A 2004	55.58%	\$13,352		\$13,352

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
492	DMSI 2004-2 [ALL]	ALT-A 2004	30.30%	\$7,310		\$7,310
493	DMSI 2004-4 [I]	ALT-A 2004	6.46%	\$1,249		\$1,249
494	DMSI 2004-4 [II-1]	ALT-A 2004	6.46%	\$1,027		\$1,027
495	DMSI 2004-4 [II-2]	ALT-A 2004	6.46%	\$903		\$903
496	DMSI 2004-4 [III]	ALT-A 2004	6.46%	\$604		\$604
497	DMSI 2004-4 [IV]	ALT-A 2004	6.46%	\$318		\$318
498	DMSI 2004-4 [V]	ALT-A 2004	6.46%	\$329		\$329
499	DMSI 2004-4 [VI]	ALT-A 2004	6.46%	\$151		\$151
500	DMSI 2004-4 [VII-1]	ALT-A 2004	6.46%	\$237		\$237
501	DMSI 2004-4 [VII-2]	ALT-A 2004	6.46%	\$660		\$660
502	DMSI 2004-5 [ALL]	ALT-A 2004	77.77%	\$68,421	FGIC	\$68,421
503	FMRMT 2003-A [ALL]	2003	100.00%	\$1,917		\$1,917
504	FNBA 2004-AR1 [ALL]	ALT-A 2004	100.00%	\$36,002		\$36,002
505	FNR 2002-66 [1]	Subprime 2002	4.50%	\$7,637	FNMA/FNMA (Agency Wrap)	\$0
506	FNR 2002-66 [4]	Subprime 2002	4.50%	\$1,892	FNMA/FNMA (Agency Wrap)	\$0
507	FNR 2002-66 [5]	Subprime 2002	4.50%	\$1,339	FNMA/FNMA (Agency Wrap)	\$0
508	GMACM 2000-HE2 [1]	Second Lien 2000	100.00%	\$27,347	MBIA	\$0
509	GMACM 2000-HE2 [2]	Second Lien 2000	100.00%	\$3,937	MBIA	\$0
510	GMACM 2000-HE4 [1]	Second Lien 2000	100.00%	\$13,472	MBIA	\$0
511	GMACM 2000-HE4 [2]	Second Lien 2000	100.00%	\$2,929	MBIA	\$0
512	GMACM 2001-HE2 [1A]	CES 2001	100.00%	\$3,971	FGIC	\$3,971
513	GMACM 2001-HE2 [1B]	CES 2001	100.00%	\$4,521	FGIC	\$4,521
514	GMACM 2001-HE2 [2]	CES 2001	100.00%	\$10,355	FGIC	\$10,355
515	GMACM 2001-HE3 [1]	Second Lien 2001	100.00%	\$4,433	FGIC	\$4,433
516	GMACM 2001-HE3 [2]	Second Lien 2001	100.00%	\$4,452	FGIC	\$4,452
517	GMACM 2002-HE1 [ALL]	Second Lien 2002	100.00%	\$19,836	FGIC	\$19,836
518	GMACM 2002-HE3 [ALL]	Second Lien 2002	100.00%	\$26,671	MBIA	\$0
519	GMACM 2002-HE4 [ALL]	Second Lien 2002	100.00%	\$12,718	FGIC	\$12,718
520	GMACM 2003-AR1 [1]	Prime 2003	100.00%	\$7,759		\$7,759
521	GMACM 2003-AR1 [2]	Prime 2003	100.00%	\$2,528		\$2,528
522	GMACM 2003-AR2 [1]	Prime 2003	100.00%	\$1,274		\$1,274
523	GMACM 2003-AR2 [2]	Prime 2003	100.00%	\$3,384		\$3,384
524	GMACM 2003-AR2 [3]	Prime 2003	100.00%	\$2,916		\$2,916
525	GMACM 2003-AR2 [4]	Prime 2003	100.00%	\$3,061		\$3,061
526	GMACM 2003-GH1 [ALL]	Subprime 2003	100.00%	\$34,518	MBIA - Insurer Exception	\$34,518
527	GMACM 2003-GH2 [1]	Subprime 2003	100.00%	\$30,715		\$30,715
528	GMACM 2003-GH2 [2]	Subprime 2003	100.00%	\$10,493		\$10,493
529	GMACM 2003-HE1 [ALL]	Second Lien 2003	100.00%	\$35,729	FGIC	\$35,729
530	GMACM 2003-HE2 [ALL]	CES 2003	100.00%	\$10,444	FGIC	\$10,444
531	GMACM 2003-J10 [ALL]	Prime 2003	100.00%	\$2,888		\$2,888
532	GMACM 2003-J5 [ALL]	Prime 2003	100.00%	\$2,032		\$2,032
533	GMACM 2003-J6 [ALL]	Prime 2003	100.00%	\$6,292		\$6,292
534	GMACM 2003-J7 [ALL]	Prime 2003	100.00%	\$7,127		\$7,127
535	GMACM 2003-J8 [ALL]	Prime 2003	100.00%	\$9,194		\$9,194
536	GMACM 2003-J9 [ALL]	Prime 2003	100.00%	\$11,845		\$11,845
537	GMACM 2004-AR1 [I1]	Prime 2004	100.00%	\$2,380		\$2,380
538	GMACM 2004-AR1 [I2]	Prime 2004	100.00%	\$10,944		\$10,944
539	GMACM 2004-AR1 [I3]	Prime 2004	100.00%	\$1,752		\$1,752
540	GMACM 2004-AR1 [I4]	Prime 2004	100.00%	\$4,512		\$4,512

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
541	GMACM 2004-AR1 [II1]	Prime 2004	100.00%	\$604		\$604
542	GMACM 2004-AR1 [II2]	Prime 2004	100.00%	\$2,808		\$2,808
543	GMACM 2004-AR1 [II3]	Prime 2004	100.00%	\$457		\$457
544	GMACM 2004-AR1 [II4]	Prime 2004	100.00%	\$1,189		\$1,189
545	GMACM 2004-AR2 [1]	Prime 2004	100.00%	\$2,099		\$2,099
546	GMACM 2004-AR2 [2]	Prime 2004	100.00%	\$5,774		\$5,774
547	GMACM 2004-AR2 [3]	Prime 2004	100.00%	\$9,402		\$9,402
548	GMACM 2004-AR2 [4]	Prime 2004	100.00%	\$2,981		\$2,981
549	GMACM 2004-AR2 [5]	Prime 2004	100.00%	\$2,857		\$2,857
550	GMACM 2004-GH1 [ALL]	Subprime 2004	100.00%	\$45,805		\$45,805
551	GMACM 2004-HE1 [ALL]	Second Lien 2004	100.00%	\$123,555	FGIC	\$123,555
552	GMACM 2004-HE2 [ALL]	CES 2004	100.00%	\$2,855	OLD REPUBLIC INSURANCE COMPANY (Pool Policy)	\$2,855
553	GMACM 2004-HE5 [ALL]	CES 2004	100.00%	\$13,336	FGIC	\$13,336
554	GMACM 2004-HLTV1 [ALL]	Second Lien 2004	100.00%	\$18,237	FGIC	\$18,237
555	GMACM 2004-J1 [ALL]	Prime 2004	100.00%	\$12,310	MBIA - Insurer Exception	\$12,310
556	GMACM 2004-J2 [ALL]	Prime 2004	100.00%	\$15,993	MBIA - Insurer Exception	\$15,993
557	GMACM 2004-J3 [ALL]	Prime 2004	100.00%	\$7,251		\$7,251
558	GMACM 2004-J4 [ALL]	Prime 2004	100.00%	\$17,984		\$17,984
559	GMACM 2004-J5 [ALL]	Prime 2004	100.00%	\$13,278		\$13,278
560	GMACM 2004-J6 [1]	Prime 2004	100.00%	\$1,629		\$1,629
561	GMACM 2004-J6 [2]	Prime 2004	100.00%	\$2,653		\$2,653
562	GMACM 2005-AA1 [1]	ALT-A 2005	100.00%	\$26,854		\$26,854
563	GMACM 2005-AA1 [2]	ALT-A 2005	100.00%	\$14,183		\$14,183
564	GMACM 2005-AF1 [ALL]	ALT-A 2005	100.00%	\$32,178		\$32,178
565	GMACM 2005-AF2 [ALL]	ALT-A 2005	100.00%	\$103,379		\$103,379
566	GMACM 2005-AR1 [1]	Prime 2005	100.00%	\$3,102		\$3,102
567	GMACM 2005-AR1 [2]	Prime 2005	100.00%	\$5,344		\$5,344
568	GMACM 2005-AR1 [3]	Prime 2005	100.00%	\$10,183		\$10,183
569	GMACM 2005-AR1 [4]	Prime 2005	100.00%	\$1,403		\$1,403
570	GMACM 2005-AR1 [5]	Prime 2005	100.00%	\$4,932		\$4,932
571	GMACM 2005-AR2 [1]	Prime 2005	100.00%	\$3,361		\$3,361
572	GMACM 2005-AR2 [2]	Prime 2005	100.00%	\$23,955		\$23,955
573	GMACM 2005-AR2 [3]	Prime 2005	100.00%	\$3,296		\$3,296
574	GMACM 2005-AR2 [4]	Prime 2005	100.00%	\$7,084		\$7,084
575	GMACM 2005-AR3 [1]	Prime 2005	100.00%	\$2,848		\$2,848
576	GMACM 2005-AR3 [2]	Prime 2005	100.00%	\$8,588		\$8,588
577	GMACM 2005-AR3 [3]	Prime 2005	100.00%	\$16,055		\$16,055
578	GMACM 2005-AR3 [4]	Prime 2005	100.00%	\$7,741		\$7,741
579	GMACM 2005-AR3 [5]	Prime 2005	100.00%	\$9,438		\$9,438
580	GMACM 2005-AR4 [1]	Prime 2005	100.00%	\$1,308		\$1,308
581	GMACM 2005-AR4 [2]	Prime 2005	100.00%	\$4,071		\$4,071
582	GMACM 2005-AR4 [3]	Prime 2005	100.00%	\$10,468		\$10,468
583	GMACM 2005-AR4 [4]	Prime 2005	100.00%	\$3,833		\$3,833
584	GMACM 2005-AR4 [5]	Prime 2005	100.00%	\$5,813		\$5,813
585	GMACM 2005-AR5 [1]	Prime 2005	100.00%	\$2,763		\$2,763
586	GMACM 2005-AR5 [2]	Prime 2005	100.00%	\$6,514		\$6,514
587	GMACM 2005-AR5 [3]	Prime 2005	100.00%	\$16,637		\$16,637
588	GMACM 2005-AR5 [4]	Prime 2005	100.00%	\$8,221		\$8,221

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
589	GMACM 2005-AR5 [5]	Prime 2005	100.00%	\$13,756		\$13,756
590	GMACM 2005-AR6 [1]	Prime 2005	100.00%	\$5,265		\$5,265
591	GMACM 2005-AR6 [2]	Prime 2005	100.00%	\$21,871		\$21,871
592	GMACM 2005-AR6 [3]	Prime 2005	100.00%	\$11,580		\$11,580
593	GMACM 2005-AR6 [4]	Prime 2005	100.00%	\$20,279		\$20,279
594	GMACM 2005-HE1 [ALL]	Second Lien 2005	100.00%	\$51,021	FGIC	\$51,021
595	GMACM 2005-HE2 [ALL]	CES 2005	100.00%	\$18,136	FGIC	\$18,136
596	GMACM 2005-J1 [ALL]	Prime 2005	100.00%	\$29,116		\$29,116
597	GMACM 2006-AR1 [1]	Prime 2006	100.00%	\$29,603		\$29,603
598	GMACM 2006-AR1 [2]	Prime 2006	100.00%	\$15,747		\$15,747
599	GMACM 2006-AR1 [3]	Prime 2006	100.00%	\$14,975		\$14,975
600	GMACM 2006-AR2 [1]	Prime 2006	100.00%	\$2,476		\$2,476
601	GMACM 2006-AR2 [2]	Prime 2006	100.00%	\$22,665		\$22,665
602	GMACM 2006-AR2 [3]	Prime 2006	100.00%	\$7,610		\$7,610
603	GMACM 2006-AR2 [4]	Prime 2006	100.00%	\$6,278		\$6,278
604	GMACM 2006-AR2 [5]	Prime 2006	100.00%	\$10,796		\$10,796
605	GMACM 2006-HE1 [ALL]	Second Lien 2006	100.00%	\$43,238	FGIC	\$43,238
606	GMACM 2006-HE2 [ALL]	CES 2006	100.00%	\$9,508	FGIC	\$9,508
607	GMACM 2006-HE3 [ALL]	CES 2006	100.00%	\$16,896	FGIC	\$16,896
608	GMACM 2006-HE5 [1]	CES 2006	100.00%	\$9,582	FGIC	\$9,582
609	GMACM 2006-HE5 [2]	CES 2006	100.00%	\$6,386	FGIC	\$6,386
610	GMACM 2006-HLTV1 [ALL]	Second Lien 2006	100.00%	\$4,268	FGIC	\$4,268
611	GMACM 2006-J1 [ALL]	Prime 2006	100.00%	\$39,735		\$39,735
612	GMACM 2007-HE2 [ALL]	CES 2007	100.00%	\$12,018	FGIC	\$12,018
613	GMACM 2007-HE3 [1]	CES 2007	100.00%	\$1,332		\$1,332
614	GMACM 2007-HE3 [2]	CES 2007	100.00%	\$1,673		\$1,673
615	GPMF 2005-HE4 [1]	Second Lien 2005	100.00%	\$14,280		\$14,280
616	GPMF 2005-HE4 [2]	Second Lien 2005	100.00%	\$28,846		\$28,846
617	GPMF 2006-AR4 [ALL]	ALT-A 2006	1.23%	\$5,791		\$5,791
618	GPMF 2006-AR5 [1]	ALT-A 2006	0.13%	\$620		\$620
619	GPMF 2006-AR5 [2]	ALT-A 2006	0.13%	\$137		\$137
620	GPMF 2006-AR6 [1]	ALT-A 2006	0.02%	\$78		\$78
621	GPMF 2006-AR6 [2]	ALT-A 2006	0.02%	\$21		\$21
622	GPMF 2006-AR7 [1]	ALT-A 2006	1.49%	\$5,210	FSA - Insurer Exception	\$5,210
623	GPMF 2006-AR7 [2]	ALT-A 2006	1.49%	\$1,238		\$1,238
624	GPMF 2006-AR8 [1]	ALT-A 2006	0.79%	\$2,307		\$2,307
625	GPMF 2006-AR8 [2]	ALT-A 2006	0.79%	\$425		\$425
626	GPMF 2007-AR2 [1]	Pay Option ARM 2007	27.58%	\$71,379		\$71,379
627	GPMF 2007-AR2 [2]	Pay Option ARM 2007	27.58%	\$85,938		\$85,938
628	GRCAP 1991-4 [ALL]	Prime 1999	9.00%	\$24		\$24
629	GSA A 2005-9 [1]	ALT-A 2005	19.48%	\$5,268		\$5,268
630	GSA A 2005-9 [2]	ALT-A 2005	19.48%	\$26,455		\$26,455
631	GSAMP 2004-SD1 [ALL]	Subprime 2004	1.50%	\$995		\$995
632	GSAMP 2004-SEA1 [ALL]	Subprime 2004	49.85%	\$19,136		\$19,136
633	GSMPS 2003-2 [1]	Subprime 2003	2.87%	\$1,461	FHLMC	\$0
634	GSMPS 2003-2 [2]	Subprime 2003	2.87%	\$1,196	FHLMC	\$0
635	GSMPS 2003-2 [3]	Subprime 2003	2.87%	\$828	FHLMC	\$0
636	GSMPS 2003-3 [1]	Subprime 2003	16.16%	\$6,197		\$6,197
637	GSMPS 2003-3 [2]	Subprime 2003	16.16%	\$2,669		\$2,669

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
638	GSMPS 2004-1 [1_1 Chase]	Subprime 2004	0.75%	\$171	CHASE (Pool Policy)/FHLMC	\$0
639	GSMPS 2004-1 [1_1 Non-Chase]	Subprime 2004	0.75%	\$361	FHLMC	\$0
640	GSMPS 2004-1 [1_2 Chase]	Subprime 2004	0.75%	\$114	CHASE (Pool Policy)/FHLMC	\$0
641	GSMPS 2004-1 [1_2 Non-Chase]	Subprime 2004	0.75%	\$126	FHLMC	\$0
642	GSMPS 2004-1 [1_3 Chase]	Subprime 2004	0.75%	\$113	CHASE (Pool Policy)/FHLMC	\$0
643	GSMPS 2004-1 [1_3 Non-Chase]	Subprime 2004	0.75%	\$99	FHLMC	\$0
644	GSMPS 2004-1 [2]	Subprime 2004	0.75%	\$26	FHLMC	\$0
645	GSMPS 2004-3 [1_1 Chase]	Subprime 2004	4.54%	\$527	CHASE (Pool Policy)/FHLMC	\$0
646	GSMPS 2004-3 [1_1 Non-Chase]	Subprime 2004	4.54%	\$2,301	FHLMC	\$0
647	GSMPS 2004-3 [1_2 Chase]	Subprime 2004	4.54%	\$443	CHASE (Pool Policy)/FHLMC	\$0
648	GSMPS 2004-3 [1_2 Non-Chase]	Subprime 2004	4.54%	\$1,929	FHLMC	\$0
649	GSMPS 2004-3 [1_3 Chase]	Subprime 2004	4.54%	\$395	CHASE (Pool Policy)/FHLMC	\$0
650	GSMPS 2004-3 [1_3 Non-Chase]	Subprime 2004	4.54%	\$1,196	FHLMC	\$0
651	GSMPS 2004-3 [1_4 Chase]	Subprime 2004	4.54%	\$189	CHASE (Pool Policy)/FHLMC	\$0
652	GSMPS 2004-3 [1_4 Non-Chase]	Subprime 2004	4.54%	\$1,631	FHLMC	\$0
653	GSMPS 2004-3 [2]	Subprime 2004	4.54%	\$802	FHLMC	\$0
654	GSMPS 2004-4 [1]	Subprime 2004	11.21%	\$33,512		\$33,512
655	GSMPS 2004-4 [2]	Subprime 2004	11.21%	\$3,739		\$3,739
656	GSMPS 2005-LT1 [ALL]	Subprime 2005	3.44%	\$11,681		\$11,681
657	GSMPS 2005-RP1 [1]	Subprime 2005	1.35%	\$3,143		\$3,143
658	GSMPS 2005-RP1 [2]	Subprime 2005	1.35%	\$385		\$385
659	GSMPS 2005-RP2 [1]	Subprime 2005	2.36%	\$6,606		\$6,606
660	GSMPS 2005-RP2 [2]	Subprime 2005	2.36%	\$458		\$458
661	GSMPS 2005-RP3 [1]	Subprime 2005	2.23%	\$6,788		\$6,788
662	GSMPS 2005-RP3 [2]	Subprime 2005	2.23%	\$815		\$815
663	GSMPS 2006-RP1 [1]	Subprime 2006	5.92%	\$20,429		\$20,429
664	GSMPS 2006-RP1 [2]	Subprime 2006	5.92%	\$1,645		\$1,645
665	GSMPS 2006-RP2 [1]	Subprime 2006	3.55%	\$4,966		\$4,966
666	GSMPS 2006-RP2 [2]	Subprime 2006	3.55%	\$269		\$269
667	GSR 2003-2F [1]	Prime 2003	32.89%	\$222		\$222
668	GSR 2003-2F [2]	Prime 2003	32.89%	\$97		\$97
669	GSR 2003-2F [3]	Prime 2003	32.89%	\$242		\$242
670	GSR 2004-10F [I]	Prime 2004	17.47%	\$1,178		\$1,178
671	GSR 2004-10F [II]	Prime 2004	17.47%	\$1,193		\$1,193
672	GSR 2005-5F [I]	Prime 2005	4.61%	\$1,637		\$1,637
673	GSR 2005-5F [II]	Prime 2005	4.61%	\$94		\$94
674	GSR 2005-6F [1]	Prime 2005	2.68%	\$943		\$943
675	GSR 2005-6F [2]	Prime 2005	2.68%	\$35		\$35
676	GSR 2005-7F [1]	Prime 2005	5.84%	\$62		\$62
677	GSR 2005-7F [2]	Prime 2005	5.84%	\$395		\$395
678	GSR 2005-7F [3]	Prime 2005	5.84%	\$207		\$207
679	GSR 2005-8F [1]	Prime 2005	11.75%	\$5,442		\$5,442

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
680	GSR 2005-8F [2]	Prime 2005	11.75%	\$1,316		\$1,316
681	GSR 2005-8F [3]	Prime 2005	11.75%	\$1,724		\$1,724
682	GSR 2005-9F [1]	Prime 2005	0.29%	\$163		\$163
683	GSR 2005-9F [2]	Prime 2005	0.29%	\$33		\$33
684	GSR 2005-9F [3]	Prime 2005	0.29%	\$6		\$6
685	GSR 2005-AR3 [1]	Prime 2005	7.89%	\$916		\$916
686	GSR 2005-AR3 [2]	Prime 2005	7.89%	\$1,166		\$1,166
687	GSR 2005-AR3 [3]	Prime 2005	7.89%	\$1,391		\$1,391
688	GSR 2005-AR3 [4]	Prime 2005	7.89%	\$1,923		\$1,923
689	GSR 2005-AR3 [5]	Prime 2005	7.89%	\$1,289		\$1,289
690	GSR 2005-AR3 [6]	Prime 2005	7.89%	\$2,566		\$2,566
691	GSR 2005-AR3 [7]	Prime 2005	7.89%	\$235		\$235
692	GSR 2005-AR3 [8]	Prime 2005	7.89%	\$493		\$493
693	GSR 2006-2F [1]	Prime 2006	1.20%	\$968		\$968
694	GSR 2006-2F [2]	Prime 2006	1.20%	\$121		\$121
695	GSR 2006-3F [1]	Prime 2006	1.45%	\$590		\$590
696	GSR 2006-3F [2]	Prime 2006	1.45%	\$273		\$273
697	GSR 2006-4F [1]	Prime 2006	18.88%	\$9,645		\$9,645
698	GSR 2006-4F [2]	Prime 2006	18.88%	\$3,778		\$3,778
699	GSR 2006-4F [3]	Prime 2006	18.88%	\$3,003		\$3,003
700	GSR 2006-AR1 [1]	Prime 2006	15.22%	\$2,972		\$2,972
701	GSR 2006-AR1 [2]	Prime 2006	15.22%	\$22,599		\$22,599
702	GSR 2006-AR1 [3]	Prime 2006	15.22%	\$2,127		\$2,127
703	GSR 2006-AR2 [1]	Prime 2006	15.01%	\$1,120		\$1,120
704	GSR 2006-AR2 [2]	Prime 2006	15.01%	\$2,752		\$2,752
705	GSR 2006-AR2 [3]	Prime 2006	15.01%	\$4,920		\$4,920
706	GSR 2006-AR2 [4]	Prime 2006	15.01%	\$4,216		\$4,216
707	GSR 2006-AR2 [5]	Prime 2006	15.01%	\$6,347		\$6,347
708	GSR 2007-4F [1]	Prime 2007	2.73%	\$1,976		\$1,976
709	GSR 2007-4F [2]	Prime 2007	2.73%	\$229		\$229
710	GSRPM 2002-1A [ALL]	Subprime 2002	9.00%	\$9,115	AMBAC	\$9,115
711	GSRPM 2003-2 [ALL]	Subprime 2003	77.00%	\$29,150		\$29,150
712	GSRPM 2004-1 [1]	Subprime 2004	9.00%	\$4,807		\$4,807
713	GSRPM 2004-1 [2]	Subprime 2004	9.00%	\$198		\$198
714	HVMLT 2003-1 [ALL]	ALT-A 2003	95.95%	\$4,461		\$4,461
715	HVMLT 2004-10 [1]	ALT-A 2004	22.07%	\$2,630		\$2,630
716	HVMLT 2004-10 [2]	ALT-A 2004	22.07%	\$1,911		\$1,911
717	HVMLT 2004-10 [3]	ALT-A 2004	22.07%	\$4,637		\$4,637
718	HVMLT 2004-10 [4]	ALT-A 2004	22.07%	\$2,885		\$2,885
719	HVMLT 2004-4 [1]	ALT-A 2004	51.59%	\$828		\$828
720	HVMLT 2004-4 [2]	ALT-A 2004	51.59%	\$3,975		\$3,975
721	HVMLT 2004-4 [3]	ALT-A 2004	51.59%	\$4,507		\$4,507
722	HVMLT 2004-5 [1]	ALT-A 2004	40.64%	\$4,033		\$4,033
723	HVMLT 2004-5 [2]	ALT-A 2004	40.64%	\$8,351		\$8,351
724	HVMLT 2004-5 [3]	ALT-A 2004	40.64%	\$1,847		\$1,847
725	HVMLT 2004-6 [1]	ALT-A 2004	50.68%	\$787		\$787
726	HVMLT 2004-6 [2]	ALT-A 2004	50.68%	\$2,297		\$2,297
727	HVMLT 2004-6 [3]	ALT-A 2004	50.68%	\$6,656		\$6,656
728	HVMLT 2004-6 [4]	ALT-A 2004	50.68%	\$5,234		\$5,234

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
729	HVMLT 2004-6 [5]	ALT-A 2004	50.68%	\$2,128		\$2,128
730	HVMLT 2004-7 [1]	ALT-A 2004	22.34%	\$829		\$829
731	HVMLT 2004-7 [2]	ALT-A 2004	22.34%	\$6,054		\$6,054
732	HVMLT 2004-7 [3]	ALT-A 2004	22.34%	\$2,505		\$2,505
733	HVMLT 2004-7 [4]	ALT-A 2004	22.34%	\$1,964		\$1,964
734	HVMLT 2004-8 [1]	Pay Option ARM 2004	10.69%	\$4,247		\$4,247
735	HVMLT 2004-8 [2]	Pay Option ARM 2004	10.69%	\$6,721		\$6,721
736	HVMLT 2004-8 [3]	Pay Option ARM 2004	10.69%	\$1,575		\$1,575
737	HVMLT 2005-11 [1]	Pay Option ARM 2005	100.00%	\$40,115	XL - Insurer Exception	\$40,115
738	HVMLT 2005-11 [2]	Pay Option ARM 2005	100.00%	\$83,612	XL - Insurer Exception	\$83,612
739	HVMLT 2005-15 [1]	Pay Option ARM 2005	90.86%	\$45,796	XL - Insurer Exception	\$45,796
740	HVMLT 2005-15 [2]	Pay Option ARM 2005	90.86%	\$114,870		\$114,870
741	HVMLT 2005-15 [3]	Pay Option ARM 2005	90.86%	\$61,047		\$61,047
742	HVMLT 2005-4 [1]	ALT-A 2005	0.43%	\$34		\$34
743	HVMLT 2005-4 [2]	ALT-A 2005	0.43%	\$36		\$36
744	HVMLT 2005-4 [3]	ALT-A 2005	0.43%	\$154		\$154
745	HVMLT 2005-4 [4]	ALT-A 2005	0.43%	\$47		\$47
746	HVMLT 2005-4 [5]	ALT-A 2005	0.43%	\$14		\$14
747	HVMLT 2005-6 [ALL]	ALT-A 2005	19.08%	\$4,223		\$4,223
748	HVMLT 2005-7 [1]	Pay Option ARM 2005	5.87%	\$4,224		\$4,224
749	HVMLT 2005-7 [2]	Pay Option ARM 2005	5.87%	\$7,418		\$7,418
750	HVMLT 2006-10 [1]	Pay Option ARM 2006	100.00%	\$292,180	FSA - Insurer Exception	\$292,180
751	HVMLT 2006-10 [2]	Pay Option ARM 2006	100.00%	\$511,884	FSA - Insurer Exception	\$511,884
752	HVMLT 2006-13 [ALL]	ALT-A 2006	2.18%	\$1,035		\$1,035
753	HVMLT 2006-14 [1]	Pay Option ARM 2006	23.22%	\$75,886		\$75,886
754	HVMLT 2006-14 [2]	Pay Option ARM 2006	23.22%	\$224,767	AMBAC - Insurer Exception	\$224,767
755	HVMLT 2006-8 [1]	Pay Option ARM 2006	2.10%	\$4,026		\$4,026
756	HVMLT 2006-8 [2]	Pay Option ARM 2006	2.10%	\$7,868		\$7,868
757	HVMLT 2006-SB1 [ALL]	Pay Option ARM 2006	100.00%	\$122,688		\$122,688
758	HVMLT 2007-3 [1]	Pay Option ARM 2007	100.00%	\$184,402		\$184,402
759	HVMLT 2007-3 [2]	Pay Option ARM 2007	100.00%	\$299,555		\$299,555
760	HVMLT 2007-4 [1]	Pay Option ARM 2007	89.07%	\$98,088		\$98,088
761	HVMLT 2007-4 [2]	Pay Option ARM 2007	89.07%	\$264,092		\$264,092
762	HVMLT 2007-6 [1]	Pay Option ARM 2007	85.17%	\$97,813		\$97,813
763	HVMLT 2007-6 [2]	Pay Option ARM 2007	85.17%	\$176,951		\$176,951
764	HVMLT 2007-7 [1]	Pay Option ARM 2007	12.77%	\$29,621		\$29,621
765	HVMLT 2007-7 [2]	Pay Option ARM 2007	12.77%	\$50,881		\$50,881
766	HVMLT 2007-A [ALL]	CES 2007	5.00%	\$827		\$827
767	LMT 2006-7 [1]	ALT-A 2006	0.86%	\$524		\$524
768	LMT 2006-7 [2]	ALT-A 2006	0.86%	\$1,003		\$1,003
769	LMT 2006-7 [3]	ALT-A 2006	0.86%	\$621		\$621
770	LMT 2006-7 [4]	ALT-A 2006	0.86%	\$172		\$172
771	LUM 2006-4 [ALL]	Pay Option ARM 2006	81.76%	\$134,807		\$134,807
772	LUM 2006-5 [ALL]	Pay Option ARM 2006	4.38%	\$10,247		\$10,247
773	LXS 2006-10N [1]	ALT-A 2006	0.46%	\$2,300		\$2,300
774	LXS 2006-10N [2]	ALT-A 2006	0.46%	\$553		\$553
775	LXS 2006-12N [1]	ALT-A 2006	0.03%	\$195		\$195
776	LXS 2006-12N [2]	ALT-A 2006	0.03%	\$73		\$73
777	LXS 2006-GP1 [ALL]	ALT-A 2006	100.00%	\$334,588		\$334,588

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
778	LXS 2006-GP2 [1]	ALT-A 2006	100.00%	\$254,784		\$254,784
779	LXS 2006-GP2 [2]	ALT-A 2006	100.00%	\$120,365		\$120,365
780	LXS 2006-GP2 [3]	ALT-A 2006	100.00%	\$81,414		\$81,414
781	LXS 2006-GP3 [1]	ALT-A 2006	100.00%	\$118,849		\$118,849
782	LXS 2006-GP3 [2]	ALT-A 2006	100.00%	\$79,273		\$79,273
783	LXS 2006-GP3 [3]	ALT-A 2006	100.00%	\$201,901		\$201,901
784	LXS 2006-GP4 [1]	ALT-A 2006	0.16%	\$201		\$201
785	LXS 2006-GP4 [2]	ALT-A 2006	0.16%	\$134		\$134
786	LXS 2006-GP4 [3]	ALT-A 2006	0.16%	\$509		\$509
787	MABS 2005-AB1 [ALL]	Subprime 2005	0.48%	\$1,317	FGIC	\$1,317
788	MALT 2002-1 [ALL]	ALT-A 2002	60.97%	\$3,408		\$3,408
789	MALT 2002-2 [1]	ALT-A 2002	66.86%	\$731		\$731
790	MALT 2002-2 [2]	ALT-A 2002	66.86%	\$1,515		\$1,515
791	MALT 2002-2 [3]	ALT-A 2002	66.86%	\$3,399		\$3,399
792	MALT 2002-2 [4]	ALT-A 2002	66.86%	\$2,289		\$2,289
793	MALT 2002-2 [5]	ALT-A 2002	66.86%	\$2,152		\$2,152
794	MALT 2002-3 [ALL]	ALT-A 2002	55.67%	\$17,985	MBIA	\$0
795	MALT 2003-2 [1]	ALT-A 2003	6.05%	\$339		\$339
796	MALT 2003-2 [2]	ALT-A 2003	6.05%	\$137		\$137
797	MALT 2003-2 [3]	ALT-A 2003	6.05%	\$88		\$88
798	MALT 2003-2 [4]	ALT-A 2003	6.05%	\$93		\$93
799	MALT 2003-2 [5]	ALT-A 2003	6.05%	\$21		\$21
800	MALT 2003-2 [6]	ALT-A 2003	6.05%	\$66		\$66
801	MALT 2003-2 [7]	ALT-A 2003	6.05%	\$58		\$58
802	MALT 2003-3 [1]	ALT-A 2003	35.32%	\$1,212		\$1,212
803	MALT 2003-3 [2]	ALT-A 2003	35.32%	\$5,272		\$5,272
804	MALT 2003-4 [1]	ALT-A 2003	10.89%	\$479		\$479
805	MALT 2003-4 [2]	ALT-A 2003	10.89%	\$164		\$164
806	MALT 2003-4 [3]	ALT-A 2003	10.89%	\$319		\$319
807	MALT 2003-4 [4]	ALT-A 2003	10.89%	\$317		\$317
808	MALT 2003-4 [5]	ALT-A 2003	10.89%	\$137		\$137
809	MALT 2003-5 [1]	ALT-A 2003	4.50%	\$141		\$141
810	MALT 2003-5 [2]	ALT-A 2003	4.50%	\$83		\$83
811	MALT 2003-5 [3]	ALT-A 2003	4.50%	\$168		\$168
812	MALT 2003-5 [4]	ALT-A 2003	4.50%	\$474		\$474
813	MALT 2003-5 [5]	ALT-A 2003	4.50%	\$181		\$181
814	MALT 2003-5 [6]	ALT-A 2003	4.50%	\$195		\$195
815	MALT 2003-5 [7]	ALT-A 2003	4.50%	\$188		\$188
816	MALT 2003-5 [8]	ALT-A 2003	4.50%	\$49		\$49
817	MALT 2003-6 [1]	ALT-A 2003	22.25%	\$1,386		\$1,386
818	MALT 2003-6 [2]	ALT-A 2003	22.25%	\$362		\$362
819	MALT 2003-6 [3]	ALT-A 2003	22.25%	\$856		\$856
820	MALT 2003-6 [4]	ALT-A 2003	22.25%	\$304		\$304
821	MALT 2003-7 [1]	ALT-A 2003	6.43%	\$698		\$698
822	MALT 2003-7 [2]	ALT-A 2003	6.43%	\$80		\$80
823	MALT 2003-7 [3]	ALT-A 2003	6.43%	\$570		\$570
824	MALT 2003-7 [4]	ALT-A 2003	6.43%	\$202		\$202
825	MALT 2003-7 [5]	ALT-A 2003	6.43%	\$119		\$119
826	MALT 2003-7 [6]	ALT-A 2003	6.43%	\$517		\$517

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
827	MALT 2003-7 [7]	ALT-A 2003	6.43%	\$811		\$811
828	MALT 2003-7 [8]	ALT-A 2003	6.43%	\$310		\$310
829	MALT 2003-8 [1]	ALT-A 2003	3.16%	\$24		\$24
830	MALT 2003-8 [2]	ALT-A 2003	3.16%	\$49		\$49
831	MALT 2003-8 [3]	ALT-A 2003	3.16%	\$91		\$91
832	MALT 2003-8 [4]	ALT-A 2003	3.16%	\$68		\$68
833	MALT 2003-8 [5]	ALT-A 2003	3.16%	\$66		\$66
834	MALT 2003-8 [6]	ALT-A 2003	3.16%	\$90		\$90
835	MALT 2003-8 [7]	ALT-A 2003	3.16%	\$48		\$48
836	MALT 2003-9 [1]	ALT-A 2003	7.80%	\$81		\$81
837	MALT 2003-9 [2]	ALT-A 2003	7.80%	\$38		\$38
838	MALT 2003-9 [3]	ALT-A 2003	7.80%	\$82		\$82
839	MALT 2003-9 [4]	ALT-A 2003	7.80%	\$148		\$148
840	MALT 2003-9 [5]	ALT-A 2003	7.80%	\$167		\$167
841	MALT 2003-9 [6]	ALT-A 2003	7.80%	\$38		\$38
842	MALT 2003-9 [7]	ALT-A 2003	7.80%	\$76		\$76
843	MALT 2003-9 [8]	ALT-A 2003	7.80%	\$40		\$40
844	MALT 2004-1 [1]	ALT-A 2004	8.15%	\$393		\$393
845	MALT 2004-1 [2]	ALT-A 2004	8.15%	\$168		\$168
846	MALT 2004-1 [3]	ALT-A 2004	8.15%	\$165		\$165
847	MALT 2004-1 [4]	ALT-A 2004	8.15%	\$375		\$375
848	MALT 2004-10 [1]	ALT-A 2004	11.02%	\$253		\$253
849	MALT 2004-10 [2]	ALT-A 2004	11.02%	\$688		\$688
850	MALT 2004-10 [3]	ALT-A 2004	11.02%	\$704		\$704
851	MALT 2004-10 [4]	ALT-A 2004	11.02%	\$354		\$354
852	MALT 2004-10 [5]	ALT-A 2004	11.02%	\$825		\$825
853	MALT 2004-11 [1]	ALT-A 2004	18.18%	\$962		\$962
854	MALT 2004-11 [2]	ALT-A 2004	18.18%	\$448		\$448
855	MALT 2004-11 [3]	ALT-A 2004	18.18%	\$2,606		\$2,606
856	MALT 2004-11 [4]	ALT-A 2004	18.18%	\$1,763		\$1,763
857	MALT 2004-11 [5]	ALT-A 2004	18.18%	\$978		\$978
858	MALT 2004-11 [6]	ALT-A 2004	18.18%	\$212		\$212
859	MALT 2004-11 [7]	ALT-A 2004	18.18%	\$779		\$779
860	MALT 2004-11 [8]	ALT-A 2004	18.18%	\$531		\$531
861	MALT 2004-11 [9]	ALT-A 2004	18.18%	\$494		\$494
862	MALT 2004-12 [1]	ALT-A 2004	28.11%	\$509		\$509
863	MALT 2004-12 [2]	ALT-A 2004	28.11%	\$1,269		\$1,269
864	MALT 2004-12 [3]	ALT-A 2004	28.11%	\$2,580		\$2,580
865	MALT 2004-12 [4]	ALT-A 2004	28.11%	\$804		\$804
866	MALT 2004-12 [5]	ALT-A 2004	28.11%	\$3,352		\$3,352
867	MALT 2004-12 [6]	ALT-A 2004	28.11%	\$1,667		\$1,667
868	MALT 2004-13 [1]	ALT-A 2004	20.39%	\$470		\$470
869	MALT 2004-13 [10]	ALT-A 2004	20.39%	\$1,065		\$1,065
870	MALT 2004-13 [11]	ALT-A 2004	20.39%	\$330		\$330
871	MALT 2004-13 [12]	ALT-A 2004	20.39%	\$342		\$342
872	MALT 2004-13 [2]	ALT-A 2004	20.39%	\$599		\$599
873	MALT 2004-13 [3]	ALT-A 2004	20.39%	\$269		\$269
874	MALT 2004-13 [4]	ALT-A 2004	20.39%	\$295		\$295
875	MALT 2004-13 [5]	ALT-A 2004	20.39%	\$261		\$261

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
876	MALT 2004-13 [6]	ALT-A 2004	20.39%	\$240		\$240
877	MALT 2004-13 [7]	ALT-A 2004	20.39%	\$283		\$283
878	MALT 2004-13 [8]	ALT-A 2004	20.39%	\$761		\$761
879	MALT 2004-13 [9]	ALT-A 2004	20.39%	\$1,044		\$1,044
880	MALT 2004-2 [1]	ALT-A 2004	5.11%	\$78		\$78
881	MALT 2004-2 [2]	ALT-A 2004	5.11%	\$175		\$175
882	MALT 2004-2 [3]	ALT-A 2004	5.11%	\$171		\$171
883	MALT 2004-2 [4]	ALT-A 2004	5.11%	\$75		\$75
884	MALT 2004-2 [5]	ALT-A 2004	5.11%	\$46		\$46
885	MALT 2004-2 [6]	ALT-A 2004	5.11%	\$127		\$127
886	MALT 2004-2 [7]	ALT-A 2004	5.11%	\$190		\$190
887	MALT 2004-2 [8]	ALT-A 2004	5.11%	\$296		\$296
888	MALT 2004-3 [1]	ALT-A 2004	6.41%	\$153		\$153
889	MALT 2004-3 [2]	ALT-A 2004	6.41%	\$212		\$212
890	MALT 2004-3 [3]	ALT-A 2004	6.41%	\$122		\$122
891	MALT 2004-3 [4]	ALT-A 2004	6.41%	\$128		\$128
892	MALT 2004-3 [5]	ALT-A 2004	6.41%	\$167		\$167
893	MALT 2004-3 [6]	ALT-A 2004	6.41%	\$151		\$151
894	MALT 2004-3 [7]	ALT-A 2004	6.41%	\$189		\$189
895	MALT 2004-3 [8]	ALT-A 2004	6.41%	\$259		\$259
896	MALT 2004-4 [1]	ALT-A 2004	5.55%	\$172		\$172
897	MALT 2004-4 [10]	ALT-A 2004	5.55%	\$64		\$64
898	MALT 2004-4 [11]	ALT-A 2004	5.55%	\$169		\$169
899	MALT 2004-4 [2]	ALT-A 2004	5.55%	\$56		\$56
900	MALT 2004-4 [3]	ALT-A 2004	5.55%	\$84		\$84
901	MALT 2004-4 [4]	ALT-A 2004	5.55%	\$100		\$100
902	MALT 2004-4 [5]	ALT-A 2004	5.55%	\$120		\$120
903	MALT 2004-4 [6]	ALT-A 2004	5.55%	\$145		\$145
904	MALT 2004-4 [7]	ALT-A 2004	5.55%	\$166		\$166
905	MALT 2004-4 [8]	ALT-A 2004	5.55%	\$72		\$72
906	MALT 2004-4 [9]	ALT-A 2004	5.55%	\$331		\$331
907	MALT 2004-5 [1]	ALT-A 2004	11.45%	\$139		\$139
908	MALT 2004-5 [2]	ALT-A 2004	11.45%	\$174		\$174
909	MALT 2004-5 [3]	ALT-A 2004	11.45%	\$132		\$132
910	MALT 2004-5 [4]	ALT-A 2004	11.45%	\$182		\$182
911	MALT 2004-5 [5]	ALT-A 2004	11.45%	\$127		\$127
912	MALT 2004-5 [6]	ALT-A 2004	11.45%	\$228		\$228
913	MALT 2004-5 [7]	ALT-A 2004	11.45%	\$216		\$216
914	MALT 2004-6 [1]	ALT-A 2004	14.82%	\$735		\$735
915	MALT 2004-6 [10]	ALT-A 2004	14.82%	\$1,080		\$1,080
916	MALT 2004-6 [2]	ALT-A 2004	14.82%	\$452		\$452
917	MALT 2004-6 [3]	ALT-A 2004	14.82%	\$413		\$413
918	MALT 2004-6 [4]	ALT-A 2004	14.82%	\$659		\$659
919	MALT 2004-6 [5]	ALT-A 2004	14.82%	\$359		\$359
920	MALT 2004-6 [6]	ALT-A 2004	14.82%	\$664		\$664
921	MALT 2004-6 [7]	ALT-A 2004	14.82%	\$1,993		\$1,993
922	MALT 2004-6 [8]	ALT-A 2004	14.82%	\$895		\$895
923	MALT 2004-6 [9]	ALT-A 2004	14.82%	\$474		\$474
924	MALT 2004-7 [1]	ALT-A 2004	8.78%	\$486		\$486

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
925	MALT 2004-7 [10]	ALT-A 2004	8.78%	\$84		\$84
926	MALT 2004-7 [2]	ALT-A 2004	8.78%	\$98		\$98
927	MALT 2004-7 [3]	ALT-A 2004	8.78%	\$119		\$119
928	MALT 2004-7 [4]	ALT-A 2004	8.78%	\$104		\$104
929	MALT 2004-7 [5]	ALT-A 2004	8.78%	\$65		\$65
930	MALT 2004-7 [6]	ALT-A 2004	8.78%	\$120		\$120
931	MALT 2004-7 [7]	ALT-A 2004	8.78%	\$188		\$188
932	MALT 2004-7 [8]	ALT-A 2004	8.78%	\$82		\$82
933	MALT 2004-7 [9]	ALT-A 2004	8.78%	\$362		\$362
934	MALT 2004-8 [1]	ALT-A 2004	19.48%	\$1,380		\$1,380
935	MALT 2004-8 [2]	ALT-A 2004	19.48%	\$1,231		\$1,231
936	MALT 2004-8 [3]	ALT-A 2004	19.48%	\$468		\$468
937	MALT 2004-8 [4]	ALT-A 2004	19.48%	\$454		\$454
938	MALT 2004-8 [5]	ALT-A 2004	19.48%	\$587		\$587
939	MALT 2004-8 [6]	ALT-A 2004	19.48%	\$485		\$485
940	MALT 2004-8 [7]	ALT-A 2004	19.48%	\$357		\$357
941	MALT 2004-8 [8]	ALT-A 2004	19.48%	\$395		\$395
942	MALT 2004-9 [ALL]	ALT-A 2004	8.33%	\$3,396		\$3,396
943	MALT 2005-1 [1]	ALT-A 2005	35.28%	\$1,037		\$1,037
944	MALT 2005-1 [2]	ALT-A 2005	35.28%	\$1,884		\$1,884
945	MALT 2005-1 [3]	ALT-A 2005	35.28%	\$1,854		\$1,854
946	MALT 2005-1 [4]	ALT-A 2005	35.28%	\$737		\$737
947	MALT 2005-1 [5]	ALT-A 2005	35.28%	\$760		\$760
948	MALT 2005-1 [6]	ALT-A 2005	35.28%	\$6,261		\$6,261
949	MALT 2005-1 [7]	ALT-A 2005	35.28%	\$1,251		\$1,251
950	MALT 2005-2 [1]	ALT-A 2005	28.87%	\$4,872		\$4,872
951	MALT 2005-2 [2]	ALT-A 2005	28.87%	\$2,614		\$2,614
952	MALT 2005-2 [3]	ALT-A 2005	28.87%	\$715		\$715
953	MALT 2005-2 [4]	ALT-A 2005	28.87%	\$4,710		\$4,710
954	MALT 2005-2 [5]	ALT-A 2005	28.87%	\$1,369		\$1,369
955	MALT 2005-2 [6]	ALT-A 2005	28.87%	\$1,164		\$1,164
956	MALT 2005-3 [1]	ALT-A 2005	24.62%	\$2,199		\$2,199
957	MALT 2005-3 [2]	ALT-A 2005	24.62%	\$637		\$637
958	MALT 2005-3 [3]	ALT-A 2005	24.62%	\$891		\$891
959	MALT 2005-3 [4]	ALT-A 2005	24.62%	\$1,071		\$1,071
960	MALT 2005-3 [5]	ALT-A 2005	24.62%	\$772		\$772
961	MALT 2005-3 [6]	ALT-A 2005	24.62%	\$4,621		\$4,621
962	MALT 2005-3 [7]	ALT-A 2005	24.62%	\$617		\$617
963	MALT 2005-4 [1]	ALT-A 2005	20.48%	\$1,936		\$1,936
964	MALT 2005-4 [2]	ALT-A 2005	20.48%	\$3,773		\$3,773
965	MALT 2005-4 [3]	ALT-A 2005	20.48%	\$2,387		\$2,387
966	MALT 2005-4 [4]	ALT-A 2005	20.48%	\$1,189		\$1,189
967	MALT 2005-4 [5]	ALT-A 2005	20.48%	\$2,741		\$2,741
968	MALT 2005-5 [1]	ALT-A 2005	13.07%	\$545		\$545
969	MALT 2005-5 [2]	ALT-A 2005	13.07%	\$1,486		\$1,486
970	MALT 2005-5 [3]	ALT-A 2005	13.07%	\$3,358		\$3,358
971	MALT 2005-5 [4]	ALT-A 2005	13.07%	\$368		\$368
972	MALT 2005-5 [5]	ALT-A 2005	13.07%	\$1,003		\$1,003
973	MALT 2005-6 [1]	ALT-A 2005	2.51%	\$2,448		\$2,448

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
974	MALT 2005-6 [2]	ALT-A 2005	2.51%	\$304		\$304
975	MALT 2006-1 [ALL]	ALT-A 2006	0.72%	\$474		\$474
976	MALT 2006-3 [1]	ALT-A 2006	0.12%	\$104		\$104
977	MALT 2006-3 [2]	ALT-A 2006	0.12%	\$12		\$12
978	MALT 2007-1 [1,2]	ALT-A 2007	0.62%	\$197		\$197
979	MALT 2007-1 [3]	ALT-A 2007	0.62%	\$71		\$71
980	MALT 2007-HF1 [1]	ALT-A 2007	4.80%	\$510		\$510
981	MALT 2007-HF1 [2]	ALT-A 2007	4.80%	\$1,967		\$1,967
982	MALT 2007-HF1 [3]	ALT-A 2007	4.80%	\$366		\$366
983	MALT 2007-HF1 [4]	ALT-A 2007	4.80%	\$3,142		\$3,142
984	MALT 2007-HF1 [5]	ALT-A 2007	4.80%	\$247		\$247
985	MARM 2003-2 [1]	Prime 2003	6.62%	\$58		\$58
986	MARM 2003-2 [2]	Prime 2003	6.62%	\$67		\$67
987	MARM 2003-2 [3]	Prime 2003	6.62%	\$105		\$105
988	MARM 2003-2 [4]	Prime 2003	6.62%	\$112		\$112
989	MARM 2003-2 [5]	Prime 2003	6.62%	\$44		\$44
990	MARM 2003-2 [6]	Prime 2003	6.62%	\$21		\$21
991	MARM 2003-7 [1]	ALT-A 2003	2.44%	\$5		\$5
992	MARM 2003-7 [2]	ALT-A 2003	2.44%	\$8		\$8
993	MARM 2003-7 [3]	ALT-A 2003	2.44%	\$15		\$15
994	MARM 2003-7 [4]	ALT-A 2003	2.44%	\$11		\$11
995	MARM 2003-7 [5]	ALT-A 2003	2.44%	\$12		\$12
996	MARM 2004-1 [1]	Prime 2004	2.64%	\$45		\$45
997	MARM 2004-1 [2]	Prime 2004	2.64%	\$82		\$82
998	MARM 2004-1 [3]	Prime 2004	2.64%	\$163		\$163
999	MARM 2004-1 [4]	Prime 2004	2.64%	\$87		\$87
1000	MARM 2004-1 [5]	Prime 2004	2.64%	\$65		\$65
1001	MARM 2004-1 [6]	Prime 2004	2.64%	\$80		\$80
1002	MARM 2004-10 [1]	Prime 2004	31.23%	\$1,687		\$1,687
1003	MARM 2004-10 [2]	Prime 2004	31.23%	\$2,749		\$2,749
1004	MARM 2004-10 [3]	Prime 2004	31.23%	\$1,762		\$1,762
1005	MARM 2004-11 [1]	ALT-A 2004	34.51%	\$11,235		\$11,235
1006	MARM 2004-11 [2]	ALT-A 2004	34.51%	\$13,423		\$13,423
1007	MARM 2004-12 [1]	Prime 2004	7.61%	\$205		\$205
1008	MARM 2004-12 [2]	Prime 2004	7.61%	\$371		\$371
1009	MARM 2004-12 [3]	Prime 2004	7.61%	\$820		\$820
1010	MARM 2004-12 [4]	Prime 2004	7.61%	\$374		\$374
1011	MARM 2004-12 [5]	Prime 2004	7.61%	\$298		\$298
1012	MARM 2004-14 [1]	ALT-A 2004	36.97%	\$11,614		\$11,614
1013	MARM 2004-14 [2]	ALT-A 2004	36.97%	\$8,719		\$8,719
1014	MARM 2004-15 [1]	ALT-A 2004	37.61%	\$2,045		\$2,045
1015	MARM 2004-15 [2]	ALT-A 2004	37.61%	\$2,969		\$2,969
1016	MARM 2004-15 [3]	ALT-A 2004	37.61%	\$1,015		\$1,015
1017	MARM 2004-15 [4]	ALT-A 2004	37.61%	\$3,514		\$3,514
1018	MARM 2004-15 [5]	ALT-A 2004	37.61%	\$581		\$581
1019	MARM 2004-15 [6]	ALT-A 2004	37.61%	\$1,823		\$1,823
1020	MARM 2004-15 [7]	ALT-A 2004	37.61%	\$1,858		\$1,858
1021	MARM 2004-15 [8]	ALT-A 2004	37.61%	\$2,399		\$2,399
1022	MARM 2004-15 [9]	ALT-A 2004	37.61%	\$1,914		\$1,914

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1023	MARM 2004-2 [1]	ALT-A 2004	36.99%	\$773		\$773
1024	MARM 2004-2 [2]	ALT-A 2004	36.99%	\$1,047		\$1,047
1025	MARM 2004-2 [3]	ALT-A 2004	36.99%	\$4,101		\$4,101
1026	MARM 2004-3 [1]	Prime 2004	48.47%	\$642		\$642
1027	MARM 2004-3 [2]	Prime 2004	48.47%	\$1,115		\$1,115
1028	MARM 2004-3 [3]	Prime 2004	48.47%	\$1,424		\$1,424
1029	MARM 2004-3 [4]	Prime 2004	48.47%	\$1,070		\$1,070
1030	MARM 2004-3 [5]	Prime 2004	48.47%	\$889		\$889
1031	MARM 2004-3 [6]	Prime 2004	48.47%	\$1,463		\$1,463
1032	MARM 2004-3 [7]	Prime 2004	48.47%	\$613		\$613
1033	MARM 2004-3 [8]	Prime 2004	48.47%	\$2,490		\$2,490
1034	MARM 2004-4 [1]	ALT-A 2004	58.20%	\$1,169		\$1,169
1035	MARM 2004-4 [2]	ALT-A 2004	58.20%	\$3,645		\$3,645
1036	MARM 2004-4 [3]	ALT-A 2004	58.20%	\$1,657		\$1,657
1037	MARM 2004-4 [4]	ALT-A 2004	58.20%	\$3,222		\$3,222
1038	MARM 2004-4 [5]	ALT-A 2004	58.20%	\$770		\$770
1039	MARM 2004-5 [1]	Prime 2004	11.45%	\$687		\$687
1040	MARM 2004-5 [2]	Prime 2004	11.45%	\$222		\$222
1041	MARM 2004-5 [3]	Prime 2004	11.45%	\$431		\$431
1042	MARM 2004-5 [4]	Prime 2004	11.45%	\$308		\$308
1043	MARM 2004-5 [5]	Prime 2004	11.45%	\$1,203		\$1,203
1044	MARM 2004-5 [6]	Prime 2004	11.45%	\$732		\$732
1045	MARM 2004-5 [7]	Prime 2004	11.45%	\$79		\$79
1046	MARM 2004-5 [8]	Prime 2004	11.45%	\$173		\$173
1047	MARM 2004-5 [9]	Prime 2004	11.45%	\$386		\$386
1048	MARM 2004-6 [1]	Prime 2004	34.37%	\$880		\$880
1049	MARM 2004-6 [2]	Prime 2004	34.37%	\$1,559		\$1,559
1050	MARM 2004-6 [3]	Prime 2004	34.37%	\$894		\$894
1051	MARM 2004-6 [4]	Prime 2004	34.37%	\$5,238		\$5,238
1052	MARM 2004-6 [5]	Prime 2004	34.37%	\$478		\$478
1053	MARM 2004-6 [6]	Prime 2004	34.37%	\$890		\$890
1054	MARM 2004-7 [1]	Prime 2004	36.03%	\$1,430		\$1,430
1055	MARM 2004-7 [2]	Prime 2004	36.03%	\$1,686		\$1,686
1056	MARM 2004-7 [3]	Prime 2004	36.03%	\$6,016		\$6,016
1057	MARM 2004-7 [4]	Prime 2004	36.03%	\$1,393		\$1,393
1058	MARM 2004-7 [5]	Prime 2004	36.03%	\$1,190		\$1,190
1059	MARM 2004-7 [6]	Prime 2004	36.03%	\$11,399		\$11,399
1060	MARM 2004-8 [1]	ALT-A 2004	44.06%	\$2,486		\$2,486
1061	MARM 2004-8 [2]	ALT-A 2004	44.06%	\$2,709		\$2,709
1062	MARM 2004-8 [3]	ALT-A 2004	44.06%	\$1,615		\$1,615
1063	MARM 2004-8 [4]	ALT-A 2004	44.06%	\$3,087		\$3,087
1064	MARM 2004-8 [5]	ALT-A 2004	44.06%	\$3,203		\$3,203
1065	MARM 2004-8 [6]	ALT-A 2004	44.06%	\$607		\$607
1066	MARM 2004-8 [7]	ALT-A 2004	44.06%	\$748		\$748
1067	MARM 2004-8 [8]	ALT-A 2004	44.06%	\$3,477		\$3,477
1068	MARM 2004-9 [1]	Prime 2004	33.16%	\$15,837		\$15,837
1069	MARM 2004-9 [2]	Prime 2004	33.16%	\$13,274		\$13,274
1070	MARM 2005-1 [1]	ALT-A 2005	48.18%	\$3,756		\$3,756
1071	MARM 2005-1 [10]	ALT-A 2005	48.18%	\$8,553		\$8,553

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1072	MARM 2005-1 [2]	ALT-A 2005	48.18%	\$5,291		\$5,291
1073	MARM 2005-1 [3]	ALT-A 2005	48.18%	\$3,222		\$3,222
1074	MARM 2005-1 [4]	ALT-A 2005	48.18%	\$11,999		\$11,999
1075	MARM 2005-1 [5]	ALT-A 2005	48.18%	\$16,692		\$16,692
1076	MARM 2005-1 [6]	ALT-A 2005	48.18%	\$15,782		\$15,782
1077	MARM 2005-1 [7]	ALT-A 2005	48.18%	\$17,503		\$17,503
1078	MARM 2005-1 [8]	ALT-A 2005	48.18%	\$5,041		\$5,041
1079	MARM 2005-1 [9]	ALT-A 2005	48.18%	\$2,320		\$2,320
1080	MARM 2005-2 [1]	ALT-A 2005	30.04%	\$1,830		\$1,830
1081	MARM 2005-2 [2]	ALT-A 2005	30.04%	\$2,520		\$2,520
1082	MARM 2005-2 [3]	ALT-A 2005	30.04%	\$9,183		\$9,183
1083	MARM 2005-2 [4]	ALT-A 2005	30.04%	\$4,802		\$4,802
1084	MARM 2005-2 [5]	ALT-A 2005	30.04%	\$6,642		\$6,642
1085	MARM 2005-2 [6]	ALT-A 2005	30.04%	\$2,361		\$2,361
1086	MARM 2005-2 [7]	ALT-A 2005	30.04%	\$5,275		\$5,275
1087	MARM 2005-3 [1]	ALT-A 2005	50.36%	\$7,307		\$7,307
1088	MARM 2005-3 [2]	ALT-A 2005	50.36%	\$8,161		\$8,161
1089	MARM 2005-3 [3]	ALT-A 2005	50.36%	\$10,993		\$10,993
1090	MARM 2005-3 [4]	ALT-A 2005	50.36%	\$1,256		\$1,256
1091	MARM 2005-3 [5]	ALT-A 2005	50.36%	\$1,269		\$1,269
1092	MARM 2005-6 [1]	Prime 2005	38.40%	\$5,333		\$5,333
1093	MARM 2005-6 [2]	Prime 2005	38.40%	\$1,470		\$1,470
1094	MARM 2005-6 [3]	Prime 2005	38.40%	\$4,277		\$4,277
1095	MARM 2005-6 [4]	Prime 2005	38.40%	\$4,114		\$4,114
1096	MARM 2005-6 [5]	Prime 2005	38.40%	\$10,950		\$10,950
1097	MARM 2005-6 [6]	Prime 2005	38.40%	\$4,857		\$4,857
1098	MARM 2005-6 [7]	Prime 2005	38.40%	\$2,296		\$2,296
1099	MARM 2005-7 [1]	Prime 2005	48.64%	\$10,842		\$10,842
1100	MARM 2005-7 [2]	Prime 2005	48.64%	\$33,133		\$33,133
1101	MARM 2005-7 [3]	Prime 2005	48.64%	\$4,541		\$4,541
1102	MARM 2005-8 [1]	ALT-A 2005	0.65%	\$174		\$174
1103	MARM 2005-8 [2]	ALT-A 2005	0.65%	\$1,028		\$1,028
1104	MARM 2005-8 [3]	ALT-A 2005	0.65%	\$372		\$372
1105	MARM 2006-OA2 [1]	Pay Option ARM 2006	4.19%	\$19,476	FSA - Insurer Exception	\$19,476
1106	MARM 2006-OA2 [2]	Pay Option ARM 2006	4.19%	\$12,618	FSA - Insurer Exception	\$12,618
1107	MARM 2006-OA2 [3]	Pay Option ARM 2006	4.19%	\$3,232		\$3,232
1108	MARM 2006-OA2 [4]	Pay Option ARM 2006	4.19%	\$15,267	FSA - Insurer Exception	\$15,267
1109	MARM 2007-2 [ALL]	ALT-A 2007	0.03%	\$129		\$129
1110	MARP 2005-1 [1]	Subprime 2005	9.26%	\$8,147		\$8,147
1111	MARP 2005-1 [2]	Subprime 2005	9.26%	\$416		\$416
1112	MARP 2005-2 [1]	Subprime 2005	0.89%	\$1,523		\$1,523
1113	MARP 2005-2 [2]	Subprime 2005	0.89%	\$90		\$90
1114	MARP 2006-1 [1]	Subprime 2006	0.12%	\$106		\$106
1115	MARP 2006-1 [2]	Subprime 2006	0.12%	\$3		\$3
1116	MARP 2006-2 [1]	Subprime 2006	4.42%	\$2,856		\$2,856
1117	MARP 2006-2 [2]	Subprime 2006	4.42%	\$91		\$91
1118	MASD 2004-1 [1]	Subprime 2004	100.00%	\$40,441		\$40,441
1119	MASD 2004-2 [ALL]	Subprime 2004	90.46%	\$25,443		\$25,443
1120	MASD 2005-1 [1]	Subprime 2005	9.00%	\$2,143		\$2,143

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1121	MASD 2005-1 [2]	Subprime 2005	9.00%	\$2,124		\$2,124
1122	MASD 2005-2 [1]	Subprime 2005	90.38%	\$15,132		\$15,132
1123	MASD 2005-2 [2]	Subprime 2005	90.38%	\$21,520		\$21,520
1124	MASD 2005-3 [1]	Subprime 2005	92.42%	\$28,366		\$28,366
1125	MASD 2005-3 [2]	Subprime 2005	92.42%	\$32,638		\$32,638
1126	MASD 2006-1 [ALL]	Subprime 2006	94.56%	\$111,702		\$111,702
1127	MASD 2006-2 [ALL]	Subprime 2006	5.00%	\$10,753		\$10,753
1128	MASD 2006-3 [ALL]	Subprime 2006	5.00%	\$9,107		\$9,107
1129	MASD 2007-1 [ALL]	Subprime 2007	100.00%	\$317,230		\$317,230
1130	MASD 2007-2 [ALL]	Subprime 2007	100.00%	\$263,975		\$263,975
1131	MASTR 2002-7 [1]	Prime 2002	5.81%	\$113		\$113
1132	MASTR 2002-7 [2]	Prime 2002	5.81%	\$120		\$120
1133	MASTR 2002-7 [3]	Prime 2002	5.81%	\$21		\$21
1134	MASTR 2002-8 [1]	Prime 2002	2.20%	\$23		\$23
1135	MASTR 2002-8 [2]	Prime 2002	2.20%	\$54		\$54
1136	MASTR 2003-10 [1]	Prime 2003	18.15%	\$84		\$84
1137	MASTR 2003-10 [2]	Prime 2003	18.15%	\$48		\$48
1138	MASTR 2003-10 [3]	Prime 2003	18.15%	\$953		\$953
1139	MASTR 2003-10 [4]	Prime 2003	18.15%	\$340		\$340
1140	MASTR 2003-10 [5]	Prime 2003	18.15%	\$45		\$45
1141	MASTR 2003-10 [6]	Prime 2003	18.15%	\$143		\$143
1142	MASTR 2003-11 [1]	Prime 2003	2.27%	\$26		\$26
1143	MASTR 2003-11 [10]	Prime 2003	2.27%	\$25		\$25
1144	MASTR 2003-11 [2]	Prime 2003	2.27%	\$37		\$37
1145	MASTR 2003-11 [3]	Prime 2003	2.27%	\$12		\$12
1146	MASTR 2003-11 [4]	Prime 2003	2.27%	\$8		\$8
1147	MASTR 2003-11 [5]	Prime 2003	2.27%	\$5		\$5
1148	MASTR 2003-11 [6]	Prime 2003	2.27%	\$56		\$56
1149	MASTR 2003-11 [7]	Prime 2003	2.27%	\$28		\$28
1150	MASTR 2003-11 [8]	Prime 2003	2.27%	\$19		\$19
1151	MASTR 2003-11 [9]	Prime 2003	2.27%	\$46		\$46
1152	MASTR 2003-12 [1]	Prime 2003	7.76%	\$71		\$71
1153	MASTR 2003-12 [2]	Prime 2003	7.76%	\$30		\$30
1154	MASTR 2003-12 [3]	Prime 2003	7.76%	\$214		\$214
1155	MASTR 2003-12 [4]	Prime 2003	7.76%	\$95		\$95
1156	MASTR 2003-12 [5]	Prime 2003	7.76%	\$24		\$24
1157	MASTR 2003-12 [6]	Prime 2003	7.76%	\$92		\$92
1158	MASTR 2003-2 [1]	Prime 2003	14.62%	\$126		\$126
1159	MASTR 2003-2 [2]	Prime 2003	14.62%	\$187		\$187
1160	MASTR 2003-2 [3]	Prime 2003	14.62%	\$230		\$230
1161	MASTR 2003-3 [1]	Prime 2003	14.24%	\$97		\$97
1162	MASTR 2003-3 [2]	Prime 2003	14.24%	\$340		\$340
1163	MASTR 2003-3 [3]	Prime 2003	14.24%	\$259		\$259
1164	MASTR 2003-3 [4]	Prime 2003	14.24%	\$21		\$21
1165	MASTR 2003-3 [5]	Prime 2003	14.24%	\$86		\$86
1166	MASTR 2003-4 [1]	Prime 2003	0.38%	\$2		\$2
1167	MASTR 2003-4 [2]	Prime 2003	0.38%	\$6		\$6
1168	MASTR 2003-4 [3]	Prime 2003	0.38%	\$1		\$1
1169	MASTR 2003-4 [4]	Prime 2003	0.38%	\$3		\$3

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1170	MASTR 2003-4 [5]	Prime 2003	0.38%	\$1		\$1
1171	MASTR 2003-4 [6]	Prime 2003	0.38%	\$9		\$9
1172	MASTR 2003-4 [7]	Prime 2003	0.38%	\$0		\$0
1173	MASTR 2003-4 [8]	Prime 2003	0.38%	\$1		\$1
1174	MASTR 2003-5 [1]	Prime 2003	1.07%	\$21		\$21
1175	MASTR 2003-5 [2]	Prime 2003	1.07%	\$33		\$33
1176	MASTR 2003-5 [3]	Prime 2003	1.07%	\$2		\$2
1177	MASTR 2003-5 [4]	Prime 2003	1.07%	\$32		\$32
1178	MASTR 2003-5 [5]	Prime 2003	1.07%	\$17		\$17
1179	MASTR 2003-6 [1]	Prime 2003	7.84%	\$36		\$36
1180	MASTR 2003-6 [2]	Prime 2003	7.84%	\$33		\$33
1181	MASTR 2003-6 [3]	Prime 2003	7.84%	\$625		\$625
1182	MASTR 2003-6 [4]	Prime 2003	7.84%	\$60		\$60
1183	MASTR 2003-6 [5]	Prime 2003	7.84%	\$128		\$128
1184	MASTR 2003-6 [6]	Prime 2003	7.84%	\$526		\$526
1185	MASTR 2003-6 [7]	Prime 2003	7.84%	\$56		\$56
1186	MASTR 2003-6 [8]	Prime 2003	7.84%	\$135		\$135
1187	MASTR 2003-6 [9]	Prime 2003	7.84%	\$127		\$127
1188	MASTR 2003-7 [1]	Prime 2003	2.84%	\$84		\$84
1189	MASTR 2003-7 [2]	Prime 2003	2.84%	\$64		\$64
1190	MASTR 2003-7 [3]	Prime 2003	2.84%	\$7		\$7
1191	MASTR 2003-7 [4]	Prime 2003	2.84%	\$157		\$157
1192	MASTR 2003-7 [5]	Prime 2003	2.84%	\$4		\$4
1193	MASTR 2003-8 [1]	Prime 2003	3.16%	\$146		\$146
1194	MASTR 2003-8 [2]	Prime 2003	3.16%	\$95		\$95
1195	MASTR 2003-8 [3]	Prime 2003	3.16%	\$132	MBIA - Insurer Exception	\$132
1196	MASTR 2003-8 [4]	Prime 2003	3.16%	\$17		\$17
1197	MASTR 2003-8 [5]	Prime 2003	3.16%	\$15		\$15
1198	MASTR 2003-8 [6]	Prime 2003	3.16%	\$5		\$5
1199	MASTR 2003-8 [7]	Prime 2003	3.16%	\$8		\$8
1200	MASTR 2003-8 [8]	Prime 2003	3.16%	\$52		\$52
1201	MASTR 2003-9 [1]	Prime 2003	26.56%	\$438		\$438
1202	MASTR 2003-9 [2]	Prime 2003	26.56%	\$445		\$445
1203	MASTR 2003-9 [3]	Prime 2003	26.56%	\$39		\$39
1204	MASTR 2003-9 [4]	Prime 2003	26.56%	\$55		\$55
1205	MASTR 2003-9 [5]	Prime 2003	26.56%	\$297		\$297
1206	MASTR 2004-1 [1]	Prime 2004	12.12%	\$144		\$144
1207	MASTR 2004-1 [2]	Prime 2004	12.12%	\$10		\$10
1208	MASTR 2004-1 [3]	Prime 2004	12.12%	\$39		\$39
1209	MASTR 2004-1 [4]	Prime 2004	12.12%	\$24		\$24
1210	MASTR 2004-1 [5]	Prime 2004	12.12%	\$95		\$95
1211	MASTR 2004-10 [1]	Prime 2004	12.11%	\$139		\$139
1212	MASTR 2004-10 [2]	Prime 2004	12.11%	\$222		\$222
1213	MASTR 2004-10 [3]	Prime 2004	12.11%	\$208		\$208
1214	MASTR 2004-10 [4]	Prime 2004	12.11%	\$138		\$138
1215	MASTR 2004-10 [5]	Prime 2004	12.11%	\$166		\$166
1216	MASTR 2004-10 [6]	Prime 2004	12.11%	\$129		\$129
1217	MASTR 2004-11 [1]	Prime 2004	6.07%	\$58		\$58
1218	MASTR 2004-11 [2]	Prime 2004	6.07%	\$124		\$124

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1219	MASTR 2004-11 [3]	Prime 2004	6.07%	\$64		\$64
1220	MASTR 2004-11 [4]	Prime 2004	6.07%	\$181		\$181
1221	MASTR 2004-11 [5]	Prime 2004	6.07%	\$171		\$171
1222	MASTR 2004-3 [1]	Prime 2004	10.46%	\$52		\$52
1223	MASTR 2004-3 [2]	Prime 2004	10.46%	\$42		\$42
1224	MASTR 2004-3 [3]	Prime 2004	10.46%	\$165		\$165
1225	MASTR 2004-3 [4]	Prime 2004	10.46%	\$232		\$232
1226	MASTR 2004-3 [5]	Prime 2004	10.46%	\$49		\$49
1227	MASTR 2004-4 [1]	Prime 2004	2.65%	\$82		\$82
1228	MASTR 2004-4 [2]	Prime 2004	2.65%	\$96		\$96
1229	MASTR 2004-4 [3]	Prime 2004	2.65%	\$26		\$26
1230	MASTR 2004-5 [1]	Prime 2004	2.56%	\$83		\$83
1231	MASTR 2004-5 [2]	Prime 2004	2.56%	\$26		\$26
1232	MASTR 2004-6 [1]	Prime 2004	2.80%	\$38		\$38
1233	MASTR 2004-6 [2]	Prime 2004	2.80%	\$68		\$68
1234	MASTR 2004-6 [3]	Prime 2004	2.80%	\$25		\$25
1235	MASTR 2004-6 [4]	Prime 2004	2.80%	\$37		\$37
1236	MASTR 2004-6 [5]	Prime 2004	2.80%	\$56		\$56
1237	MASTR 2004-6 [6]	Prime 2004	2.80%	\$20		\$20
1238	MASTR 2004-6 [7]	Prime 2004	2.80%	\$51		\$51
1239	MASTR 2004-8 [1]	Prime 2004	0.98%	\$6		\$6
1240	MASTR 2004-8 [2]	Prime 2004	0.98%	\$16		\$16
1241	MASTR 2004-8 [3]	Prime 2004	0.98%	\$3		\$3
1242	MASTR 2004-8 [4]	Prime 2004	0.98%	\$9		\$9
1243	MASTR 2004-9 [1]	Prime 2004	5.95%	\$42		\$42
1244	MASTR 2004-9 [2]	Prime 2004	5.95%	\$261		\$261
1245	MASTR 2004-9 [3]	Prime 2004	5.95%	\$172		\$172
1246	MASTR 2004-9 [4]	Prime 2004	5.95%	\$148		\$148
1247	MASTR 2004-9 [5]	Prime 2004	5.95%	\$51		\$51
1248	MASTR 2004-9 [6]	Prime 2004	5.95%	\$83		\$83
1249	MASTR 2004-9 [7]	Prime 2004	5.95%	\$64		\$64
1250	MASTR 2004-9 [8]	Prime 2004	5.95%	\$113		\$113
1251	MHL 2007-1 [1]	ALT-A 2007	100.00%	\$308,272		\$308,272
1252	MHL 2007-1 [2]	ALT-A 2007	100.00%	\$492,113		\$492,113
1253	MLMI 2003-A2 [1]	Prime 2003	1.79%	\$23		\$23
1254	MLMI 2003-A2 [2]	Prime 2003	1.79%	\$12		\$12
1255	MLMI 2003-A2 [3]	Prime 2003	1.79%	\$24		\$24
1256	MLMI 2003-A2 [4]	Prime 2003	1.79%	\$4		\$4
1257	MLMI 2003-A4 [1]	Prime 2003	17.23%	\$1,259		\$1,259
1258	MLMI 2003-A4 [2]	Prime 2003	17.23%	\$392		\$392
1259	MLMI 2003-A4 [3]	Prime 2003	17.23%	\$235		\$235
1260	MLMI 2003-A4 [4]	Prime 2003	17.23%	\$27		\$27
1261	MLMI 2005-A6 [1]	ALT-A 2005	16.10%	\$14,756		\$14,756
1262	MLMI 2005-A6 [2]	ALT-A 2005	16.10%	\$22,615		\$22,615
1263	MMFT 2007-1A [ALL]	Second Lien 2007	100.00%	\$45,016	FSA	\$0
1264	MSSTR 2004-1 [1]	Prime 2004	3.36%	\$155		\$155
1265	MSSTR 2004-1 [2]	Prime 2004	3.36%	\$521		\$521
1266	MSSTR 2004-1 [3]	Prime 2004	3.36%	\$47		\$47
1267	MSSTR 2004-1 [4]	Prime 2004	3.36%	\$87		\$87

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1268	MSSTR 2005-1 [1]	Prime 2005	3.91%	\$537		\$537
1269	MSSTR 2005-1 [2]	Prime 2005	3.91%	\$279		\$279
1270	MSSTR 2005-1 [3]	Prime 2005	3.91%	\$140		\$140
1271	MSSTR 2005-1 [4]	Prime 2005	3.91%	\$153		\$153
1272	MSSTR 2005-2 [1,2]	Prime 2005	1.37%	\$68		\$68
1273	MSSTR 2005-2 [3]	Prime 2005	1.37%	\$66		\$66
1274	MSSTR 2005-2 [4]	Prime 2005	1.37%	\$24		\$24
1275	MSSTR 2005-2 [5]	Prime 2005	1.37%	\$9		\$9
1276	NAA 2004-AP1 [ALL]	ALT-A 2004	21.49%	\$7,590		\$7,590
1277	NAA 2004-AP2 [ALL]	ALT-A 2004	100.00%	\$43,393		\$43,393
1278	NAA 2004-AR1 [1]	ALT-A 2004	100.00%	\$4,137		\$4,137
1279	NAA 2004-AR1 [2]	ALT-A 2004	100.00%	\$5,912		\$5,912
1280	NAA 2004-AR1 [3]	ALT-A 2004	100.00%	\$6,104		\$6,104
1281	NAA 2004-AR1 [4]	ALT-A 2004	100.00%	\$5,245		\$5,245
1282	NAA 2004-AR1 [5A]	ALT-A 2004	100.00%	\$10,697		\$10,697
1283	NAA 2004-AR1 [5B]	ALT-A 2004	100.00%	\$8,811		\$8,811
1284	NAA 2005-AP1 [1]	ALT-A 2005	96.07%	\$27,056		\$27,056
1285	NAA 2005-AP1 [2]	ALT-A 2005	96.07%	\$45,243		\$45,243
1286	NAA 2005-AP2 [ALL]	ALT-A 2005	100.00%	\$110,344		\$110,344
1287	NAA 2005-AP3 [ALL]	ALT-A 2005	99.55%	\$131,050		\$131,050
1288	NAA 2005-S1 [ALL]	ALT-A 2005	9.00%	\$355		\$355
1289	NAA 2005-S2 [ALL]	CES 2005	100.00%	\$7,843		\$7,843
1290	NAA 2005-S3 [ALL]	CES 2005	100.00%	\$4,309		\$4,309
1291	NAA 2005-S4 [ALL]	CES 2005	0.06%	\$7		\$7
1292	NAA 2006-AR3 [ALL]	ALT-A 2006	86.48%	\$225,958		\$225,958
1293	NAA 2006-AR4 [ALL]	ALT-A 2006	99.94%	\$419,706		\$419,706
1294	NAA 2006-S1 [ALL]	CES 2006	0.30%	\$28		\$28
1295	NAA 2006-S2 [ALL]	CES 2006	5.00%	\$552		\$552
1296	NAA 2007-1 [1]	ALT-A 2007	61.99%	\$391,706	FSA - Insurer Exception	\$391,706
1297	NAA 2007-1 [2]	ALT-A 2007	61.99%	\$371,210	AMBAC - Insurer Exception	\$371,210
1298	NAA 2007-2 [ALL]	ALT-A 2007	99.85%	\$363,374		\$363,374
1299	NAA 2007-S2 [ALL]	CES 2007	33.17%	\$425	Assured Guaranty	\$0
1300	NCHET 2004-A [1]	Subprime 2004	100.00%	\$103,579	FNMA, FGIC	\$103,579
1301	NCHET 2004-A [2]	Subprime 2004	100.00%	\$67,800	FGIC	\$67,800
1302	NCHET 2004-A [3A]	Subprime 2004	100.00%	\$28,819	FGIC	\$28,819
1303	NCHET 2004-A [3B]	Subprime 2004	100.00%	\$38,893	FGIC	\$38,893
1304	NHELI 2007-1 [1]	ALT-A 2007	99.92%	\$342,242		\$342,242
1305	NHELI 2007-1 [2_1]	ALT-A 2007	99.92%	\$87,648		\$87,648
1306	NHELI 2007-1 [2_2]	ALT-A 2007	99.92%	\$397,748		\$397,748
1307	PRIME 2003-3 [ALL]	Prime 2003	3.16%	\$190	MBIA	\$0
1308	PRIME 2004-1 [1]	Prime 2004	1.72%	\$42	Radian	\$0
1309	PRIME 2004-1 [2]	Prime 2004	1.72%	\$49		\$49
1310	PRIME 2004-CL1 [1]	Prime 2004	0.14%	\$48		\$48
1311	PRIME 2004-CL1 [2]	Prime 2004	0.14%	\$9		\$9
1312	PRIME 2004-CL1 [3]	Prime 2004	0.14%	\$14		\$14
1313	PRIME 2004-CL2 [ALL]	Prime 2004	12.24%	\$1,056		\$1,056
1314	PRIME 2005-2 [1]	Subprime 2005	10.66%	\$1,000		\$1,000
1315	PRIME 2005-2 [2]	Subprime 2005	10.66%	\$1,013		\$1,013
1316	PRIME 2005-4 [1]	Prime 2005	0.75%	\$78		\$78

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1317	PRIME 2005-4 [2]	Prime 2005	0.75%	\$121		\$121
1318	PRIME 2005-5 [1]	Subprime 2005	4.94%	\$495		\$495
1319	PRIME 2005-5 [2]	Subprime 2005	4.94%	\$736		\$736
1320	PRIME 2006-1 [ALL]	ALT-A 2006	21.85%	\$13,861		\$13,861
1321	PRIME 2006-CL1 [ALL]	ALT-A 2006	12.79%	\$3,908		\$3,908
1322	RBSGC 2005-A [1]	ALT-A 2005	11.01%	\$549		\$549
1323	RBSGC 2005-A [2]	ALT-A 2005	11.01%	\$2,777		\$2,777
1324	RBSGC 2005-A [3]	ALT-A 2005	11.01%	\$1,666		\$1,666
1325	RBSGC 2005-A [4]	ALT-A 2005	11.01%	\$1,105		\$1,105
1326	RBSGC 2005-A [5]	ALT-A 2005	11.01%	\$1,333		\$1,333
1327	RBSGC 2007-B [1]	ALT-A 2007	0.11%	\$125		\$125
1328	RBSGC 2007-B [2]	ALT-A 2007	0.11%	\$6		\$6
1329	RBSGC 2007-B [3]	ALT-A 2007	0.11%	\$24		\$24
1330	RYMS 1991-15 [ALL]	Prime 1999	10.70%	\$47	GEMICO (Pool Policy)	\$47
1331	RYMS 1991-16 [ALL]	Prime 1999	24.48%	\$62	GEMICO (Pool Policy)	\$62
1332	SACO 2005-GP1 [ALL]	Second Lien 2005	100.00%	\$4,604	Assured Guaranty	\$0
1333	SACO 2005-WM1 [ALL]	CES 2005	41.53%	\$7,742		\$7,742
1334	SACO 2005-WM3 [ALL]	CES 2005	41.53%	\$10,220		\$10,220
1335	SACO 2006-1 [ALL]	Second Lien 2006	16.36%	\$507	XL	\$0
1336	SACO 2006-10 [ALL]	CES 2006	95.14%	\$4,064		\$4,064
1337	SACO 2006-12 [1]	Second Lien 2006	23.99%	\$187		\$187
1338	SACO 2006-12 [2]	Second Lien 2006	23.99%	\$458	CIFG	\$0
1339	SACO 2006-5 [1]	CES 2006	41.41%	\$1,430		\$1,430
1340	SACO 2006-5 [2]	CES 2006	41.41%	\$2,084		\$2,084
1341	SACO 2006-6 [ALL]	CES 2006	26.65%	\$2,181		\$2,181
1342	SACO 2006-7 [ALL]	CES 2006	17.72%	\$479		\$479
1343	SACO 2006-9 [ALL]	CES 2006	73.38%	\$3,445		\$3,445
1344	SACO 2007-1 [1]	CES 2007	73.83%	\$1,254		\$1,254
1345	SACO 2007-1 [2]	CES 2007	73.83%	\$466		\$466
1346	SACO 2007-2 [1]	CES 2007	62.19%	\$1,314		\$1,314
1347	SACO 2007-2 [2]	CES 2007	62.19%	\$192		\$192
1348	SAIL 2005-5 [1]	Subprime 2005	21.85%	\$36,610	CIFG	\$0
1349	SAIL 2005-5 [2]	Subprime 2005	21.85%	\$43,316	CIFG	\$0
1350	SAIL 2005-5 [3]	Subprime 2005	21.85%	\$36,328	CIFG	\$0
1351	SAIL 2005-5 [4]	Subprime 2005	21.85%	\$44,237	CIFG	\$0
1352	SAIL 2005-9 [1]	Subprime 2005	1.32%	\$4,193		\$4,193
1353	SAIL 2005-9 [2]	Subprime 2005	1.32%	\$1,862		\$1,862
1354	SAIL 2005-9 [3]	Subprime 2005	1.32%	\$8,886		\$8,886
1355	SAIL 2006-2 [ALL]	Subprime 2006	0.78%	\$6,258		\$6,258
1356	SAIL 2006-3 [1]	Subprime 2006	2.30%	\$14,164		\$14,164
1357	SAIL 2006-3 [2]	Subprime 2006	2.30%	\$5,745		\$5,745
1358	SAIL 2006-3 [3]	Subprime 2006	2.30%	\$15,825		\$15,825
1359	SAMI 2003-AR1 [1]	Prime 2003	4.06%	\$316		\$316
1360	SAMI 2003-AR1 [2]	Prime 2003	4.06%	\$120		\$120
1361	SAMI 2003-AR1 [3]	Prime 2003	4.06%	\$187		\$187
1362	SAMI 2003-AR1 [4]	Prime 2003	4.06%	\$50		\$50
1363	SAMI 2003-AR1 [5]	Prime 2003	4.06%	\$28		\$28
1364	SAMI 2004-AR6 [1]	ALT-A 2004	4.25%	\$737		\$737
1365	SAMI 2004-AR6 [2]	ALT-A 2004	4.25%	\$301		\$301

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1366	SAMI 2004-AR6 [3]	ALT-A 2004	4.25%	\$146		\$146
1367	SAMI 2005-AR1 [1]	ALT-A 2005	8.56%	\$3,386		\$3,386
1368	SAMI 2005-AR1 [2]	ALT-A 2005	8.56%	\$1,337		\$1,337
1369	SASC 1995-2A [1]	Prime 1999	27.89%	\$680		\$680
1370	SASC 1995-2A [2]	Prime 1999	27.89%	\$292	FGIC	\$292
1371	SASC 2001-8A [1]	Prime 2001	9.00%	\$42		\$42
1372	SASC 2001-8A [2]	Prime 2001	9.00%	\$20		\$20
1373	SASC 2001-8A [3]	Prime 2001	9.00%	\$18		\$18
1374	SASC 2001-8A [4]	Prime 2001	9.00%	\$99		\$99
1375	SASC 2001-9 [1]	Prime 2001	9.00%	\$49	MBIA	\$0
1376	SASC 2001-9 [2]	Prime 2001	9.00%	\$95	MBIA	\$0
1377	SASC 2001-9 [3]	Prime 2001	9.00%	\$78	MBIA	\$0
1378	SASC 2001-9 [4]	Prime 2001	9.00%	\$91	MBIA	\$0
1379	SASC 2001-9 [5]	Prime 2001	9.00%	\$50		\$50
1380	SASC 2001-9 [6]	Prime 2001	9.00%	\$84	MBIA	\$0
1381	SASC 2002-12 [1]	Prime 2002	9.00%	\$260	LEHMAN (Financial Guaranty )/FHLMC (Pool Policy) - Insurer Exception	\$260
1382	SASC 2002-12 [2]	Prime 2002	9.00%	\$5,780	LEHMAN (Financial Guaranty )/FHLMC (Pool Policy) - Insurer Exception	\$5,780
1383	SASC 2002-12 [3]	Prime 2002	9.00%	\$499	LEHMAN (Financial Guaranty )/FHLMC (Pool Policy) - Insurer Exception	\$499
1384	SASC 2002-12 [4]	Prime 2002	9.00%	\$4,907	LEHMAN (Financial Guaranty )/FHLMC (Pool Policy) - Insurer Exception	\$4,907
1385	SASC 2002-4H [1]	Subprime 2002	20.87%	\$955		\$955
1386	SASC 2002-4H [2]	Subprime 2002	20.87%	\$112		\$112
1387	SASC 2002-9 [1]	Prime 2002	16.74%	\$2,485		\$2,485
1388	SASC 2002-9 [2]	Prime 2002	16.74%	\$29		\$29
1389	SASC 2005-RF1 [ALL]	Subprime 2005	5.80%	\$1,698		\$1,698
1390	SASC 2005-RF2 [ALL]	Subprime 2005	19.00%	\$14,080		\$14,080
1391	SASC 2005-RF4 [ALL]	Subprime 2005	14.98%	\$14,838		\$14,838
1392	SASC 2005-RF6 [ALL]	Subprime 2005	13.40%	\$6,434		\$6,434
1393	SASC 2005-S1 [ALL]	CES 2005	14.44%	\$2,317	United Guaranty (Pool Policy)	\$2,317
1394	SASC 2005-S2 [ALL]	CES 2005	22.81%	\$2,575		\$2,575
1395	SASC 2005-S3 [ALL]	CES 2005	68.81%	\$13,506		\$13,506
1396	SASC 2005-S4 [ALL]	CES 2005	23.30%	\$2,398		\$2,398
1397	SASC 2005-S5 [ALL]	CES 2005	37.01%	\$3,644		\$3,644
1398	SASC 2005-S6 [ALL]	CES 2005	100.00%	\$16,116		\$16,116
1399	SASC 2005-S7 [ALL]	CES 2005	86.77%	\$2,237	United Guaranty (Pool Policy)	\$2,237
1400	SASC 2006-BC2 [1]	Subprime 2006	0.90%	\$3,448		\$3,448
1401	SASC 2006-BC2 [2]	Subprime 2006	0.90%	\$3,651		\$3,651
1402	SASC 2006-S1 [ALL]	CES 2006	100.00%	\$5,122		\$5,122
1403	SASC 2007-TC1 [ALL]	Subprime 2007	15.50%	\$9,454		\$9,454
1404	SASC 2008-RF1 [ALL]	Subprime 2008	5.00%	\$1,346		\$1,346
1405	SASI 1993-6 [1]	Prime 1999	4.50%	\$13	GEMICO (Pool Policy)	\$13
1406	SASI 1993-6 [2]	Prime 1999	4.50%	\$5		\$5

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
					GEMICO (Pool Policy)/FSA - Insurer Exception	
1407	SASI 1993-6 [3]	Prime 1999	4.50%	\$40		\$40
1408	SASI 1993-6 [4]	Prime 1999	4.50%	\$4		\$4
1409	SASI 1993-6 [5]	Prime 1999	4.50%	\$2		\$2
1410	SEMT 2004-10 [1]	Prime 2004	7.22%	\$758		\$758
1411	SEMT 2004-10 [2]	Prime 2004	7.22%	\$761		\$761
1412	SEMT 2004-11 [1]	Prime 2004	13.06%	\$1,070		\$1,070
1413	SEMT 2004-11 [2]	Prime 2004	13.06%	\$212		\$212
1414	SEMT 2004-11 [3]	Prime 2004	13.06%	\$421		\$421
1415	SEMT 2004-12 [1]	Prime 2004	14.63%	\$1,903		\$1,903
1416	SEMT 2004-12 [2]	Prime 2004	14.63%	\$1,042		\$1,042
1417	SEMT 2004-12 [3]	Prime 2004	14.63%	\$1,048		\$1,048
1418	SEMT 2004-3 [ALL]	Prime 2004	51.23%	\$9,187		\$9,187
1419	SEMT 2004-4 [ALL]	Prime 2004	2.82%	\$527		\$527
1420	SEMT 2004-5 [1]	Prime 2004	3.64%	\$350		\$350
1421	SEMT 2004-5 [2]	Prime 2004	3.64%	\$165		\$165
1422	SEMT 2004-6 [1]	Prime 2004	0.11%	\$14		\$14
1423	SEMT 2004-6 [2]	Prime 2004	0.11%	\$5		\$5
1424	SEMT 2004-6 [3]	Prime 2004	0.11%	\$6		\$6
1425	SEMT 2004-7 [1]	Prime 2004	0.79%	\$75		\$75
1426	SEMT 2004-7 [2]	Prime 2004	0.79%	\$38		\$38
1427	SEMT 2004-7 [3]	Prime 2004	0.79%	\$38		\$38
1428	SEMT 2004-8 [1]	Prime 2004	5.38%	\$629		\$629
1429	SEMT 2004-8 [2]	Prime 2004	5.38%	\$720		\$720
1430	SEMT 2004-9 [1]	Prime 2004	7.42%	\$1,067		\$1,067
1431	SEMT 2004-9 [2]	Prime 2004	7.42%	\$697		\$697
1432	SEMT 2005-1 [1]	Prime 2005	23.83%	\$1,823		\$1,823
1433	SEMT 2005-1 [2]	Prime 2005	23.83%	\$612		\$612
1434	SEMT 2005-2 [1]	Prime 2005	13.15%	\$846		\$846
1435	SEMT 2005-2 [2]	Prime 2005	13.15%	\$529		\$529
1436	SEMT 2005-3 [ALL]	ALT-A 2005	23.86%	\$3,027		\$3,027
1437	SEMT 2005-4 [1]	Prime 2005	2.35%	\$97		\$97
1438	SEMT 2005-4 [2]	Prime 2005	2.35%	\$109		\$109
1439	SEMT 2007-1 [1]	Prime 2007	25.14%	\$1,815		\$1,815
1440	SEMT 2007-1 [2]	Prime 2007	25.14%	\$15,437		\$15,437
1441	SEMT 2007-1 [3]	Prime 2007	25.14%	\$2,254		\$2,254
1442	SEMT 2007-1 [4]	Prime 2007	25.14%	\$3,792		\$3,792
1443	SEMT 2007-1 [5]	Prime 2007	25.14%	\$6,104		\$6,104
1444	SEMT 2007-2 [1]	Prime 2007	8.47%	\$5,016		\$5,016
1445	SEMT 2007-2 [2A]	Prime 2007	8.47%	\$1,777		\$1,777
1446	SEMT 2007-2 [2B]	Prime 2007	8.47%	\$1,374		\$1,374
1447	SEMT 2007-3 [1]	Prime 2007	27.27%	\$11,696		\$11,696
1448	SEMT 2007-3 [2A]	Prime 2007	27.27%	\$3,749		\$3,749
1449	SEMT 2007-3 [2B]	Prime 2007	27.27%	\$2,240		\$2,240
1450	SEMT 2007-3 [2C]	Prime 2007	27.27%	\$2,126		\$2,126
1451	SEMT 2007-4 [1]	Prime 2007	59.37%	\$6,724		\$6,724
1452	SEMT 2007-4 [2]	Prime 2007	59.37%	\$529		\$529
1453	SEMT 2007-4 [3]	Prime 2007	59.37%	\$7,057		\$7,057
1454	SEMT 2007-4 [4]	Prime 2007	59.37%	\$3,595		\$3,595

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
1455	SEMT 2007-4 [5]	Prime 2007	59.37%	\$2,097		\$2,097
1456	SMART 1993-3A [1]	Prime 1999	9.00%	\$1	GEMICO (Pool Policy)	\$1
1457	SMART 1993-3A [2]	Prime 1999	9.00%	\$0	GEMICO (Pool Policy)	\$0
1458	SMART 1993-3A [3]	Prime 1999	9.00%	\$7	GEMICO (Pool Policy)/FGIC	\$7
1459	SMART 1993-6A [1]	Prime 1999	9.00%	\$1	GEMICO (Pool Policy)	\$1
1460	SMART 1993-6A [2]	Prime 1999	9.00%	\$12	FGIC/GEMICO (Pool Policy)	\$12
1461	SMSC 1992-2 [ALL]	Prime 1999	8.99%	\$35	GEMICO (Pool Policy)/PMI (Pool Policy)	\$35
1462	SMSC 1992-3 [ALL]	Prime 1999	86.27%	\$392	GEMICO (Pool Policy)/PMI (Pool Policy)/FSI (Pool Policy)	\$392
1463	SMSC 1992-4 [ALL]	Prime 1999	89.02%	\$1,078	GEMICO (Pool Policy)/PMI (Pool Policy)/FSI (Pool Policy)	\$1,078
1464	SMSC 1992-6 [ALL]	Prime 1999	95.36%	\$324	GEMICO (Pool Policy)/PMI (Pool Policy)/FSA (Pool Policy)	\$324
1465	SMSC 1994-2 [ALL]	Prime 1999	52.70%	\$185		\$185
1466	Southwest Savings 1988-1 [ALL]	1999	9.00%	\$3		\$3
1467	SVHE 2003-2 [ALL]	Subprime 2003	53.42%	\$8,336		\$8,336
1468	SVHE 2005-A [ALL]	Subprime 2005	45.96%	\$7,511		\$7,511
1469	SVHE 2005-B [ALL]	Subprime 2005	65.47%	\$11,934		\$11,934
1470	TMTS 2005-13SL [1]	Second Lien 2005	100.00%	\$913	FGIC	\$913
1471	TMTS 2005-13SL [2]	Second Lien 2005	100.00%	\$136	FGIC	\$136
1472	TMTS 2005-9HGS [1]	Second Lien 2005	100.00%	\$7,052		\$7,052
1473	TMTS 2005-9HGS [2]	Second Lien 2005	100.00%	\$1,252		\$1,252
1474	TMTS 2006-2HGS [1]	Second Lien 2006	100.00%	\$16,383	FGIC	\$16,383
1475	TMTS 2006-2HGS [2]	Second Lien 2006	100.00%	\$1,805	FGIC	\$1,805
1476	TMTS 2006-HF1 [1]	Second Lien 2006	100.00%	\$4,081		\$4,081
1477	TMTS 2006-HF1 [2]	Second Lien 2006	100.00%	\$683		\$683
1478	TRUMN 2004-1 [ALL]	Subprime 2004	9.00%	\$6,493		\$6,493
1479	TRUMN 2005-1 [1]	Subprime 2005	9.00%	\$5,267		\$5,267
1480	TRUMN 2005-1 [2]	Subprime 2005	9.00%	\$231		\$231
1481	TRUMN 2006-1 [1]	Subprime 2006	5.00%	\$4,845		\$4,845
1482	TRUMN 2006-1 [2]	Subprime 2006	5.00%	\$220		\$220
1483				<b>\$18,842,698</b>		<b>\$18,192,340</b>

**EXHIBIT 1R**

**Except for the RMBS Trust Claims set forth in Schedules 1G, 1R, 2G, 2R, 3G, 3R, 4G and 4R, none of the Claims asserted by the RMBS Trustees on behalf of the RMBS Trusts (other than claims for the payment of certain fees and expenses as set forth in the Plan) will be entitled to a distribution under the Plan.**

**If any Servicing Agreement for an RMBS Trust currently listed on Schedule 4G and/or 4R is assumed by the Effective Date pursuant to a Final Order, that RMBS Trust's servicing damage claim shall become a Recognized Cure Claim and shall be included on Schedule 1G and/or 1R, as applicable, and shall be removed from the Recognized Unsecured Servicing Claims on Schedule 4G and/or 4R, as applicable. In addition, if final due diligence undertaken by the RMBS Trustees prior to the Effective Date reveals that a particular RMBS Trust should be moved between Schedule 1G or 1R, as applicable, and Schedule 4G or 4R, as applicable, such Schedules will be updated based on such final due diligence.**

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
2	BAFC 2005-3 [1]	Prime 2005	16.89%	\$2,774		\$2,774
3	BAFC 2005-3 [2]	Prime 2005	16.89%	\$1,780		\$1,780
4	BAFC 2005-4 [1]	Prime 2005	6.30%	\$283	Assured Guaranty - Insurer Exception	\$283
5	BAFC 2005-4 [2]	Prime 2005	6.30%	\$489	Assured Guaranty - Insurer Exception	\$489
6	BAFC 2005-5 [1]	Prime 2005	16.22%	\$1,288		\$1,288
7	BAFC 2005-5 [2]	Prime 2005	16.22%	\$1,205		\$1,205
8	BAFC 2005-5 [3]	Prime 2005	16.22%	\$612		\$612
9	BAFC 2005-6 [1]	Prime 2005	6.36%	\$994		\$994
10	BAFC 2005-6 [2]	Prime 2005	6.36%	\$1,038		\$1,038
11	BAFC 2005-7 [1]	Prime 2005	2.11%	\$155		\$155
12	BAFC 2005-7 [2]	Prime 2005	2.11%	\$138		\$138
13	BAFC 2005-7 [3]	Prime 2005	2.11%	\$247		\$247
14	BAFC 2005-7 [4]	Prime 2005	2.11%	\$198		\$198
15	BAFC 2005-8 [1]	Prime 2005	9.20%	\$409		\$409
16	BAFC 2005-8 [2]	Prime 2005	9.20%	\$1,315		\$1,315
17	BAFC 2005-8 [3]	Prime 2005	9.20%	\$223		\$223
18	BAFC 2005-8 [4]	Prime 2005	9.20%	\$1,119		\$1,119
19	BAFC 2006-1 [1]	ALT-A 2006	13.02%	\$1,913		\$1,913
20	BAFC 2006-1 [2]	ALT-A 2006	13.02%	\$820		\$820
21	BAFC 2006-1 [3]	ALT-A 2006	13.02%	\$717		\$717
22	BAFC 2006-5 [1]	Prime 2006	5.76%	\$596		\$596
23	BAFC 2006-5 [2]	Prime 2006	5.76%	\$290		\$290
24	BAFC 2006-5 [3]	Prime 2006	5.76%	\$303		\$303
25	BAFC 2006-5 [4]	Prime 2006	5.76%	\$1,001		\$1,001
26	BALTA 2005-4 [I]	ALT-A 2005	0.03%	\$21		\$21
27	BALTA 2005-4 [II1]	ALT-A 2005	0.03%	\$11		\$11
28	BALTA 2005-4 [II2]	ALT-A 2005	0.03%	\$10		\$10
29	BALTA 2005-4 [II3]	ALT-A 2005	0.03%	\$61		\$61
30	BALTA 2005-4 [II4]	ALT-A 2005	0.03%	\$5		\$5
31	BALTA 2005-4 [II5]	ALT-A 2005	0.03%	\$3		\$3
32	BAYV 2004-C [ALL]	Subprime 2004	4.00%	\$2,264		\$2,264
33	BAYV 2004-D [ALL]	Subprime 2004	5.00%	\$3,491		\$3,491
34	BAYV 2005-B [1]	Subprime 2005	3.97%	\$861	FGIC	\$861
35	BAYV 2005-B [2]	Subprime 2005	3.97%	\$1,323		\$1,323
36	CARR 2006-RFC1 [ALL]	Subprime 2006	100.00%	\$381,280		\$381,280
37	CARR 2007-RFC1 [ALL]	Subprime 2007	100.00%	\$486,059		\$486,059
38	DBALT 2005-AR2 [1]	ALT-A 2005	17.87%	\$4,950		\$4,950
39	DBALT 2005-AR2 [2]	ALT-A 2005	17.87%	\$2,428		\$2,428
40	DBALT 2005-AR2 [3]	ALT-A 2005	17.87%	\$2,280		\$2,280
41	DBALT 2005-AR2 [4]	ALT-A 2005	17.87%	\$4,704		\$4,704
42	DBALT 2005-AR2 [5]	ALT-A 2005	17.87%	\$3,462		\$3,462
43	DBALT 2005-AR2 [6]	ALT-A 2005	17.87%	\$1,751		\$1,751
44	DBALT 2005-AR2 [7]	ALT-A 2005	17.87%	\$1,454		\$1,454
45	DBALT 2006-AF1 [ALL]	ALT-A 2006	20.50%	\$82,541		\$82,541
46	DBALT 2006-AR1 [1]	ALT-A 2006	16.55%	\$31,116		\$31,116
47	DBALT 2006-AR1 [2]	ALT-A 2006	16.55%	\$3,542		\$3,542
48	DBALT 2006-AR1 [3]	ALT-A 2006	16.55%	\$10,007		\$10,007
49	DBALT 2006-AR1 [4]	ALT-A 2006	16.55%	\$5,003		\$5,003
50	DBALT 2006-AR1 [5]	ALT-A 2006	16.55%	\$1,943		\$1,943
51	DBALT 2006-AR3 [ALL]	ALT-A 2006	39.85%	\$252,107		\$252,107
52	DBALT 2007-OA1 [ALL]	Pay Option ARM 2007	60.86%	\$21,913		\$21,913
53	DBALT 2007-RMP1 [ALL]	ALT-A 2007	100.00%	\$108,380		\$108,380

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
54	FNR 2002-66 [1]	Subprime 2002	4.50%	\$7,637	FNMA/FNMA (Agency Wrap)	\$0
55	FNR 2002-66 [4]	Subprime 2002	4.50%	\$1,892	FNMA/FNMA (Agency Wrap)	\$0
56	FNR 2002-66 [5]	Subprime 2002	4.50%	\$1,339	FNMA/FNMA (Agency Wrap)	\$0
57	GSR 2005-AR7 [1]	Prime 2005	9.00%	\$773		\$773
58	GSR 2005-AR7 [2]	Prime 2005	9.00%	\$2,938		\$2,938
59	GSR 2005-AR7 [3]	Prime 2005	9.00%	\$697		\$697
60	GSR 2005-AR7 [4]	Prime 2005	9.00%	\$891		\$891
61	GSR 2005-AR7 [5]	Prime 2005	9.00%	\$957		\$957
62	GSR 2005-AR7 [6]	Prime 2005	9.00%	\$5,015		\$5,015
63	GSR 2006-AR2 [1]	Prime 2006	15.60%	\$1,164		\$1,164
64	GSR 2006-AR2 [2]	Prime 2006	15.60%	\$2,861		\$2,861
65	GSR 2006-AR2 [3]	Prime 2006	15.60%	\$5,115		\$5,115
66	GSR 2006-AR2 [4]	Prime 2006	15.60%	\$4,383		\$4,383
67	GSR 2006-AR2 [5]	Prime 2006	15.60%	\$6,599		\$6,599
68	GSR 2007-AR1 [1]	Prime 2007	15.91%	\$2,001		\$2,001
69	GSR 2007-AR1 [2]	Prime 2007	15.91%	\$29,110		\$29,110
70	GSR 2007-AR1 [3]	Prime 2007	15.91%	\$4,317		\$4,317
71	GSR 2007-AR1 [4]	Prime 2007	15.91%	\$1,635		\$1,635
72	GSR 2007-AR1 [5]	Prime 2007	15.91%	\$3,554		\$3,554
73	GSR 2007-AR1 [6]	Prime 2007	15.91%	\$2,403		\$2,403
74	GSR 2007-HEL1 [ALL]	Second Lien 2007	100.00%	\$246	MBIA	\$0
75	HALO 2007-AR2 [I]	ALT-A 2007	0.33%	\$22		\$22
76	HALO 2007-AR2 [II]	ALT-A 2007	0.33%	\$202		\$202
77	HALO 2007-AR2 [III]	ALT-A 2007	0.33%	\$98		\$98
78	HALO 2007-AR2 [IV]	ALT-A 2007	0.33%	\$55		\$55
79	HVMLT 2007-7 [1]	Pay Option ARM 2007	12.77%	\$29,621		\$29,621
80	HVMLT 2007-7 [2]	Pay Option ARM 2007	12.77%	\$50,881		\$50,881
81	LUM 2006-3 [I_1]	ALT-A 2006	28.35%	\$21,320		\$21,320
82	LUM 2006-3 [I_2]	ALT-A 2006	28.35%	\$20,549		\$20,549
83	LUM 2006-3 [II_1]	ALT-A 2006	28.35%	\$6,323		\$6,323
84	LUM 2006-3 [II_2]	ALT-A 2006	28.35%	\$19,660		\$19,660
85	LUM 2006-3 [II_3]	ALT-A 2006	28.35%	\$9,590		\$9,590
86	LUM 2006-5 [ALL]	Pay Option ARM 2006	51.86%	\$121,324		\$121,324
87	LXS 2006-12N [1]	ALT-A 2006	16.77%	\$109,084		\$109,084
88	LXS 2006-12N [2]	ALT-A 2006	16.77%	\$41,066		\$41,066
89	MANA 2007-A2 [1]	ALT-A 2007	3.30%	\$4,406		\$4,406
90	MANA 2007-A2 [2]	ALT-A 2007	3.30%	\$4,482		\$4,482
91	MANA 2007-A2 [3]	ALT-A 2007	3.30%	\$11,359		\$11,359
92	MANA 2007-OAR3 [ALL]	Pay Option ARM 2007	46.88%	\$99,332		\$99,332
93	MARM 2006-OA2 [1]	Pay Option ARM 2006	4.19%	\$19,476	FSA - Insurer Exception	\$19,476
94	MARM 2006-OA2 [2]	Pay Option ARM 2006	4.19%	\$12,618	FSA - Insurer Exception	\$12,618
95	MARM 2006-OA2 [3]	Pay Option ARM 2006	4.19%	\$3,232		\$3,232
96	MARM 2006-OA2 [4]	Pay Option ARM 2006	4.19%	\$15,267	FSA - Insurer Exception	\$15,267
97	MARM 2007-1 [1_1]	ALT-A 2007	3.27%	\$6,302		\$6,302
98	MARM 2007-1 [1_2]	ALT-A 2007	3.27%	\$22,256	FSA - Insurer Exception	\$22,256
99	MARM 2007-1 [2]	ALT-A 2007	3.27%	\$2,780		\$2,780
100	RAAC 2004-RP1 [1]	Subprime 2004	100.00%	\$66,212		\$66,212
101	RAAC 2004-RP1 [2]	Subprime 2004	100.00%	\$58,201		\$58,201
102	RAAC 2004-SP1 [1]	ALT-A 2004	100.00%	\$16,034		\$16,034
103	RAAC 2004-SP1 [2]	ALT-A 2004	100.00%	\$8,484		\$8,484
104	RAAC 2004-SP2 [1]	Prime 2004	100.00%	\$1,864		\$1,864
105	RAAC 2004-SP2 [2]	Prime 2004	100.00%	\$5,647		\$5,647

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
106	RAAC 2004-SP3 [1]	ALT-A 2004	100.00%	\$11,773		\$11,773
107	RAAC 2004-SP3 [2]	ALT-A 2004	100.00%	\$13,664		\$13,664
108	RAAC 2005-RP1 [ALL]	Subprime 2005	100.00%	\$192,794		\$192,794
109	RAAC 2005-RP2 [ALL]	Subprime 2005	100.00%	\$210,655		\$210,655
110	RAAC 2005-RP3 [ALL]	Subprime 2005	100.00%	\$270,322		\$270,322
111	RAAC 2005-SP1 [1]	Prime 2005	100.00%	\$4,397		\$4,397
112	RAAC 2005-SP1 [2]	Prime 2005	100.00%	\$7,326		\$7,326
113	RAAC 2005-SP1 [3]	Prime 2005	100.00%	\$3,955		\$3,955
114	RAAC 2005-SP1 [4]	Prime 2005	100.00%	\$2,845		\$2,845
115	RAAC 2005-SP2 [1]	ALT-A 2005	100.00%	\$44,709		\$44,709
116	RAAC 2005-SP2 [2]	ALT-A 2005	100.00%	\$74,602		\$74,602
117	RAAC 2005-SP3 [ALL]	Subprime 2005	100.00%	\$94,163		\$94,163
118	RAAC 2006-RP1 [ALL]	Subprime 2006	100.00%	\$241,626		\$241,626
119	RAAC 2006-RP2 [ALL]	Subprime 2006	100.00%	\$400,528		\$400,528
120	RAAC 2006-RP3 [ALL]	Subprime 2006	100.00%	\$367,186		\$367,186
121	RAAC 2006-RP4 [ALL]	Subprime 2006	100.00%	\$330,058		\$330,058
122	RAAC 2006-SP1 [ALL]	Subprime 2006	100.00%	\$164,278		\$164,278
123	RAAC 2006-SP2 [ALL]	Subprime 2006	100.00%	\$159,480		\$159,480
124	RAAC 2006-SP3 [ALL]	Subprime 2006	100.00%	\$114,173		\$114,173
125	RAAC 2006-SP4 [ALL]	Subprime 2006	100.00%	\$102,418		\$102,418
126	RAAC 2007-RP1 [ALL]	Subprime 2007	100.00%	\$262,736		\$262,736
127	RAAC 2007-RP2 [ALL]	Subprime 2007	100.00%	\$233,750		\$233,750
128	RAAC 2007-RP3 [ALL]	Subprime 2007	100.00%	\$269,973		\$269,973
129	RAAC 2007-RP4 [ALL]	Subprime 2007	100.00%	\$202,666		\$202,666
130	RAAC 2007-SP1 [ALL]	Subprime 2007	100.00%	\$117,081		\$117,081
131	RAAC 2007-SP2 [ALL]	Subprime 2007	100.00%	\$181,108		\$181,108
132	RAAC 2007-SP3 [ALL]	Subprime 2007	100.00%	\$177,877		\$177,877
133	RALI 1999-QS4 [ALL]	ALT-A 1999	100.00%	\$1,783		\$1,783
134	RALI 2001-QS13 [ALL]	ALT-A 2001	100.00%	\$2,169		\$2,169
135	RALI 2001-QS16 [ALL]	ALT-A 2001	100.00%	\$6,106		\$6,106
136	RALI 2001-QS17 [ALL]	ALT-A 2001	100.00%	\$7,896	MBIA - Insurer Exception	\$7,896
137	RALI 2001-QS18 [ALL]	ALT-A 2001	100.00%	\$10,637		\$10,637
138	RALI 2001-QS19 [ALL]	ALT-A 2001	100.00%	\$3,001		\$3,001
139	RALI 2002-QS1 [ALL]	ALT-A 2002	100.00%	\$8,132		\$8,132
140	RALI 2002-QS10 [ALL]	ALT-A 2002	100.00%	\$5,289		\$5,289
141	RALI 2002-QS11 [ALL]	ALT-A 2002	100.00%	\$10,139		\$10,139
142	RALI 2002-QS12 [ALL]	ALT-A 2002	100.00%	\$16,063		\$16,063
143	RALI 2002-QS13 [ALL]	ALT-A 2002	100.00%	\$2,893		\$2,893
144	RALI 2002-QS14 [ALL]	ALT-A 2002	100.00%	\$7,392		\$7,392
145	RALI 2002-QS15 [1]	ALT-A 2002	100.00%	\$7,374		\$7,374
146	RALI 2002-QS15 [2]	ALT-A 2002	100.00%	\$7,357	MBIA - Insurer Exception	\$7,357
147	RALI 2002-QS16 [ALL]	ALT-A 2002	100.00%	\$2,623		\$2,623
148	RALI 2002-QS17 [1]	ALT-A 2002	100.00%	\$10,153		\$10,153
149	RALI 2002-QS17 [2]	ALT-A 2002	100.00%	\$10,351		\$10,351
150	RALI 2002-QS18 [ALL]	ALT-A 2002	100.00%	\$3,407		\$3,407
151	RALI 2002-QS19 [ALL]	ALT-A 2002	100.00%	\$32,407		\$32,407
152	RALI 2002-QS2 [ALL]	ALT-A 2002	100.00%	\$6,815		\$6,815
153	RALI 2002-QS3 [ALL]	ALT-A 2002	100.00%	\$16,574		\$16,574
154	RALI 2002-QS4 [ALL]	ALT-A 2002	100.00%	\$1,744		\$1,744
155	RALI 2002-QS5 [ALL]	ALT-A 2002	100.00%	\$16,803		\$16,803
156	RALI 2002-QS6 [ALL]	ALT-A 2002	100.00%	\$17,340		\$17,340
157	RALI 2002-QS7 [ALL]	ALT-A 2002	100.00%	\$8,104		\$8,104

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
158	RALI 2002-QS8 [ALL]	ALT-A 2002	100.00%	\$1,514		\$1,514
159	RALI 2002-QS9 [ALL]	ALT-A 2002	100.00%	\$9,576		\$9,576
160	RALI 2003-QA1 [1]	ALT-A 2003	100.00%	\$5,806		\$5,806
161	RALI 2003-QA1 [2]	ALT-A 2003	100.00%	\$4,349		\$4,349
162	RALI 2003-QS1 [ALL]	ALT-A 2003	100.00%	\$28,292	MBIA - Insurer Exception	\$28,292
163	RALI 2003-QS10 [ALL]	ALT-A 2003	100.00%	\$27,517		\$27,517
164	RALI 2003-QS11 [ALL]	ALT-A 2003	100.00%	\$39,988		\$39,988
165	RALI 2003-QS12 [ALL]	ALT-A 2003	100.00%	\$4,354		\$4,354
166	RALI 2003-QS13 [ALL]	ALT-A 2003	100.00%	\$35,309		\$35,309
167	RALI 2003-QS14 [ALL]	ALT-A 2003	100.00%	\$3,581		\$3,581
168	RALI 2003-QS15 [ALL]	ALT-A 2003	100.00%	\$33,204		\$33,204
169	RALI 2003-QS16 [ALL]	ALT-A 2003	100.00%	\$5,430		\$5,430
170	RALI 2003-QS17 [1]	ALT-A 2003	100.00%	\$6,625		\$6,625
171	RALI 2003-QS17 [2]	ALT-A 2003	100.00%	\$23,900		\$23,900
172	RALI 2003-QS17 [3]	ALT-A 2003	100.00%	\$8,825		\$8,825
173	RALI 2003-QS18 [ALL]	ALT-A 2003	100.00%	\$2,835		\$2,835
174	RALI 2003-QS19 [1]	ALT-A 2003	100.00%	\$9,550		\$9,550
175	RALI 2003-QS19 [2]	ALT-A 2003	100.00%	\$11,535		\$11,535
176	RALI 2003-QS19 [3]	ALT-A 2003	100.00%	\$7,613		\$7,613
177	RALI 2003-QS2 [ALL]	ALT-A 2003	100.00%	\$18,871		\$18,871
178	RALI 2003-QS20 [1]	ALT-A 2003	100.00%	\$1,062		\$1,062
179	RALI 2003-QS20 [2]	ALT-A 2003	100.00%	\$3,872		\$3,872
180	RALI 2003-QS21 [ALL]	ALT-A 2003	100.00%	\$24,377		\$24,377
181	RALI 2003-QS22 [ALL]	ALT-A 2003	100.00%	\$14,750		\$14,750
182	RALI 2003-QS23 [ALL]	ALT-A 2003	100.00%	\$3,126		\$3,126
183	RALI 2003-QS3 [ALL]	ALT-A 2003	100.00%	\$2,719		\$2,719
184	RALI 2003-QS4 [ALL]	ALT-A 2003	100.00%	\$18,966		\$18,966
185	RALI 2003-QS5 [ALL]	ALT-A 2003	100.00%	\$7,425		\$7,425
186	RALI 2003-QS6 [ALL]	ALT-A 2003	100.00%	\$15,513		\$15,513
187	RALI 2003-QS7 [ALL]	ALT-A 2003	100.00%	\$14,260		\$14,260
188	RALI 2003-QS8 [ALL]	ALT-A 2003	100.00%	\$17,327	MBIA - Insurer Exception	\$17,327
189	RALI 2003-QS9 [ALL]	ALT-A 2003	100.00%	\$3,162		\$3,162
190	RALI 2004-QA1 [1]	ALT-A 2004	100.00%	\$10,358		\$10,358
191	RALI 2004-QA1 [2]	ALT-A 2004	100.00%	\$4,489		\$4,489
192	RALI 2004-QA2 [1]	ALT-A 2004	100.00%	\$27,879		\$27,879
193	RALI 2004-QA2 [2]	ALT-A 2004	100.00%	\$12,328		\$12,328
194	RALI 2004-QA3 [CB-I]	ALT-A 2004	100.00%	\$6,229		\$6,229
195	RALI 2004-QA3 [CB-II]	ALT-A 2004	100.00%	\$6,974		\$6,974
196	RALI 2004-QA3 [NB-I]	ALT-A 2004	100.00%	\$3,437		\$3,437
197	RALI 2004-QA3 [NB-II]	ALT-A 2004	100.00%	\$5,492		\$5,492
198	RALI 2004-QA4 [CBI]	ALT-A 2004	100.00%	\$8,808		\$8,808
199	RALI 2004-QA4 [NBI]	ALT-A 2004	100.00%	\$3,115		\$3,115
200	RALI 2004-QA4 [NBII]	ALT-A 2004	100.00%	\$10,857		\$10,857
201	RALI 2004-QA4 [NBIII]	ALT-A 2004	100.00%	\$1,154		\$1,154
202	RALI 2004-QA5 [1]	ALT-A 2004	100.00%	\$5,118		\$5,118
203	RALI 2004-QA5 [2]	ALT-A 2004	100.00%	\$4,021		\$4,021
204	RALI 2004-QA5 [3]	ALT-A 2004	100.00%	\$20,563		\$20,563
205	RALI 2004-QA6 [1]	ALT-A 2004	100.00%	\$16,137		\$16,137
206	RALI 2004-QA6 [2]	ALT-A 2004	100.00%	\$13,127		\$13,127
207	RALI 2004-QA6 [3]	ALT-A 2004	100.00%	\$34,009		\$34,009
208	RALI 2004-QA6 [4]	ALT-A 2004	100.00%	\$17,204		\$17,204
209	RALI 2004-QA6 [5]	ALT-A 2004	100.00%	\$14,246		\$14,246

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
210	RALI 2004-QA6 [6]	ALT-A 2004	100.00%	\$10,610		\$10,610
211	RALI 2004-QS1 [ALL]	ALT-A 2004	100.00%	\$23,328		\$23,328
212	RALI 2004-QS10 [ALL]	ALT-A 2004	100.00%	\$16,970		\$16,970
213	RALI 2004-QS11 [ALL]	ALT-A 2004	100.00%	\$12,476		\$12,476
214	RALI 2004-QS12 [ALL]	ALT-A 2004	100.00%	\$29,832		\$29,832
215	RALI 2004-QS13 [CB]	ALT-A 2004	100.00%	\$2,669		\$2,669
216	RALI 2004-QS13 [NB]	ALT-A 2004	100.00%	\$400		\$400
217	RALI 2004-QS14 [ALL]	ALT-A 2004	100.00%	\$16,988		\$16,988
218	RALI 2004-QS15 [ALL]	ALT-A 2004	100.00%	\$17,451		\$17,451
219	RALI 2004-QS16 [1]	ALT-A 2004	100.00%	\$35,338		\$35,338
220	RALI 2004-QS16 [2]	ALT-A 2004	100.00%	\$8,533		\$8,533
221	RALI 2004-QS2 [AI]	ALT-A 2004	100.00%	\$5,278		\$5,278
222	RALI 2004-QS2 [CB]	ALT-A 2004	100.00%	\$19,236		\$19,236
223	RALI 2004-QS3 [CB]	ALT-A 2004	100.00%	\$3,580		\$3,580
224	RALI 2004-QS3 [I]	ALT-A 2004	100.00%	\$371		\$371
225	RALI 2004-QS3 [II]	ALT-A 2004	100.00%	\$788		\$788
226	RALI 2004-QS4 [ALL]	ALT-A 2004	100.00%	\$19,788		\$19,788
227	RALI 2004-QS5 [ALL]	ALT-A 2004	100.00%	\$21,361		\$21,361
228	RALI 2004-QS6 [ALL]	ALT-A 2004	100.00%	\$4,169		\$4,169
229	RALI 2004-QS7 [ALL]	ALT-A 2004	100.00%	\$39,694		\$39,694
230	RALI 2004-QS8 [ALL]	ALT-A 2004	100.00%	\$19,228		\$19,228
231	RALI 2004-QS9 [ALL]	ALT-A 2004	100.00%	\$4,278		\$4,278
232	RALI 2005-QA1 [ALL]	ALT-A 2005	100.00%	\$43,592		\$43,592
233	RALI 2005-QA10 [1]	ALT-A 2005	100.00%	\$9,131		\$9,131
234	RALI 2005-QA10 [2]	ALT-A 2005	100.00%	\$36,948		\$36,948
235	RALI 2005-QA10 [3]	ALT-A 2005	100.00%	\$96,766		\$96,766
236	RALI 2005-QA10 [4]	ALT-A 2005	100.00%	\$34,063		\$34,063
237	RALI 2005-QA11 [1]	ALT-A 2005	100.00%	\$6,096		\$6,096
238	RALI 2005-QA11 [2]	ALT-A 2005	100.00%	\$19,937		\$19,937
239	RALI 2005-QA11 [3]	ALT-A 2005	100.00%	\$14,553		\$14,553
240	RALI 2005-QA11 [4]	ALT-A 2005	100.00%	\$50,497		\$50,497
241	RALI 2005-QA11 [5]	ALT-A 2005	100.00%	\$27,061		\$27,061
242	RALI 2005-QA11 [6]	ALT-A 2005	100.00%	\$11,101		\$11,101
243	RALI 2005-QA12 [1]	ALT-A 2005	100.00%	\$20,937		\$20,937
244	RALI 2005-QA12 [2]	ALT-A 2005	100.00%	\$13,824		\$13,824
245	RALI 2005-QA12 [3]	ALT-A 2005	100.00%	\$17,874		\$17,874
246	RALI 2005-QA12 [4]	ALT-A 2005	100.00%	\$11,549		\$11,549
247	RALI 2005-QA12 [5]	ALT-A 2005	100.00%	\$12,063		\$12,063
248	RALI 2005-QA13 [1]	ALT-A 2005	100.00%	\$31,703		\$31,703
249	RALI 2005-QA13 [2]	ALT-A 2005	100.00%	\$129,778		\$129,778
250	RALI 2005-QA13 [3]	ALT-A 2005	100.00%	\$15,828		\$15,828
251	RALI 2005-QA2 [A1]	ALT-A 2005	100.00%	\$6,990		\$6,990
252	RALI 2005-QA2 [A11]	ALT-A 2005	100.00%	\$8,623		\$8,623
253	RALI 2005-QA2 [CB1]	ALT-A 2005	100.00%	\$16,301		\$16,301
254	RALI 2005-QA2 [CB11]	ALT-A 2005	100.00%	\$24,576		\$24,576
255	RALI 2005-QA2 [NB1]	ALT-A 2005	100.00%	\$10,163		\$10,163
256	RALI 2005-QA2 [NB11]	ALT-A 2005	100.00%	\$12,923		\$12,923
257	RALI 2005-QA3 [1]	ALT-A 2005	100.00%	\$24,160		\$24,160
258	RALI 2005-QA3 [2]	ALT-A 2005	100.00%	\$16,421		\$16,421
259	RALI 2005-QA3 [3]	ALT-A 2005	100.00%	\$21,287		\$21,287
260	RALI 2005-QA3 [4]	ALT-A 2005	100.00%	\$10,296		\$10,296
261	RALI 2005-QA3 [5]	ALT-A 2005	100.00%	\$2,918		\$2,918

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
262	RALI 2005-QA3 [6]	ALT-A 2005	100.00%	\$1,592		\$1,592
263	RALI 2005-QA3 [7]	ALT-A 2005	100.00%	\$8,708		\$8,708
264	RALI 2005-QA3 [8]	ALT-A 2005	100.00%	\$4,827		\$4,827
265	RALI 2005-QA4 [1]	ALT-A 2005	100.00%	\$21,833		\$21,833
266	RALI 2005-QA4 [2]	ALT-A 2005	100.00%	\$15,325		\$15,325
267	RALI 2005-QA4 [3]	ALT-A 2005	100.00%	\$28,590		\$28,590
268	RALI 2005-QA4 [4]	ALT-A 2005	100.00%	\$16,821		\$16,821
269	RALI 2005-QA4 [5]	ALT-A 2005	100.00%	\$4,141		\$4,141
270	RALI 2005-QA5 [1]	ALT-A 2005	100.00%	\$9,356		\$9,356
271	RALI 2005-QA5 [2]	ALT-A 2005	100.00%	\$9,215		\$9,215
272	RALI 2005-QA6 [1]	ALT-A 2005	100.00%	\$34,104		\$34,104
273	RALI 2005-QA6 [2]	ALT-A 2005	100.00%	\$22,751		\$22,751
274	RALI 2005-QA6 [3]	ALT-A 2005	100.00%	\$27,780		\$27,780
275	RALI 2005-QA6 [4]	ALT-A 2005	100.00%	\$17,793		\$17,793
276	RALI 2005-QA6 [5]	ALT-A 2005	100.00%	\$6,633		\$6,633
277	RALI 2005-QA7 [1]	ALT-A 2005	100.00%	\$21,674		\$21,674
278	RALI 2005-QA7 [2]	ALT-A 2005	100.00%	\$78,003		\$78,003
279	RALI 2005-QA8 [1]	ALT-A 2005	100.00%	\$22,158		\$22,158
280	RALI 2005-QA8 [2]	ALT-A 2005	100.00%	\$11,968		\$11,968
281	RALI 2005-QA8 [3]	ALT-A 2005	100.00%	\$35,280		\$35,280
282	RALI 2005-QA8 [4]	ALT-A 2005	100.00%	\$15,068		\$15,068
283	RALI 2005-QA8 [5]	ALT-A 2005	100.00%	\$10,265		\$10,265
284	RALI 2005-QA8 [6]	ALT-A 2005	100.00%	\$7,436		\$7,436
285	RALI 2005-QA9 [1]	ALT-A 2005	100.00%	\$25,292		\$25,292
286	RALI 2005-QA9 [2]	ALT-A 2005	100.00%	\$13,112		\$13,112
287	RALI 2005-QA9 [3]	ALT-A 2005	100.00%	\$82,642		\$82,642
288	RALI 2005-QA9 [4]	ALT-A 2005	100.00%	\$44,975		\$44,975
289	RALI 2005-QO1 [ALL]	Pay Option Arm 2005	100.00%	\$193,342		\$193,342
290	RALI 2005-QO2 [ALL]	Pay Option Arm 2005	100.00%	\$119,789		\$119,789
291	RALI 2005-QO3 [ALL]	Pay Option Arm 2005	100.00%	\$155,541		\$155,541
292	RALI 2005-QO4 [1]	Pay Option Arm 2005	100.00%	\$83,475		\$83,475
293	RALI 2005-QO4 [2]	Pay Option Arm 2005	100.00%	\$168,946		\$168,946
294	RALI 2005-QO5 [ALL]	Pay Option Arm 2005	100.00%	\$472,405		\$472,405
295	RALI 2005-QS1 [ALL]	ALT-A 2005	100.00%	\$22,600		\$22,600
296	RALI 2005-QS10 [1]	ALT-A 2005	100.00%	\$8,649		\$8,649
297	RALI 2005-QS10 [2]	ALT-A 2005	100.00%	\$11,207		\$11,207
298	RALI 2005-QS10 [3]	ALT-A 2005	100.00%	\$19,846		\$19,846
299	RALI 2005-QS11 [ALL]	ALT-A 2005	100.00%	\$34,446		\$34,446
300	RALI 2005-QS12 [ALL]	ALT-A 2005	100.00%	\$82,337		\$82,337
301	RALI 2005-QS13 [1]	ALT-A 2005	100.00%	\$56,223		\$56,223
302	RALI 2005-QS13 [2]	ALT-A 2005	100.00%	\$56,473		\$56,473
303	RALI 2005-QS14 [1]	ALT-A 2005	100.00%	\$22,301		\$22,301
304	RALI 2005-QS14 [2]	ALT-A 2005	100.00%	\$21,049		\$21,049
305	RALI 2005-QS14 [3]	ALT-A 2005	100.00%	\$61,534		\$61,534
306	RALI 2005-QS15 [1]	ALT-A 2005	100.00%	\$19,833		\$19,833
307	RALI 2005-QS15 [2]	ALT-A 2005	100.00%	\$10,059		\$10,059
308	RALI 2005-QS15 [3]	ALT-A 2005	100.00%	\$62,949		\$62,949
309	RALI 2005-QS16 [ALL]	ALT-A 2005	100.00%	\$92,752		\$92,752
310	RALI 2005-QS17 [ALL]	ALT-A 2005	100.00%	\$136,757		\$136,757
311	RALI 2005-QS2 [ALL]	ALT-A 2005	100.00%	\$25,609		\$25,609
312	RALI 2005-QS3 [2]	ALT-A 2005	100.00%	\$12,405		\$12,405
313	RALI 2005-QS3 [I-1]	ALT-A 2005	100.00%	\$13,973		\$13,973

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
314	RALI 2005-QS3 [1-2]	ALT-A 2005	100.00%	\$30,359		\$30,359
315	RALI 2005-QS4 [ALL]	ALT-A 2005	100.00%	\$25,653		\$25,653
316	RALI 2005-QS5 [ALL]	ALT-A 2005	100.00%	\$32,517	Radian - Insurer Exception	\$32,517
317	RALI 2005-QS6 [ALL]	ALT-A 2005	100.00%	\$40,702		\$40,702
318	RALI 2005-QS7 [1]	ALT-A 2005	100.00%	\$36,999		\$36,999
319	RALI 2005-QS7 [2]	ALT-A 2005	100.00%	\$14,780		\$14,780
320	RALI 2005-QS8 [ALL]	ALT-A 2005	100.00%	\$6,138		\$6,138
321	RALI 2005-QS9 [ALL]	ALT-A 2005	100.00%	\$69,234		\$69,234
322	RALI 2006-QA1 [1]	ALT-A 2006	100.00%	\$38,439		\$38,439
323	RALI 2006-QA1 [2]	ALT-A 2006	100.00%	\$128,222		\$128,222
324	RALI 2006-QA1 [3]	ALT-A 2006	100.00%	\$37,117		\$37,117
325	RALI 2006-QA10 [ALL]	ALT-A 2006	100.00%	\$213,497		\$213,497
326	RALI 2006-QA11 [ALL]	ALT-A 2006	100.00%	\$219,445		\$219,445
327	RALI 2006-QA2 [1]	ALT-A 2006	100.00%	\$119,846		\$119,846
328	RALI 2006-QA2 [2]	ALT-A 2006	100.00%	\$19,267		\$19,267
329	RALI 2006-QA2 [3]	ALT-A 2006	100.00%	\$13,577		\$13,577
330	RALI 2006-QA3 [ALL]	ALT-A 2006	100.00%	\$151,537		\$151,537
331	RALI 2006-QA4 [ALL]	ALT-A 2006	100.00%	\$128,643		\$128,643
332	RALI 2006-QA5 [1]	ALT-A 2006	100.00%	\$271,765		\$271,765
333	RALI 2006-QA5 [2]	ALT-A 2006	100.00%	\$39,739		\$39,739
334	RALI 2006-QA6 [ALL]	ALT-A 2006	100.00%	\$285,002		\$285,002
335	RALI 2006-QA7 [1]	ALT-A 2006	100.00%	\$114,548		\$114,548
336	RALI 2006-QA7 [2]	ALT-A 2006	100.00%	\$170,194		\$170,194
337	RALI 2006-QA8 [ALL]	ALT-A 2006	100.00%	\$404,780		\$404,780
338	RALI 2006-QA9 [ALL]	ALT-A 2006	100.00%	\$151,099		\$151,099
339	RALI 2006-QS1 [ALL]	ALT-A 2006	100.00%	\$76,541		\$76,541
340	RALI 2006-QS10 [ALL]	ALT-A 2006	100.00%	\$168,855		\$168,855
341	RALI 2006-QS11 [1]	ALT-A 2006	100.00%	\$237,388		\$237,388
342	RALI 2006-QS11 [2]	ALT-A 2006	100.00%	\$12,491		\$12,491
343	RALI 2006-QS12 [I]	ALT-A 2006	100.00%	\$50,914		\$50,914
344	RALI 2006-QS12 [II]	ALT-A 2006	100.00%	\$148,990		\$148,990
345	RALI 2006-QS13 [1]	ALT-A 2006	100.00%	\$154,580		\$154,580
346	RALI 2006-QS13 [2]	ALT-A 2006	100.00%	\$29,951		\$29,951
347	RALI 2006-QS14 [ALL]	ALT-A 2006	100.00%	\$267,022		\$267,022
348	RALI 2006-QS15 [ALL]	ALT-A 2006	100.00%	\$190,161		\$190,161
349	RALI 2006-QS16 [ALL]	ALT-A 2006	100.00%	\$281,588		\$281,588
350	RALI 2006-QS17 [ALL]	ALT-A 2006	100.00%	\$209,496		\$209,496
351	RALI 2006-QS18 [1]	ALT-A 2006	100.00%	\$135,584		\$135,584
352	RALI 2006-QS18 [2]	ALT-A 2006	100.00%	\$315,887		\$315,887
353	RALI 2006-QS18 [3]	ALT-A 2006	100.00%	\$43,658		\$43,658
354	RALI 2006-QS2 [1]	ALT-A 2006	100.00%	\$176,636		\$176,636
355	RALI 2006-QS2 [2]	ALT-A 2006	100.00%	\$27,260		\$27,260
356	RALI 2006-QS2 [3]	ALT-A 2006	100.00%	\$3,688		\$3,688
357	RALI 2006-QS3 [1]	ALT-A 2006	100.00%	\$137,279		\$137,279
358	RALI 2006-QS3 [2]	ALT-A 2006	100.00%	\$173,913		\$173,913
359	RALI 2006-QS4 [ALL]	ALT-A 2006	100.00%	\$222,152		\$222,152
360	RALI 2006-QS5 [ALL]	ALT-A 2006	100.00%	\$217,043		\$217,043
361	RALI 2006-QS6 [1]	ALT-A 2006	100.00%	\$235,160		\$235,160
362	RALI 2006-QS6 [2]	ALT-A 2006	100.00%	\$33,344		\$33,344
363	RALI 2006-QS7 [ALL]	ALT-A 2006	100.00%	\$196,305		\$196,305
364	RALI 2006-QS8 [ALL]	ALT-A 2006	100.00%	\$372,918		\$372,918
365	RALI 2006-QS9 [1]	ALT-A 2006	100.00%	\$151,279		\$151,279

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
366	RALI 2006-QS9 [2]	ALT-A 2006	100.00%	\$38,467		\$38,467
367	RALI 2007-QA1 [ALL]	ALT-A 2007	100.00%	\$207,519		\$207,519
368	RALI 2007-QA2 [ALL]	ALT-A 2007	100.00%	\$192,958		\$192,958
369	RALI 2007-QA3 [ALL]	ALT-A 2007	100.00%	\$515,233		\$515,233
370	RALI 2007-QA4 [ALL]	ALT-A 2007	100.00%	\$157,807		\$157,807
371	RALI 2007-QA5 [1]	ALT-A 2007	100.00%	\$137,228		\$137,228
372	RALI 2007-QA5 [2]	ALT-A 2007	100.00%	\$92,764		\$92,764
373	RALI 2007-QA5 [3]	ALT-A 2007	100.00%	\$28,811		\$28,811
374	RALI 2007-QS1 [1]	ALT-A 2007	100.00%	\$152,559		\$152,559
375	RALI 2007-QS1 [2]	ALT-A 2007	100.00%	\$307,683		\$307,683
376	RALI 2007-QS10 [ALL]	ALT-A 2007	100.00%	\$179,151		\$179,151
377	RALI 2007-QS11 [ALL]	ALT-A 2007	100.00%	\$118,228		\$118,228
378	RALI 2007-QS2 [ALL]	ALT-A 2007	100.00%	\$222,228		\$222,228
379	RALI 2007-QS3 [ALL]	ALT-A 2007	100.00%	\$443,283		\$443,283
380	RALI 2007-QS4 [I]	ALT-A 2007	100.00%	\$20,993		\$20,993
381	RALI 2007-QS4 [II]	ALT-A 2007	100.00%	\$82,613		\$82,613
382	RALI 2007-QS4 [III]	ALT-A 2007	100.00%	\$125,515		\$125,515
383	RALI 2007-QS4 [IV]	ALT-A 2007	100.00%	\$22,193		\$22,193
384	RALI 2007-QS4 [V]	ALT-A 2007	100.00%	\$37,664		\$37,664
385	RALI 2007-QS5 [ALL]	ALT-A 2007	100.00%	\$163,954		\$163,954
386	RALI 2007-QS6 [ALL]	ALT-A 2007	100.00%	\$304,908		\$304,908
387	RALI 2007-QS7 [1]	ALT-A 2007	100.00%	\$193,001		\$193,001
388	RALI 2007-QS7 [2]	ALT-A 2007	100.00%	\$99,245		\$99,245
389	RALI 2007-QS8 [ALL]	ALT-A 2007	100.00%	\$242,583		\$242,583
390	RALI 2007-QS9 [ALL]	ALT-A 2007	100.00%	\$276,882		\$276,882
391	RAMP 2001-RS2 [1]	Subprime 2001	100.00%	\$22,323		\$22,323
392	RAMP 2001-RS2 [2]	Subprime 2001	100.00%	\$16,038		\$16,038
393	RAMP 2002-RS3 [1]	Subprime 2002	100.00%	\$68,828		\$68,828
394	RAMP 2002-RS3 [2]	Subprime 2002	100.00%	\$22,488		\$22,488
395	RAMP 2002-RZ2 [ALL]	Subprime 2002	100.00%	\$39,186		\$39,186
396	RAMP 2002-RZ3 [ALL]	Subprime 2002	100.00%	\$66,126		\$66,126
397	RAMP 2002-SL1 [1]	Subprime 2002	100.00%	\$2,473		\$2,473
398	RAMP 2002-SL1 [2]	Subprime 2002	100.00%	\$1,474		\$1,474
399	RAMP 2003-RS10 [1]	Subprime 2003	100.00%	\$94,780		\$94,780
400	RAMP 2003-RS10 [2A]	Subprime 2003	100.00%	\$135,771		\$135,771
401	RAMP 2003-RS10 [2B]	Subprime 2003	100.00%	\$101,177		\$101,177
402	RAMP 2003-SL1 [1]	Subprime 2003	100.00%	\$2,259		\$2,259
403	RAMP 2003-SL1 [2]	Subprime 2003	100.00%	\$998		\$998
404	RAMP 2003-SL1 [3]	Subprime 2003	100.00%	\$15,139		\$15,139
405	RAMP 2003-SL1 [4]	Subprime 2003	100.00%	\$6,139		\$6,139
406	RAMP 2004-KR1 [1]	Subprime 2004	100.00%	\$75,876		\$75,876
407	RAMP 2004-KR1 [2]	Subprime 2004	100.00%	\$75,876		\$75,876
408	RAMP 2004-KR2 [1]	Subprime 2004	100.00%	\$33,488		\$33,488
409	RAMP 2004-KR2 [2]	Subprime 2004	100.00%	\$33,488		\$33,488
410	RAMP 2004-RS10 [1]	Subprime 2004	100.00%	\$96,974		\$96,974
411	RAMP 2004-RS10 [2]	Subprime 2004	100.00%	\$307,084		\$307,084
412	RAMP 2004-RS11 [ALL]	Subprime 2004	100.00%	\$306,699		\$306,699
413	RAMP 2004-RS12 [1]	Subprime 2004	100.00%	\$88,709		\$88,709
414	RAMP 2004-RS12 [2]	Subprime 2004	100.00%	\$225,867		\$225,867
415	RAMP 2004-RS2 [1]	Subprime 2004	100.00%	\$80,128		\$80,128
416	RAMP 2004-RS2 [2A]	Subprime 2004	100.00%	\$112,180		\$112,180
417	RAMP 2004-RS2 [2B]	Subprime 2004	100.00%	\$62,646		\$62,646

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
418	RAMP 2004-RS3 [1]	Subprime 2004	100.00%	\$115,884		\$115,884
419	RAMP 2004-RS3 [2]	Subprime 2004	100.00%	\$23,177		\$23,177
420	RAMP 2004-RS4 [1]	Subprime 2004	100.00%	\$113,483		\$113,483
421	RAMP 2004-RS4 [2A]	Subprime 2004	100.00%	\$99,298		\$99,298
422	RAMP 2004-RS4 [2B]	Subprime 2004	100.00%	\$99,298		\$99,298
423	RAMP 2004-RS6 [1]	Subprime 2004	100.00%	\$80,892		\$80,892
424	RAMP 2004-RS6 [2A]	Subprime 2004	100.00%	\$141,217		\$141,217
425	RAMP 2004-RS6 [2B]	Subprime 2004	100.00%	\$47,532		\$47,532
426	RAMP 2004-RS7 [1]	Subprime 2004	100.00%	\$100,008	FGIC	\$100,008
427	RAMP 2004-RS7 [2A]	Subprime 2004	100.00%	\$87,507	FGIC	\$87,507
428	RAMP 2004-RS7 [2B]	Subprime 2004	100.00%	\$78,757	FGIC	\$78,757
429	RAMP 2004-RS7 [3]	Subprime 2004	100.00%	\$31,253	FGIC	\$31,253
430	RAMP 2004-RS8 [1]	Subprime 2004	100.00%	\$101,661		\$101,661
431	RAMP 2004-RS8 [2]	Subprime 2004	100.00%	\$159,753		\$159,753
432	RAMP 2004-RZ1 [1]	Subprime 2004	100.00%	\$51,468		\$51,468
433	RAMP 2004-RZ1 [2]	Subprime 2004	100.00%	\$25,338		\$25,338
434	RAMP 2004-RZ2 [1]	Subprime 2004	100.00%	\$49,751	FGIC	\$49,751
435	RAMP 2004-RZ2 [2]	Subprime 2004	100.00%	\$29,021	FGIC	\$29,021
436	RAMP 2004-RZ3 [1]	Subprime 2004	100.00%	\$26,307		\$26,307
437	RAMP 2004-RZ3 [2]	Subprime 2004	100.00%	\$29,405		\$29,405
438	RAMP 2004-RZ4 [ALL]	Subprime 2004	100.00%	\$42,319		\$42,319
439	RAMP 2004-SL1 [1]	Subprime 2004	100.00%	\$11,551		\$11,551
440	RAMP 2004-SL1 [2]	Subprime 2004	100.00%	\$435		\$435
441	RAMP 2004-SL1 [3]	Subprime 2004	100.00%	\$2,936		\$2,936
442	RAMP 2004-SL1 [4]	Subprime 2004	100.00%	\$4,828		\$4,828
443	RAMP 2004-SL1 [5]	Subprime 2004	100.00%	\$3,150		\$3,150
444	RAMP 2004-SL1 [6]	Subprime 2004	100.00%	\$1,737		\$1,737
445	RAMP 2004-SL1 [7]	Subprime 2004	100.00%	\$16,151		\$16,151
446	RAMP 2004-SL1 [8]	Subprime 2004	100.00%	\$13,101		\$13,101
447	RAMP 2004-SL1 [9]	Subprime 2004	100.00%	\$2,157		\$2,157
448	RAMP 2004-SL2 [1]	Subprime 2004	100.00%	\$9,470		\$9,470
449	RAMP 2004-SL2 [2]	Subprime 2004	100.00%	\$9,039		\$9,039
450	RAMP 2004-SL2 [3]	Subprime 2004	100.00%	\$14,635		\$14,635
451	RAMP 2004-SL2 [4]	Subprime 2004	100.00%	\$10,082		\$10,082
452	RAMP 2004-SL3 [1]	Subprime 2004	100.00%	\$2,653		\$2,653
453	RAMP 2004-SL3 [2]	Subprime 2004	100.00%	\$6,357		\$6,357
454	RAMP 2004-SL3 [3]	Subprime 2004	100.00%	\$4,412		\$4,412
455	RAMP 2004-SL3 [4]	Subprime 2004	100.00%	\$3,557		\$3,557
456	RAMP 2004-SL4 [1]	Subprime 2004	100.00%	\$2,758		\$2,758
457	RAMP 2004-SL4 [2]	Subprime 2004	100.00%	\$1,480		\$1,480
458	RAMP 2004-SL4 [3]	Subprime 2004	100.00%	\$3,957		\$3,957
459	RAMP 2004-SL4 [4]	Subprime 2004	100.00%	\$2,462		\$2,462
460	RAMP 2004-SL4 [5]	Subprime 2004	100.00%	\$2,034		\$2,034
461	RAMP 2005-EFC1 [1]	Subprime 2005	100.00%	\$187,201		\$187,201
462	RAMP 2005-EFC1 [2]	Subprime 2005	100.00%	\$162,271		\$162,271
463	RAMP 2005-EFC2 [ALL]	Subprime 2005	100.00%	\$268,656		\$268,656
464	RAMP 2005-EFC3 [1]	Subprime 2005	100.00%	\$147,957		\$147,957
465	RAMP 2005-EFC3 [2]	Subprime 2005	100.00%	\$147,689		\$147,689
466	RAMP 2005-EFC4 [ALL]	Subprime 2005	100.00%	\$302,217		\$302,217
467	RAMP 2005-EFC5 [ALL]	Subprime 2005	100.00%	\$280,871		\$280,871
468	RAMP 2005-EFC6 [1]	Subprime 2005	100.00%	\$205,303		\$205,303
469	RAMP 2005-EFC6 [2]	Subprime 2005	100.00%	\$89,925		\$89,925

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
470	RAMP 2005-EFC7 [1]	Subprime 2005	100.00%	\$219,189	FGIC	\$219,189
471	RAMP 2005-EFC7 [2]	Subprime 2005	100.00%	\$87,613	FGIC	\$87,613
472	RAMP 2005-NC1 [1]	Subprime 2005	100.00%	\$277,398	FGIC	\$277,398
473	RAMP 2005-NC1 [2]	Subprime 2005	100.00%	\$241,220	FGIC	\$241,220
474	RAMP 2005-RS1 [1]	Subprime 2005	100.00%	\$81,291		\$81,291
475	RAMP 2005-RS1 [2]	Subprime 2005	100.00%	\$235,744		\$235,744
476	RAMP 2005-RS2 [1]	Subprime 2005	100.00%	\$180,390		\$180,390
477	RAMP 2005-RS2 [2]	Subprime 2005	100.00%	\$69,564		\$69,564
478	RAMP 2005-RS3 [1A]	Subprime 2005	100.00%	\$99,148		\$99,148
479	RAMP 2005-RS3 [1B]	Subprime 2005	100.00%	\$99,134		\$99,134
480	RAMP 2005-RS3 [2]	Subprime 2005	100.00%	\$35,391		\$35,391
481	RAMP 2005-RS4 [ALL]	Subprime 2005	100.00%	\$181,001		\$181,001
482	RAMP 2005-RS5 [1]	Subprime 2005	100.00%	\$71,276		\$71,276
483	RAMP 2005-RS5 [2]	Subprime 2005	100.00%	\$71,193		\$71,193
484	RAMP 2005-RS6 [1]	Subprime 2005	100.00%	\$221,883		\$221,883
485	RAMP 2005-RS6 [2]	Subprime 2005	100.00%	\$176,542		\$176,542
486	RAMP 2005-RS7 [ALL]	Subprime 2005	100.00%	\$189,064		\$189,064
487	RAMP 2005-RS8 [ALL]	Subprime 2005	100.00%	\$280,019		\$280,019
488	RAMP 2005-RS9 [1]	Subprime 2005	100.00%	\$349,359	FGIC	\$349,359
489	RAMP 2005-RS9 [2]	Subprime 2005	100.00%	\$252,758	FGIC	\$252,758
490	RAMP 2005-RZ1 [ALL]	Subprime 2005	100.00%	\$33,016		\$33,016
491	RAMP 2005-RZ2 [1]	Subprime 2005	100.00%	\$48,768		\$48,768
492	RAMP 2005-RZ2 [2]	Subprime 2005	100.00%	\$48,768		\$48,768
493	RAMP 2005-RZ3 [ALL]	Subprime 2005	100.00%	\$142,104		\$142,104
494	RAMP 2005-RZ4 [ALL]	Subprime 2005	100.00%	\$128,949		\$128,949
495	RAMP 2005-SL1 [1]	ALT-A 2005	100.00%	\$2,945		\$2,945
496	RAMP 2005-SL1 [2]	ALT-A 2005	100.00%	\$2,202		\$2,202
497	RAMP 2005-SL1 [3]	ALT-A 2005	100.00%	\$3,180		\$3,180
498	RAMP 2005-SL1 [4]	ALT-A 2005	100.00%	\$5,965		\$5,965
499	RAMP 2005-SL1 [5]	ALT-A 2005	100.00%	\$5,481		\$5,481
500	RAMP 2005-SL1 [6]	ALT-A 2005	100.00%	\$2,724		\$2,724
501	RAMP 2005-SL1 [7]	ALT-A 2005	100.00%	\$9,880		\$9,880
502	RAMP 2005-SL2 [1]	ALT-A 2005	100.00%	\$6,541		\$6,541
503	RAMP 2005-SL2 [2]	ALT-A 2005	100.00%	\$4,661		\$4,661
504	RAMP 2005-SL2 [3]	ALT-A 2005	100.00%	\$5,563		\$5,563
505	RAMP 2005-SL2 [4]	ALT-A 2005	100.00%	\$6,555		\$6,555
506	RAMP 2005-SL2 [5]	ALT-A 2005	100.00%	\$5,102		\$5,102
507	RAMP 2006-EFC1 [ALL]	Subprime 2006	100.00%	\$274,460		\$274,460
508	RAMP 2006-EFC2 [ALL]	Subprime 2006	100.00%	\$192,691		\$192,691
509	RAMP 2006-NC1 [ALL]	Subprime 2006	100.00%	\$341,347		\$341,347
510	RAMP 2006-NC2 [ALL]	Subprime 2006	100.00%	\$551,985		\$551,985
511	RAMP 2006-NC3 [ALL]	Subprime 2006	100.00%	\$409,292		\$409,292
512	RAMP 2006-RS1 [1]	Subprime 2006	100.00%	\$392,749		\$392,749
513	RAMP 2006-RS1 [2]	Subprime 2006	100.00%	\$255,459		\$255,459
514	RAMP 2006-RS2 [ALL]	Subprime 2006	100.00%	\$446,801		\$446,801
515	RAMP 2006-RS3 [ALL]	Subprime 2006	100.00%	\$481,206	MGIC (Pool Policy)	\$481,206
516	RAMP 2006-RS4 [ALL]	Subprime 2006	100.00%	\$593,930		\$593,930
517	RAMP 2006-RS5 [ALL]	Subprime 2006	100.00%	\$238,474		\$238,474
518	RAMP 2006-RS6 [ALL]	Subprime 2006	100.00%	\$252,794		\$252,794
519	RAMP 2006-RZ1 [ALL]	Subprime 2006	100.00%	\$171,886		\$171,886
520	RAMP 2006-RZ2 [ALL]	Subprime 2006	100.00%	\$171,294		\$171,294
521	RAMP 2006-RZ3 [ALL]	Subprime 2006	100.00%	\$405,268		\$405,268

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
522	RAMP 2006-RZ4 [ALL]	Subprime 2006	100.00%	\$481,619		\$481,619
523	RAMP 2006-RZ5 [ALL]	Subprime 2006	100.00%	\$224,293		\$224,293
524	RAMP 2007-RS1 [ALL]	Subprime 2007	100.00%	\$337,293		\$337,293
525	RAMP 2007-RS2 [ALL]	Subprime 2007	100.00%	\$239,540		\$239,540
526	RAMP 2007-RZ1 [ALL]	Subprime 2007	100.00%	\$156,179		\$156,179
527	RASC 2001-KS1 [1]	Subprime 2001	100.00%	\$187,147	FGIC	\$187,147
528	RASC 2001-KS1 [2]	Subprime 2001	100.00%	\$200,053	FGIC	\$200,053
529	RASC 2001-KS2 [1]	Subprime 2001	100.00%	\$203,178		\$203,178
530	RASC 2001-KS2 [2]	Subprime 2001	100.00%	\$141,096		\$141,096
531	RASC 2001-KS3 [1]	Subprime 2001	100.00%	\$187,758		\$187,758
532	RASC 2001-KS3 [2]	Subprime 2001	100.00%	\$254,026		\$254,026
533	RASC 2002-KS2 [1]	Subprime 2002	100.00%	\$71,851		\$71,851
534	RASC 2002-KS2 [2A]	Subprime 2002	100.00%	\$88,181		\$88,181
535	RASC 2002-KS2 [2B]	Subprime 2002	100.00%	\$88,181		\$88,181
536	RASC 2003-KS10 [1]	Subprime 2003	100.00%	\$75,039		\$75,039
537	RASC 2003-KS10 [2A]	Subprime 2003	100.00%	\$66,452		\$66,452
538	RASC 2003-KS10 [2B]	Subprime 2003	100.00%	\$66,455		\$66,455
539	RASC 2003-KS11 [1]	Subprime 2003	100.00%	\$78,626		\$78,626
540	RASC 2003-KS11 [2A]	Subprime 2003	100.00%	\$103,196		\$103,196
541	RASC 2003-KS11 [2B]	Subprime 2003	100.00%	\$122,853		\$122,853
542	RASC 2003-KS2 [1]	Subprime 2003	100.00%	\$280,009		\$280,009
543	RASC 2003-KS2 [2A]	Subprime 2003	100.00%	\$31,713		\$31,713
544	RASC 2003-KS2 [2B]	Subprime 2003	100.00%	\$29,593		\$29,593
545	RASC 2003-KS3 [1]	Subprime 2003	100.00%	\$54,323		\$54,323
546	RASC 2003-KS3 [2]	Subprime 2003	100.00%	\$54,323		\$54,323
547	RASC 2003-KS6 [1]	Subprime 2003	100.00%	\$83,603		\$83,603
548	RASC 2003-KS6 [2]	Subprime 2003	100.00%	\$41,195		\$41,195
549	RASC 2003-KS7 [1]	Subprime 2003	100.00%	\$112,275		\$112,275
550	RASC 2003-KS7 [2A]	Subprime 2003	100.00%	\$68,139		\$68,139
551	RASC 2003-KS7 [2B]	Subprime 2003	100.00%	\$51,879		\$51,879
552	RASC 2003-KS8 [1]	Subprime 2003	100.00%	\$56,752		\$56,752
553	RASC 2003-KS8 [2A]	Subprime 2003	100.00%	\$53,265		\$53,265
554	RASC 2003-KS8 [2B]	Subprime 2003	100.00%	\$53,265		\$53,265
555	RASC 2004-KS1 [1]	Subprime 2004	100.00%	\$58,243		\$58,243
556	RASC 2004-KS1 [2A]	Subprime 2004	100.00%	\$63,097		\$63,097
557	RASC 2004-KS1 [2B]	Subprime 2004	100.00%	\$63,097		\$63,097
558	RASC 2004-KS10 [1]	Subprime 2004	100.00%	\$87,460		\$87,460
559	RASC 2004-KS10 [2]	Subprime 2004	100.00%	\$181,922		\$181,922
560	RASC 2004-KS11 [1]	Subprime 2004	100.00%	\$92,463		\$92,463
561	RASC 2004-KS11 [2]	Subprime 2004	100.00%	\$92,463		\$92,463
562	RASC 2004-KS12 [1]	Subprime 2004	100.00%	\$69,111		\$69,111
563	RASC 2004-KS12 [2]	Subprime 2004	100.00%	\$69,111		\$69,111
564	RASC 2004-KS2 [1]	Subprime 2004	100.00%	\$63,129		\$63,129
565	RASC 2004-KS2 [2A]	Subprime 2004	100.00%	\$76,185		\$76,185
566	RASC 2004-KS2 [2B]	Subprime 2004	100.00%	\$76,194		\$76,194
567	RASC 2004-KS3 [1]	Subprime 2004	100.00%	\$45,792		\$45,792
568	RASC 2004-KS3 [2A]	Subprime 2004	100.00%	\$54,378		\$54,378
569	RASC 2004-KS3 [2B]	Subprime 2004	100.00%	\$54,378		\$54,378
570	RASC 2004-KS5 [1]	Subprime 2004	100.00%	\$65,053		\$65,053
571	RASC 2004-KS5 [2A]	Subprime 2004	100.00%	\$94,869		\$94,869
572	RASC 2004-KS5 [2B]	Subprime 2004	100.00%	\$94,869		\$94,869
573	RASC 2004-KS6 [1]	Subprime 2004	100.00%	\$46,048		\$46,048

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
574	RASC 2004-KS6 [2A]	Subprime 2004	100.00%	\$92,096		\$92,096
575	RASC 2004-KS6 [2B]	Subprime 2004	100.00%	\$92,096		\$92,096
576	RASC 2004-KS7 [1]	Subprime 2004	100.00%	\$43,325	FGIC	\$43,325
577	RASC 2004-KS7 [2A]	Subprime 2004	100.00%	\$83,555	FGIC	\$83,555
578	RASC 2004-KS7 [2B]	Subprime 2004	100.00%	\$83,555	FGIC	\$83,555
579	RASC 2004-KS8 [1]	Subprime 2004	100.00%	\$44,143		\$44,143
580	RASC 2004-KS8 [2]	Subprime 2004	100.00%	\$88,286		\$88,286
581	RASC 2004-KS9 [1]	Subprime 2004	100.00%	\$38,999	FGIC	\$38,999
582	RASC 2004-KS9 [2]	Subprime 2004	100.00%	\$116,995	FGIC	\$116,995
583	RASC 2005-AHL1 [ALL]	Subprime 2005	100.00%	\$285,502		\$285,502
584	RASC 2005-AHL2 [ALL]	Subprime 2005	100.00%	\$290,264		\$290,264
585	RASC 2005-AHL3 [ALL]	Subprime 2005	100.00%	\$357,603		\$357,603
586	RASC 2005-EMX1 [1]	Subprime 2005	100.00%	\$85,580		\$85,580
587	RASC 2005-EMX1 [2]	Subprime 2005	100.00%	\$85,580		\$85,580
588	RASC 2005-EMX2 [ALL]	Subprime 2005	100.00%	\$201,578		\$201,578
589	RASC 2005-EMX3 [1]	Subprime 2005	100.00%	\$145,482		\$145,482
590	RASC 2005-EMX3 [2]	Subprime 2005	100.00%	\$145,379		\$145,379
591	RASC 2005-EMX4 [ALL]	Subprime 2005	100.00%	\$250,444		\$250,444
592	RASC 2005-EMX5 [ALL]	Subprime 2005	100.00%	\$231,108	FGIC	\$231,108
593	RASC 2005-KS1 [ALL]	Subprime 2005	100.00%	\$200,543		\$200,543
594	RASC 2005-KS10 [1]	Subprime 2005	100.00%	\$335,806		\$335,806
595	RASC 2005-KS10 [2]	Subprime 2005	100.00%	\$300,103		\$300,103
596	RASC 2005-KS11 [1]	Subprime 2005	100.00%	\$332,407		\$332,407
597	RASC 2005-KS11 [2]	Subprime 2005	100.00%	\$332,141		\$332,141
598	RASC 2005-KS12 [ALL]	Subprime 2005	100.00%	\$513,824		\$513,824
599	RASC 2005-KS2 [1]	Subprime 2005	100.00%	\$83,457		\$83,457
600	RASC 2005-KS2 [2]	Subprime 2005	100.00%	\$83,560		\$83,560
601	RASC 2005-KS3 [ALL]	Subprime 2005	100.00%	\$126,518		\$126,518
602	RASC 2005-KS4 [ALL]	Subprime 2005	100.00%	\$122,491		\$122,491
603	RASC 2005-KS5 [ALL]	Subprime 2005	100.00%	\$138,382		\$138,382
604	RASC 2005-KS6 [ALL]	Subprime 2005	100.00%	\$227,716		\$227,716
605	RASC 2005-KS7 [ALL]	Subprime 2005	100.00%	\$160,567		\$160,567
606	RASC 2005-KS8 [ALL]	Subprime 2005	100.00%	\$547,117		\$547,117
607	RASC 2005-KS9 [ALL]	Subprime 2005	100.00%	\$189,724		\$189,724
608	RASC 2006-EMX1 [ALL]	Subprime 2006	100.00%	\$237,191		\$237,191
609	RASC 2006-EMX2 [ALL]	Subprime 2006	100.00%	\$364,352		\$364,352
610	RASC 2006-EMX3 [ALL]	Subprime 2006	100.00%	\$554,802		\$554,802
611	RASC 2006-EMX4 [ALL]	Subprime 2006	100.00%	\$517,907		\$517,907
612	RASC 2006-EMX5 [ALL]	Subprime 2006	100.00%	\$467,824		\$467,824
613	RASC 2006-EMX6 [ALL]	Subprime 2006	100.00%	\$578,562		\$578,562
614	RASC 2006-EMX7 [ALL]	Subprime 2006	100.00%	\$455,532		\$455,532
615	RASC 2006-EMX8 [1]	Subprime 2006	100.00%	\$414,507		\$414,507
616	RASC 2006-EMX8 [2]	Subprime 2006	100.00%	\$306,915		\$306,915
617	RASC 2006-EMX9 [1]	Subprime 2006	100.00%	\$527,530		\$527,530
618	RASC 2006-EMX9 [2]	Subprime 2006	100.00%	\$295,652		\$295,652
619	RASC 2006-KS1 [ALL]	Subprime 2006	100.00%	\$410,379		\$410,379
620	RASC 2006-KS2 [ALL]	Subprime 2006	100.00%	\$471,329		\$471,329
621	RASC 2006-KS3 [1]	Subprime 2006	100.00%	\$479,034		\$479,034
622	RASC 2006-KS3 [2]	Subprime 2006	100.00%	\$169,866		\$169,866
623	RASC 2006-KS4 [ALL]	Subprime 2006	100.00%	\$373,979		\$373,979
624	RASC 2006-KS5 [ALL]	Subprime 2006	100.00%	\$346,931		\$346,931
625	RASC 2006-KS6 [ALL]	Subprime 2006	100.00%	\$292,013		\$292,013

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
626	RASC 2006-KS7 [ALL]	Subprime 2006	100.00%	\$297,655		\$297,655
627	RASC 2006-KS8 [ALL]	Subprime 2006	100.00%	\$353,860		\$353,860
628	RASC 2006-KS9 [1]	Subprime 2006	100.00%	\$783,514		\$783,514
629	RASC 2006-KS9 [2]	Subprime 2006	100.00%	\$147,411		\$147,411
630	RASC 2007-EMX1 [1]	Subprime 2007	100.00%	\$298,998	FGIC	\$298,998
631	RASC 2007-EMX1 [2]	Subprime 2007	100.00%	\$266,954	FGIC	\$266,954
632	RASC 2007-KS1 [ALL]	Subprime 2007	100.00%	\$231,048		\$231,048
633	RASC 2007-KS2 [1]	Subprime 2007	100.00%	\$507,090		\$507,090
634	RASC 2007-KS2 [2]	Subprime 2007	100.00%	\$140,903		\$140,903
635	RASC 2007-KS3 [1]	Subprime 2007	100.00%	\$750,583		\$750,583
636	RASC 2007-KS3 [2]	Subprime 2007	100.00%	\$148,527		\$148,527
637	RASC 2007-KS4 [ALL]	Subprime 2007	100.00%	\$152,765		\$152,765
638	RFMS2 1998-HI2 [ALL]	CES 1999	100.00%	\$20,583		\$20,583
639	RFMS2 2002-HI4 [ALL]	Second Lien 2002	100.00%	\$31,897		\$31,897
640	RFMS2 2002-HI5 [ALL]	Second Lien 2003	100.00%	\$35,296		\$35,296
641	RFMS2 2002-HS1 [ALL]	CES 2002	100.00%	\$3,067		\$3,067
642	RFMS2 2002-HS2 [ALL]	CES 2002	100.00%	\$2,851		\$2,851
643	RFMS2 2002-HS3 [1]	CES 2002	100.00%	\$1,883	FGIC	\$1,883
644	RFMS2 2002-HS3 [2]	CES 2002	100.00%	\$1,716	FGIC	\$1,716
645	RFMS2 2003-HI1 [ALL]	Second Lien 2003	100.00%	\$29,950		\$29,950
646	RFMS2 2003-HI2 [ALL]	Second Lien 2003	100.00%	\$31,844		\$31,844
647	RFMS2 2003-HI4 [1]	Second Lien 2003	100.00%	\$14,780		\$14,780
648	RFMS2 2003-HI4 [2]	Second Lien 2003	100.00%	\$14,780		\$14,780
649	RFMS2 2003-HS1 [1]	CES 2003	100.00%	\$6,098	FGIC	\$6,098
650	RFMS2 2003-HS1 [2]	CES 2003	100.00%	\$2,897	FGIC	\$2,897
651	RFMS2 2003-HS2 [1]	CES 2003	100.00%	\$7,095		\$7,095
652	RFMS2 2003-HS2 [2A]	CES 2003	100.00%	\$1,797	FGIC	\$1,797
653	RFMS2 2003-HS2 [2B]	CES 2003	100.00%	\$2,933	FGIC	\$2,933
654	RFMS2 2003-HS3 [1]	CES 2003	100.00%	\$7,675	MBIA	\$0
655	RFMS2 2003-HS3 [2A]	CES 2003	100.00%	\$2,117	MBIA	\$0
656	RFMS2 2003-HS3 [2B]	CES 2003	100.00%	\$2,117	MBIA	\$0
657	RFMS2 2004-HI1 [ALL]	Second Lien 2004	100.00%	\$26,613		\$26,613
658	RFMS2 2004-HI2 [ALL]	Second Lien 2004	100.00%	\$28,430	FGIC	\$28,430
659	RFMS2 2004-HI3 [ALL]	Second Lien 2004	100.00%	\$17,505	FGIC	\$17,505
660	RFMS2 2004-HS1 [1]	CES 2004	100.00%	\$8,188	FGIC	\$8,188
661	RFMS2 2004-HS1 [2]	CES 2004	100.00%	\$4,564	FGIC	\$4,564
662	RFMS2 2004-HS2 [1]	CES 2004	100.00%	\$8,248	MBIA	\$0
663	RFMS2 2004-HS2 [2]	CES 2004	100.00%	\$6,748	MBIA	\$0
664	RFMS2 2004-HS3 [ALL]	CES 2004	100.00%	\$5,929	FGIC	\$5,929
665	RFMS2 2005-HI1 [ALL]	Second Lien 2005	100.00%	\$12,692	FGIC	\$12,692
666	RFMS2 2005-HI2 [ALL]	Second Lien 2005	100.00%	\$8,032		\$8,032
667	RFMS2 2005-HI3 [ALL]	Second Lien 2005	100.00%	\$4,050		\$4,050
668	RFMS2 2005-HS1 [1]	CES 2005	100.00%	\$11,716	FGIC	\$11,716
669	RFMS2 2005-HS1 [2]	CES 2005	100.00%	\$6,390	FGIC	\$6,390
670	RFMS2 2005-HS2 [1]	CES 2005	100.00%	\$7,127	FGIC	\$7,127
671	RFMS2 2005-HS2 [2]	CES 2005	100.00%	\$4,582	FGIC	\$4,582
672	RFMS2 2005-HSA1 [1]	CES 2005	100.00%	\$3,553	FGIC	\$3,553
673	RFMS2 2005-HSA1 [2]	CES 2005	100.00%	\$2,009	FGIC	\$2,009
674	RFMS2 2006-HI1 [ALL]	Second Lien 2006	100.00%	\$3,356		\$3,356
675	RFMS2 2006-HI2 [ALL]	Second Lien 2006	100.00%	\$3,346	FGIC	\$3,346
676	RFMS2 2006-HI3 [ALL]	Second Lien 2006	100.00%	\$3,128	FGIC	\$3,128
677	RFMS2 2006-HI4 [ALL]	Second Lien 2006	100.00%	\$3,515	FGIC	\$3,515

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
678	RFMS2 2006-HI5 [ALL]	Second Lien 2006	100.00%	\$2,956	FGIC	\$2,956
679	RFMS2 2006-HSA1 [ALL]	CES 2006	100.00%	\$4,727	FGIC	\$4,727
680	RFMS2 2006-HSA2 [1]	CES 2006	100.00%	\$3,014	FGIC	\$3,014
681	RFMS2 2006-HSA2 [2]	CES 2006	100.00%	\$1,507	FGIC	\$1,507
682	RFMS2 2006-HSA3 [ALL]	Second Lien 2006	100.00%	\$957	FSA	\$0
683	RFMS2 2006-HSA4 [ALL]	Second Lien 2006	100.00%	\$1,849	MBIA	\$0
684	RFMS2 2006-HSA5 [ALL]	Second Lien 2006	100.00%	\$1,116	MBIA	\$0
685	RFMS2 2007-HI1 [ALL]	Second Lien 2007	100.00%	\$2,933	FGIC	\$2,933
686	RFMSI 2003-S10 [ALL]	Prime 2003	100.00%	\$2,792		\$2,792
687	RFMSI 2003-S11 [ALL]	Prime 2003	100.00%	\$1,843		\$1,843
688	RFMSI 2003-S12 [1]	Prime 2003	100.00%	\$2,121		\$2,121
689	RFMSI 2003-S12 [2]	Prime 2003	100.00%	\$4,461		\$4,461
690	RFMSI 2003-S12 [3]	Prime 2003	100.00%	\$1,509		\$1,509
691	RFMSI 2003-S12 [4]	Prime 2003	100.00%	\$1,522		\$1,522
692	RFMSI 2003-S13 [ALL]	Prime 2003	100.00%	\$5,472	MBIA - Insurer Exception	\$5,472
693	RFMSI 2003-S14 [ALL]	Prime 2003	100.00%	\$848		\$848
694	RFMSI 2003-S15 [ALL]	Prime 2003	100.00%	\$311		\$311
695	RFMSI 2003-S16 [ALL]	Prime 2003	100.00%	\$960		\$960
696	RFMSI 2003-S17 [ALL]	Prime 2003	100.00%	\$7,489		\$7,489
697	RFMSI 2003-S18 [ALL]	Prime 2003	100.00%	\$1,172		\$1,172
698	RFMSI 2003-S19 [ALL]	Prime 2003	100.00%	\$3,014		\$3,014
699	RFMSI 2003-S20 [1]	Prime 2003	100.00%	\$2,185	Radian - Insurer Exception	\$2,185
700	RFMSI 2003-S20 [2]	Prime 2003	100.00%	\$1,210		\$1,210
701	RFMSI 2003-S4 [ALL]	Prime 2003	100.00%	\$3,983	MBIA - Insurer Exception	\$3,983
702	RFMSI 2003-S6 [ALL]	Prime 2003	100.00%	\$931		\$931
703	RFMSI 2003-S7 [ALL]	Prime 2003	100.00%	\$5,682		\$5,682
704	RFMSI 2003-S9 [ALL]	Prime 2003	100.00%	\$3,125		\$3,125
705	RFMSI 2004-PS1 [ALL]	Prime 2004	100.00%	\$407		\$407
706	RFMSI 2004-S1 [ALL]	Prime 2004	100.00%	\$4,030		\$4,030
707	RFMSI 2004-S2 [ALL]	Prime 2004	100.00%	\$4,825	Radian - Insurer Exception	\$4,825
708	RFMSI 2004-S3 [ALL]	Prime 2004	100.00%	\$1,455		\$1,455
709	RFMSI 2004-S4 [1]	Prime 2004	100.00%	\$3,300	MBIA - Insurer Exception	\$3,300
710	RFMSI 2004-S4 [2]	Prime 2004	100.00%	\$1,629		\$1,629
711	RFMSI 2004-S5 [1]	Prime 2004	100.00%	\$3,192		\$3,192
712	RFMSI 2004-S5 [2]	Prime 2004	100.00%	\$1,003		\$1,003
713	RFMSI 2004-S6 [1]	Prime 2004	100.00%	\$3,555		\$3,555
714	RFMSI 2004-S6 [2]	Prime 2004	100.00%	\$3,974		\$3,974
715	RFMSI 2004-S6 [3]	Prime 2004	100.00%	\$3,136		\$3,136
716	RFMSI 2004-S7 [ALL]	Prime 2004	100.00%	\$1,533		\$1,533
717	RFMSI 2004-S8 [ALL]	Prime 2004	100.00%	\$6,111		\$6,111
718	RFMSI 2004-S9 [1]	Prime 2004	100.00%	\$15,659		\$15,659
719	RFMSI 2004-S9 [2]	Prime 2004	100.00%	\$3,833		\$3,833
720	RFMSI 2004-SA1 [1]	Prime 2004	100.00%	\$2,098		\$2,098
721	RFMSI 2004-SA1 [2]	Prime 2004	100.00%	\$6,713		\$6,713
722	RFMSI 2004-SA1 [3]	Prime 2004	100.00%	\$1,681		\$1,681
723	RFMSI 2005-S1 [1]	Prime 2005	100.00%	\$7,406		\$7,406
724	RFMSI 2005-S1 [2]	Prime 2005	100.00%	\$5,796		\$5,796
725	RFMSI 2005-S2 [ALL]	Prime 2005	100.00%	\$9,014	FGIC - Insurer Exception	\$9,014
726	RFMSI 2005-S3 [ALL]	Prime 2005	100.00%	\$3,002		\$3,002
727	RFMSI 2005-S4 [ALL]	Prime 2005	100.00%	\$13,863		\$13,863
728	RFMSI 2005-S5 [ALL]	Prime 2005	100.00%	\$7,444	Assured Guaranty - Insurer Exception	\$7,444
729	RFMSI 2005-S6 [ALL]	Prime 2005	100.00%	\$10,821		\$10,821

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
730	RFMSI 2005-S7 [ALL]	Prime 2005	100.00%	\$27,193	FGIC - Insurer Exception	\$27,193
731	RFMSI 2005-S8 [ALL]	Prime 2005	100.00%	\$22,744		\$22,744
732	RFMSI 2005-S9 [ALL]	Prime 2005	100.00%	\$27,172		\$27,172
733	RFMSI 2005-SA1 [1]	Prime 2005	100.00%	\$4,194		\$4,194
734	RFMSI 2005-SA1 [2]	Prime 2005	100.00%	\$4,183		\$4,183
735	RFMSI 2005-SA1 [3]	Prime 2005	100.00%	\$8,089		\$8,089
736	RFMSI 2005-SA2 [1]	Prime 2005	100.00%	\$4,943		\$4,943
737	RFMSI 2005-SA2 [2]	Prime 2005	100.00%	\$14,599		\$14,599
738	RFMSI 2005-SA2 [3]	Prime 2005	100.00%	\$7,823		\$7,823
739	RFMSI 2005-SA2 [4]	Prime 2005	100.00%	\$2,758		\$2,758
740	RFMSI 2005-SA2 [5]	Prime 2005	100.00%	\$4,057		\$4,057
741	RFMSI 2005-SA2 [6]	Prime 2005	100.00%	\$4,923		\$4,923
742	RFMSI 2005-SA3 [1]	Prime 2005	100.00%	\$16,974		\$16,974
743	RFMSI 2005-SA3 [2]	Prime 2005	100.00%	\$24,267		\$24,267
744	RFMSI 2005-SA3 [3]	Prime 2005	100.00%	\$12,127		\$12,127
745	RFMSI 2005-SA3 [4]	Prime 2005	100.00%	\$12,125		\$12,125
746	RFMSI 2005-SA4 [I1]	Prime 2005	100.00%	\$11,876		\$11,876
747	RFMSI 2005-SA4 [I2]	Prime 2005	100.00%	\$10,968		\$10,968
748	RFMSI 2005-SA4 [I3]	Prime 2005	100.00%	\$2,249		\$2,249
749	RFMSI 2005-SA4 [II1]	Prime 2005	100.00%	\$42,225		\$42,225
750	RFMSI 2005-SA4 [II2]	Prime 2005	100.00%	\$33,213		\$33,213
751	RFMSI 2005-SA5 [1]	Prime 2005	100.00%	\$14,664		\$14,664
752	RFMSI 2005-SA5 [2]	Prime 2005	100.00%	\$22,950		\$22,950
753	RFMSI 2005-SA5 [3]	Prime 2005	100.00%	\$11,831		\$11,831
754	RFMSI 2006-S1 [1]	Prime 2006	100.00%	\$21,889		\$21,889
755	RFMSI 2006-S1 [2]	Prime 2006	100.00%	\$8,695		\$8,695
756	RFMSI 2006-S10 [1]	Prime 2006	100.00%	\$62,493		\$62,493
757	RFMSI 2006-S10 [2]	Prime 2006	100.00%	\$24,609		\$24,609
758	RFMSI 2006-S11 [ALL]	Prime 2006	100.00%	\$57,548		\$57,548
759	RFMSI 2006-S12 [I]	Prime 2006	100.00%	\$8,474		\$8,474
760	RFMSI 2006-S12 [II]	Prime 2006	100.00%	\$54,931		\$54,931
761	RFMSI 2006-S12 [III]	Prime 2006	100.00%	\$27,489		\$27,489
762	RFMSI 2006-S2 [ALL]	Prime 2006	100.00%	\$26,088		\$26,088
763	RFMSI 2006-S3 [ALL]	Prime 2006	100.00%	\$47,354		\$47,354
764	RFMSI 2006-S4 [ALL]	Prime 2006	100.00%	\$25,693		\$25,693
765	RFMSI 2006-S5 [ALL]	Prime 2006	100.00%	\$74,261		\$74,261
766	RFMSI 2006-S6 [ALL]	Prime 2006	100.00%	\$66,385		\$66,385
767	RFMSI 2006-S7 [ALL]	Prime 2006	100.00%	\$52,588		\$52,588
768	RFMSI 2006-S8 [ALL]	Prime 2006	100.00%	\$43,789		\$43,789
769	RFMSI 2006-S9 [ALL]	Prime 2006	100.00%	\$46,696		\$46,696
770	RFMSI 2006-SA1 [1]	Prime 2006	100.00%	\$33,303		\$33,303
771	RFMSI 2006-SA1 [2]	Prime 2006	100.00%	\$7,408		\$7,408
772	RFMSI 2006-SA2 [1]	Prime 2006	100.00%	\$13,114		\$13,114
773	RFMSI 2006-SA2 [2]	Prime 2006	100.00%	\$75,933		\$75,933
774	RFMSI 2006-SA2 [3]	Prime 2006	100.00%	\$19,155		\$19,155
775	RFMSI 2006-SA2 [4]	Prime 2006	100.00%	\$17,602		\$17,602
776	RFMSI 2006-SA3 [1]	Prime 2006	100.00%	\$3,722		\$3,722
777	RFMSI 2006-SA3 [2]	Prime 2006	100.00%	\$23,670		\$23,670
778	RFMSI 2006-SA3 [3]	Prime 2006	100.00%	\$15,212		\$15,212
779	RFMSI 2006-SA3 [4]	Prime 2006	100.00%	\$10,634		\$10,634
780	RFMSI 2006-SA4 [1]	Prime 2006	100.00%	\$4,146		\$4,146
781	RFMSI 2006-SA4 [2]	Prime 2006	100.00%	\$28,371		\$28,371

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
782	RFMSI 2006-SA4 [3]	Prime 2006	100.00%	\$10,772		\$10,772
783	RFMSI 2007-S1 [ALL]	Prime 2007	100.00%	\$54,494		\$54,494
784	RFMSI 2007-S2 [ALL]	Prime 2007	100.00%	\$47,216		\$47,216
785	RFMSI 2007-S3 [1]	Prime 2007	100.00%	\$60,136		\$60,136
786	RFMSI 2007-S3 [2]	Prime 2007	100.00%	\$5,978		\$5,978
787	RFMSI 2007-S4 [ALL]	Prime 2007	100.00%	\$50,709		\$50,709
788	RFMSI 2007-S5 [ALL]	Prime 2007	100.00%	\$63,648		\$63,648
789	RFMSI 2007-S6 [1]	Prime 2007	100.00%	\$53,358		\$53,358
790	RFMSI 2007-S6 [2]	Prime 2007	100.00%	\$42,710		\$42,710
791	RFMSI 2007-S7 [ALL]	Prime 2007	100.00%	\$44,924		\$44,924
792	RFMSI 2007-S8 [1]	Prime 2007	100.00%	\$52,347		\$52,347
793	RFMSI 2007-S8 [2]	Prime 2007	100.00%	\$7,697		\$7,697
794	RFMSI 2007-S9 [1]	Prime 2007	100.00%	\$19,247		\$19,247
795	RFMSI 2007-S9 [2]	Prime 2007	100.00%	\$4,311		\$4,311
796	RFMSI 2007-SA1 [1]	Prime 2007	100.00%	\$2,506		\$2,506
797	RFMSI 2007-SA1 [2]	Prime 2007	100.00%	\$31,725		\$31,725
798	RFMSI 2007-SA1 [3]	Prime 2007	100.00%	\$9,870		\$9,870
799	RFMSI 2007-SA1 [4]	Prime 2007	100.00%	\$6,575		\$6,575
800	RFMSI 2007-SA2 [1]	Prime 2007	100.00%	\$4,153		\$4,153
801	RFMSI 2007-SA2 [2]	Prime 2007	100.00%	\$41,940		\$41,940
802	RFMSI 2007-SA2 [3]	Prime 2007	100.00%	\$6,043		\$6,043
803	RFMSI 2007-SA2 [4]	Prime 2007	100.00%	\$12,312		\$12,312
804	RFMSI 2007-SA2 [5]	Prime 2007	100.00%	\$5,253		\$5,253
805	RFMSI 2007-SA3 [1]	Prime 2007	100.00%	\$1,363		\$1,363
806	RFMSI 2007-SA3 [2]	Prime 2007	100.00%	\$42,089		\$42,089
807	RFMSI 2007-SA3 [3]	Prime 2007	100.00%	\$12,659		\$12,659
808	RFMSI 2007-SA3 [4]	Prime 2007	100.00%	\$8,782		\$8,782
809	RFMSI 2007-SA4 [1]	Prime 2007	100.00%	\$2,532		\$2,532
810	RFMSI 2007-SA4 [2]	Prime 2007	100.00%	\$1,255		\$1,255
811	RFMSI 2007-SA4 [3]	Prime 2007	100.00%	\$40,564		\$40,564
812	RFMSI 2007-SA4 [4]	Prime 2007	100.00%	\$17,974		\$17,974
813	RFMSI 2007-SA4 [5]	Prime 2007	100.00%	\$14,971		\$14,971
814	RFSC 2001-RM2 [1]	ALT-A 2001	100.00%	\$3,566		\$3,566
815	RFSC 2001-RM2 [2]	ALT-A 2001	100.00%	\$3,377		\$3,377
816	RFSC 2002-RM1 [1]	ALT-A 2002	100.00%	\$2,509		\$2,509
817	RFSC 2002-RM1 [2]	ALT-A 2002	100.00%	\$525		\$525
818	RFSC 2002-RM1 [3]	ALT-A 2002	100.00%	\$1,114		\$1,114
819	RFSC 2003-RM1 [ALL]	Prime 2003	100.00%	\$2,898		\$2,898
820	RFSC 2003-RM2 [1]	Prime 2003	100.00%	\$2,819		\$2,819
821	RFSC 2003-RM2 [2]	Prime 2003	100.00%	\$858		\$858
822	RFSC 2003-RM2 [3]	Prime 2003	100.00%	\$1,735		\$1,735
823	SARM 2007-3 [1]	Prime 2007	2.95%	\$4,132		\$4,132
824	SARM 2007-3 [2]	Prime 2007	2.95%	\$1,729		\$1,729
825	SARM 2007-3 [3]	Prime 2007	2.95%	\$2,105		\$2,105
826	SARM 2007-3 [4]	Prime 2007	2.95%	\$3,001		\$3,001
827	SARM 2007-6 [I-1]	ALT-A 2007	0.75%	\$440		\$440
828	SARM 2007-6 [I-2]	ALT-A 2007	0.75%	\$1,087		\$1,087
829	SARM 2007-6 [III]	ALT-A 2007	0.75%	\$957		\$957
830	SASC 2002-9 [1]	Prime 2002	0.90%	\$134		\$134
831	SASC 2002-9 [2]	Prime 2002	0.90%	\$2		\$2
832	SASI 1993-6 [1]	Prime 1999	4.50%	\$13	GEMICO (Pool Policy)	\$13
833	SASI 1993-6 [2]	Prime 1999	4.50%	\$5		\$5

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
					GEMICO (Pool Policy)/FSA - Insurer	
834	SASI 1993-6 [3]	Prime 1999	4.50%	\$40	Exception	\$40
835	SASI 1993-6 [4]	Prime 1999	4.50%	\$4		\$4
836	SASI 1993-6 [5]	Prime 1999	4.50%	\$2		\$2
837	SEMT 2004-10 [1]	Prime 2004	1.87%	\$196		\$196
838	SEMT 2004-10 [2]	Prime 2004	1.87%	\$197		\$197
839	SEMT 2004-11 [1]	Prime 2004	0.15%	\$12		\$12
840	SEMT 2004-11 [2]	Prime 2004	0.15%	\$2		\$2
841	SEMT 2004-11 [3]	Prime 2004	0.15%	\$5		\$5
842	SEMT 2005-2 [1]	Prime 2005	14.64%	\$942		\$942
843	SEMT 2005-2 [2]	Prime 2005	14.64%	\$589		\$589
844	SEMT 2005-3 [ALL]	ALT-A 2005	23.86%	\$3,027		\$3,027
845	TMTS 2005-11 [1]	Second Lien 2005	9.00%	\$13,026		\$13,026
846	TMTS 2005-11 [2]	Second Lien 2005	9.00%	\$6,823		\$6,823
847				<b>\$63,338,649</b>		<b>\$63,296,708</b>

**EXHIBIT 2G**

**Except for the RMBS Trust Claims set forth in Schedules 1G, 1R, 2G, 2R, 3G, 3R, 4G and 4R, none of the Claims asserted by the RMBS Trustees on behalf of the RMBS Trusts (other than claims for the payment of certain fees and expenses as set forth in the Plan) will be entitled to a distribution under the Plan.**

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
2	GMACM 2004-AR1 [I1]	Prime 2004	\$600,831	\$600,831	\$278,249	\$124,836		\$124,836	100.00%
3	GMACM 2004-AR1 [I2]	Prime 2004	\$4,474,288	\$4,474,288	\$2,214,276	\$993,430		\$993,430	100.00%
4	GMACM 2004-AR1 [I3]	Prime 2004	\$382,755	\$382,755	\$209,613	\$94,043		\$94,043	100.00%
5	GMACM 2004-AR1 [I4]	Prime 2004	\$1,083,378	\$1,083,378	\$624,437	\$280,152		\$280,152	100.00%
6	GMACM 2004-AR1 [II1]	Prime 2004	\$101,928	\$101,928	\$52,432	\$23,523		\$23,523	100.00%
7	GMACM 2004-AR1 [II2]	Prime 2004	\$1,118,424	\$1,118,424	\$584,567	\$262,265		\$262,265	100.00%
8	GMACM 2004-AR1 [II3]	Prime 2004	\$82,717	\$82,717	\$49,450	\$22,186		\$22,186	100.00%
9	GMACM 2004-AR1 [II4]	Prime 2004	\$592,588	\$592,588	\$319,578	\$143,378		\$143,378	100.00%
10	GMACM 2004-AR2 [1]	Prime 2004	\$404,752	\$404,752	\$215,926	\$96,875		\$96,875	100.00%
11	GMACM 2004-AR2 [2]	Prime 2004	\$1,678,932	\$1,678,932	\$892,546	\$400,439		\$400,439	100.00%
12	GMACM 2004-AR2 [3]	Prime 2004	\$5,204,281	\$5,204,281	\$2,498,816	\$1,121,088		\$1,121,088	100.00%
13	GMACM 2004-AR2 [4]	Prime 2004	\$679,112	\$679,112	\$379,679	\$170,342		\$170,342	100.00%
14	GMACM 2004-AR2 [5]	Prime 2004	\$715,516	\$715,516	\$415,418	\$186,376		\$186,376	100.00%
15	GMACM 2004-GH1 [ALL]	Subprime 2004	\$10,167,719	\$10,167,719	\$5,700,828	\$2,557,664		\$2,557,664	100.00%
16	GMACM 2004-HE1 [ALL]	Second Lien 2004	\$93,657,753	\$93,657,753	\$52,420,025	\$23,518,123	FGIC	\$23,518,123	100.00%
17	GMACM 2004-HE2 [ALL]	CES 2004	\$1,760,345	\$1,760,345	\$694,873	\$311,753	OLD REPUBLIC INSURANCE COMPANY (Pool Policy)	\$311,753	100.00%
18	GMACM 2004-HE3 [ALL]	Second Lien 2004	\$80,341,434	\$80,341,434	\$45,075,604	\$20,223,066	FSA	\$0	100.00%
19	GMACM 2004-HE4 [ALL]	Second Lien 2004	\$92,047,687	\$92,047,687	\$51,717,576	\$23,202,971	MBIA	\$0	100.00%
20	GMACM 2004-HE5 [ALL]	CES 2004	\$22,329,699	\$22,329,699	\$8,555,177	\$3,838,260	FGIC	\$3,838,260	100.00%
21	GMACM 2004-HLTV1 [ALL]	Second Lien 2004	\$22,575,910	\$22,575,910	\$12,392,387	\$5,559,816	FGIC	\$5,559,816	100.00%
22	GMACM 2004-J1 [ALL]	Prime 2004	\$2,087,993	\$2,087,993	\$1,118,351	\$501,746	MBIA - Insurer Exception	\$501,746	100.00%
23	GMACM 2004-J2 [ALL]	Prime 2004	\$3,228,005	\$3,228,005	\$1,669,643	\$749,082	MBIA - Insurer Exception	\$749,082	100.00%
24	GMACM 2004-J3 [ALL]	Prime 2004	\$2,371,419	\$2,371,419	\$1,378,753	\$618,574		\$618,574	100.00%
25	GMACM 2004-J4 [ALL]	Prime 2004	\$4,546,196	\$4,546,196	\$2,417,852	\$1,084,764		\$1,084,764	100.00%
26	GMACM 2004-J5 [ALL]	Prime 2004	\$3,825,887	\$3,825,887	\$2,009,520	\$901,567		\$901,567	100.00%
27	GMACM 2004-J6 [1]	Prime 2004	\$805,553	\$805,553	\$416,064	\$186,666		\$186,666	100.00%
28	GMACM 2004-J6 [2]	Prime 2004	\$1,518,108	\$1,518,108	\$843,240	\$378,318		\$378,318	100.00%
29	GMACM 2004-VF1 [ALL]	Second Lien 2004	\$45,464,909	\$45,464,909	\$26,109,245	\$11,713,853	MBIA	\$0	100.00%
30	GMACM 2005-AA1 [1]	ALT-A 2005	\$19,034,675	\$19,034,675	\$8,125,177	\$3,645,342		\$3,645,342	100.00%
31	GMACM 2005-AA1 [2]	ALT-A 2005	\$6,379,178	\$6,379,178	\$2,689,326	\$1,206,560		\$1,206,560	100.00%
32	GMACM 2005-AF1 [ALL]	ALT-A 2005	\$20,245,375	\$20,245,375	\$8,435,517	\$3,784,575		\$3,784,575	100.00%
33	GMACM 2005-AF2 [ALL]	ALT-A 2005	\$48,473,380	\$48,473,380	\$21,027,865	\$9,434,103		\$9,434,103	100.00%
34	GMACM 2005-AR1 [1]	Prime 2005	\$2,192,751	\$2,192,751	\$956,109	\$428,956		\$428,956	100.00%
35	GMACM 2005-AR1 [2]	Prime 2005	\$4,131,487	\$4,131,487	\$1,998,016	\$896,405		\$896,405	100.00%
36	GMACM 2005-AR1 [3]	Prime 2005	\$5,680,616	\$5,680,616	\$2,940,235	\$1,319,130		\$1,319,130	100.00%
37	GMACM 2005-AR1 [4]	Prime 2005	\$558,393	\$558,393	\$318,927	\$143,086		\$143,086	100.00%
38	GMACM 2005-AR1 [5]	Prime 2005	\$2,369,547	\$2,369,547	\$1,328,150	\$595,872		\$595,872	100.00%
39	GMACM 2005-AR2 [1]	Prime 2005	\$1,753,754	\$1,753,754	\$831,946	\$373,251		\$373,251	100.00%
40	GMACM 2005-AR2 [2]	Prime 2005	\$16,431,574	\$16,431,574	\$8,104,170	\$3,635,917		\$3,635,917	100.00%
41	GMACM 2005-AR2 [3]	Prime 2005	\$1,762,743	\$1,762,743	\$894,807	\$401,453		\$401,453	100.00%
42	GMACM 2005-AR2 [4]	Prime 2005	\$4,108,235	\$4,108,235	\$2,184,420	\$980,035		\$980,035	100.00%
43	GMACM 2005-AR3 [1]	Prime 2005	\$1,356,862	\$1,356,862	\$629,106	\$282,247		\$282,247	100.00%
44	GMACM 2005-AR3 [2]	Prime 2005	\$7,608,625	\$7,608,625	\$3,637,958	\$1,632,161		\$1,632,161	100.00%
45	GMACM 2005-AR3 [3]	Prime 2005	\$8,876,679	\$8,876,679	\$4,561,903	\$2,046,687		\$2,046,687	100.00%
46	GMACM 2005-AR3 [4]	Prime 2005	\$3,699,520	\$3,699,520	\$1,906,814	\$855,488		\$855,488	100.00%
47	GMACM 2005-AR3 [5]	Prime 2005	\$4,354,598	\$4,354,598	\$2,351,603	\$1,055,041		\$1,055,041	100.00%
48	GMACM 2005-AR4 [1]	Prime 2005	\$1,110,041	\$1,110,041	\$494,117	\$221,684		\$221,684	100.00%
49	GMACM 2005-AR4 [2]	Prime 2005	\$4,329,496	\$4,329,496	\$2,035,432	\$913,192		\$913,192	100.00%
50	GMACM 2005-AR4 [3]	Prime 2005	\$11,070,297	\$11,070,297	\$5,378,449	\$2,413,029		\$2,413,029	100.00%
51	GMACM 2005-AR4 [4]	Prime 2005	\$2,369,820	\$2,369,820	\$1,253,732	\$562,484		\$562,484	100.00%
52	GMACM 2005-AR4 [5]	Prime 2005	\$3,387,889	\$3,387,889	\$1,826,907	\$819,638		\$819,638	100.00%
53	GMACM 2005-AR5 [1]	Prime 2005	\$2,354,835	\$2,354,835	\$1,092,864	\$490,311		\$490,311	100.00%
54	GMACM 2005-AR5 [2]	Prime 2005	\$6,399,212	\$6,399,212	\$2,999,445	\$1,345,694		\$1,345,694	100.00%
55	GMACM 2005-AR5 [3]	Prime 2005	\$12,943,405	\$12,943,405	\$6,530,963	\$2,930,101		\$2,930,101	100.00%
56	GMACM 2005-AR5 [4]	Prime 2005	\$5,542,512	\$5,542,512	\$2,855,981	\$1,281,329		\$1,281,329	100.00%
57	GMACM 2005-AR5 [5]	Prime 2005	\$9,239,127	\$9,239,127	\$4,901,424	\$2,199,013		\$2,199,013	100.00%
58	GMACM 2005-AR6 [1]	Prime 2005	\$3,686,392	\$3,686,392	\$1,775,293	\$796,481		\$796,481	100.00%
59	GMACM 2005-AR6 [2]	Prime 2005	\$20,391,512	\$20,391,512	\$9,600,732	\$4,307,346		\$4,307,346	100.00%
60	GMACM 2005-AR6 [3]	Prime 2005	\$8,117,086	\$8,117,086	\$4,133,890	\$1,854,660		\$1,854,660	100.00%
61	GMACM 2005-AR6 [4]	Prime 2005	\$12,402,357	\$12,402,357	\$6,700,126	\$3,005,996		\$3,005,996	100.00%
62	GMACM 2005-HE1 [ALL]	Second Lien 2005	\$147,193,604	\$147,193,604	\$82,211,019	\$36,883,785	FGIC	\$36,883,785	100.00%
63	GMACM 2005-HE2 [ALL]	CES 2005	\$55,803,093	\$55,803,093	\$21,407,615	\$9,604,477	FGIC	\$9,604,477	100.00%

	A	B	C	D	E	F	G	H	I
1	Debtor's Attributable Portion of Net Collateral								GMACM Recognized
	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	GMACM Claim	Insurer	Claim	GMACM Seller %
64	GMACM 2005-HE3 [ALL]	Second Lien 2005	\$134,006,819	\$134,006,819	\$76,038,432	\$34,114,467	AMBAC	\$34,114,467	100.00%
65	GMACM 2005-J1 [ALL]	Prime 2005	\$15,446,805	\$15,446,805	\$7,838,299	\$3,516,635		\$3,516,635	100.00%
66	GMACM 2006-AR1 [1]	Prime 2006	\$30,785,688	\$30,785,688	\$11,171,432	\$5,012,037		\$5,012,037	100.00%
67	GMACM 2006-AR1 [2]	Prime 2006	\$10,881,907	\$10,881,907	\$3,925,797	\$1,761,300		\$1,761,300	100.00%
68	GMACM 2006-AR1 [3]	Prime 2006	\$8,860,241	\$8,860,241	\$3,174,901	\$1,424,412		\$1,424,412	100.00%
69	GMACM 2006-AR2 [1]	Prime 2006	\$1,922,838	\$1,922,838	\$698,261	\$313,273		\$313,273	100.00%
70	GMACM 2006-AR2 [2]	Prime 2006	\$21,724,017	\$21,724,017	\$7,876,429	\$3,533,742		\$3,533,742	100.00%
71	GMACM 2006-AR2 [3]	Prime 2006	\$7,447,843	\$7,447,843	\$2,709,007	\$1,215,390		\$1,215,390	100.00%
72	GMACM 2006-AR2 [4]	Prime 2006	\$3,250,542	\$3,250,542	\$1,165,581	\$522,935		\$522,935	100.00%
73	GMACM 2006-AR2 [5]	Prime 2006	\$5,228,500	\$5,228,500	\$1,871,052	\$839,443		\$839,443	100.00%
74	GMACM 2006-HE1 [ALL]	Second Lien 2006	\$372,400,819	\$372,400,819	\$183,846,682	\$82,482,391	FGIC	\$82,482,391	100.00%
75	GMACM 2006-HE2 [ALL]	CES 2006	\$95,580,483	\$95,580,483	\$50,389,127	\$22,606,966	FGIC	\$22,606,966	100.00%
76	GMACM 2006-HE3 [ALL]	CES 2006	\$166,732,648	\$166,732,648	\$88,110,893	\$39,530,749	FGIC	\$39,530,749	100.00%
77	GMACM 2006-HE4 [ALL]	Second Lien 2006	\$157,062,316	\$157,062,316	\$77,618,563	\$34,823,390	MBIA	\$0	100.00%
78	GMACM 2006-HE5 [1]	CES 2006	\$151,469,850	\$151,469,850	\$80,315,827	\$36,033,511	FGIC	\$36,033,511	100.00%
79	GMACM 2006-HE5 [2]	CES 2006	\$118,223,865	\$118,223,865	\$62,490,354	\$28,036,153	FGIC	\$28,036,153	100.00%
80	GMACM 2006-HLTV1 [ALL]	Second Lien 2006	\$64,995,996	\$64,995,996	\$32,067,616	\$14,387,062	FGIC	\$14,387,062	100.00%
81	GMACM 2006-J1 [ALL]	Prime 2006	\$32,980,554	\$32,980,554	\$11,816,068	\$5,301,252		\$5,301,252	100.00%
82	GMACM 2007-HE1 [ALL]	CES 2007	\$109,341,630	\$109,341,630	\$57,902,349	\$25,977,755	MBIA	\$0	100.00%
83	GMACM 2007-HE2 [ALL]	CES 2007	\$310,380,896	\$310,380,896	\$164,421,022	\$73,767,113	FGIC	\$73,767,113	100.00%
84	GMACM 2007-HE3 [1]	CES 2007	\$51,576,444	\$51,576,444	\$27,422,939	\$12,303,238		\$12,303,238	100.00%
85	GMACM 2007-HE3 [2]	CES 2007	\$90,557,530	\$90,557,530	\$47,851,382	\$21,468,412		\$21,468,412	100.00%
86			<b>\$2,830,065,019</b>	<b>\$2,830,065,019</b>	<b>\$1,450,096,178</b>	<b>\$650,582,312</b>		<b>\$534,641,276</b>	

**EXHIBIT 2R**

**Except for the RMBS Trust Claims set forth in Schedules 1G, 1R, 2G, 2R, 3G, 3R, 4G and 4R, none of the Claims asserted by the RMBS Trustees on behalf of the RMBS Trusts (other than claims for the payment of certain fees and expenses as set forth in the Plan) will be entitled to a distribution under the Plan.**

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
2	RAAC 2004-RP1 [1]	Subprime 2004	\$13,458,661	\$13,458,661	\$7,679,486	\$3,445,384		\$3,445,384	100.00%
3	RAAC 2004-RP1 [2]	Subprime 2004	\$12,029,805	\$12,029,805	\$6,860,675	\$3,078,026		\$3,078,026	100.00%
4	RAAC 2004-SP1 [1]	ALT-A 2004	\$3,443,801	\$3,443,801	\$1,533,496	\$688,000		\$688,000	100.00%
5	RAAC 2004-SP1 [2]	ALT-A 2004	\$2,385,842	\$2,385,842	\$1,064,178	\$477,441		\$477,441	100.00%
6	RAAC 2004-SP2 [1]	Prime 2004	\$62,679	\$62,679	\$37,471	\$16,811		\$16,811	100.00%
7	RAAC 2004-SP2 [2]	Prime 2004	\$777,491	\$777,491	\$415,129	\$186,247		\$186,247	100.00%
8	RAAC 2004-SP3 [1]	ALT-A 2004	\$4,006,286	\$4,006,286	\$1,593,367	\$714,860		\$714,860	100.00%
9	RAAC 2004-SP3 [2]	ALT-A 2004	\$5,103,783	\$5,103,783	\$2,081,340	\$933,788		\$933,788	100.00%
10	RAAC 2005-RP1 [ALL]	Subprime 2005	\$44,858,529	\$44,858,529	\$25,602,709	\$11,486,596		\$11,486,596	100.00%
11	RAAC 2005-RP2 [ALL]	Subprime 2005	\$42,970,959	\$42,970,959	\$24,458,673	\$10,973,327		\$10,973,327	100.00%
12	RAAC 2005-RP3 [ALL]	Subprime 2005	\$57,677,643	\$57,677,643	\$32,885,588	\$14,754,043		\$14,754,043	100.00%
13	RAAC 2005-SP1 [1]	Prime 2005	\$1,810,272	\$1,810,272	\$1,034,980	\$464,341		\$464,341	100.00%
14	RAAC 2005-SP1 [2]	Prime 2005	\$2,935,529	\$2,935,529	\$1,632,602	\$732,463		\$732,463	100.00%
15	RAAC 2005-SP1 [3]	Prime 2005	\$1,459,339	\$1,459,339	\$855,574	\$383,852		\$383,852	100.00%
16	RAAC 2005-SP1 [4]	Prime 2005	\$1,084,890	\$1,084,890	\$589,608	\$264,526		\$264,526	100.00%
17	RAAC 2005-SP2 [1]	ALT-A 2005	\$22,257,936	\$22,257,936	\$9,725,836	\$4,363,474		\$4,363,474	100.00%
18	RAAC 2005-SP2 [2]	ALT-A 2005	\$21,109,483	\$21,109,483	\$8,834,448	\$3,963,555		\$3,963,555	100.00%
19	RAAC 2005-SP3 [ALL]	Subprime 2005	\$40,439,330	\$40,439,330	\$22,986,205	\$10,312,708		\$10,312,708	100.00%
20	RAAC 2006-RP1 [ALL]	Subprime 2006	\$69,775,076	\$69,775,076	\$38,788,671	\$17,402,448		\$17,402,448	100.00%
21	RAAC 2006-RP2 [ALL]	Subprime 2006	\$112,519,282	\$112,519,282	\$62,535,640	\$28,056,471		\$28,056,471	100.00%
22	RAAC 2006-RP3 [ALL]	Subprime 2006	\$118,193,050	\$118,193,050	\$65,685,631	\$29,469,707		\$29,469,707	100.00%
23	RAAC 2006-RP4 [ALL]	Subprime 2006	\$123,912,917	\$123,912,917	\$68,878,756	\$30,902,295		\$30,902,295	100.00%
24	RAAC 2006-SP1 [ALL]	Subprime 2006	\$79,151,196	\$79,151,196	\$43,987,684	\$19,734,973		\$19,734,973	100.00%
25	RAAC 2006-SP2 [ALL]	Subprime 2006	\$90,252,984	\$90,252,984	\$50,165,955	\$22,506,840		\$22,506,840	100.00%
26	RAAC 2006-SP3 [ALL]	Subprime 2006	\$77,562,062	\$77,562,062	\$43,117,082	\$19,344,379		\$19,344,379	100.00%
27	RAAC 2006-SP4 [ALL]	Subprime 2006	\$68,197,668	\$68,197,668	\$37,915,529	\$17,010,715		\$17,010,715	100.00%
28	RAAC 2007-RP1 [ALL]	Subprime 2007	\$125,983,175	\$125,983,175	\$70,039,947	\$31,423,261		\$31,423,261	100.00%
29	RAAC 2007-RP2 [ALL]	Subprime 2007	\$99,312,044	\$99,312,044	\$55,211,008	\$24,770,292		\$24,770,292	100.00%
30	RAAC 2007-RP3 [ALL]	Subprime 2007	\$169,917,951	\$169,917,951	\$94,454,420	\$42,376,758		\$42,376,758	100.00%
31	RAAC 2007-RP4 [ALL]	Subprime 2007	\$130,100,639	\$130,100,639	\$72,326,162	\$32,448,966		\$32,448,966	100.00%
32	RAAC 2007-SP1 [ALL]	Subprime 2007	\$80,842,372	\$80,842,372	\$44,966,473	\$20,174,104		\$20,174,104	100.00%
33	RAAC 2007-SP2 [ALL]	Subprime 2007	\$112,917,165	\$112,917,165	\$62,784,686	\$28,168,205		\$28,168,205	100.00%
34	RAAC 2007-SP3 [ALL]	Subprime 2007	\$125,157,905	\$125,157,905	\$69,596,339	\$31,224,237		\$31,224,237	100.00%
35	RALI 2004-QA1 [1]	ALT-A 2004	\$4,041,170	\$4,041,170	\$1,746,723	\$783,663		\$783,663	100.00%
36	RALI 2004-QA1 [2]	ALT-A 2004	\$987,143	\$987,143	\$422,991	\$189,774		\$189,774	100.00%
37	RALI 2004-QA2 [1]	ALT-A 2004	\$9,972,005	\$9,972,005	\$4,274,318	\$1,917,663		\$1,917,663	100.00%
38	RALI 2004-QA2 [2]	ALT-A 2004	\$3,672,857	\$3,672,857	\$1,539,949	\$690,895		\$690,895	100.00%
39	RALI 2004-QA3 [CB-I]	ALT-A 2004	\$2,235,760	\$2,235,760	\$975,031	\$437,445		\$437,445	100.00%
40	RALI 2004-QA3 [CB-II]	ALT-A 2004	\$3,345,584	\$3,345,584	\$1,391,365	\$624,233		\$624,233	100.00%
41	RALI 2004-QA3 [NB-I]	ALT-A 2004	\$675,215	\$675,215	\$295,777	\$132,699		\$132,699	100.00%
42	RALI 2004-QA3 [NB-II]	ALT-A 2004	\$2,862,380	\$2,862,380	\$1,203,089	\$539,763		\$539,763	100.00%
43	RALI 2004-QA4 [CB-I]	ALT-A 2004	\$4,368,512	\$4,368,512	\$1,890,099	\$847,989		\$847,989	100.00%
44	RALI 2004-QA4 [NB-I]	ALT-A 2004	\$1,462,619	\$1,462,619	\$653,359	\$293,128		\$293,128	100.00%
45	RALI 2004-QA4 [NB-II]	ALT-A 2004	\$3,770,347	\$3,770,347	\$1,600,844	\$718,215		\$718,215	100.00%
46	RALI 2004-QA4 [NB-III]	ALT-A 2004	\$514,134	\$514,134	\$212,298	\$95,247		\$95,247	100.00%
47	RALI 2004-QA5 [1]	ALT-A 2004	\$2,186,564	\$2,186,564	\$980,316	\$439,816		\$439,816	100.00%
48	RALI 2004-QA5 [2]	ALT-A 2004	\$350,247	\$350,247	\$136,529	\$61,253		\$61,253	100.00%
49	RALI 2004-QA5 [3]	ALT-A 2004	\$12,002,492	\$12,002,492	\$5,091,402	\$2,284,246		\$2,284,246	100.00%
50	RALI 2004-QA6 [1]	ALT-A 2004	\$6,095,206	\$6,095,206	\$2,719,305	\$1,220,010		\$1,220,010	100.00%
51	RALI 2004-QA6 [2]	ALT-A 2004	\$4,312,384	\$4,312,384	\$1,937,180	\$869,111		\$869,111	100.00%
52	RALI 2004-QA6 [3]	ALT-A 2004	\$15,226,210	\$15,226,210	\$6,499,705	\$2,916,078		\$2,916,078	100.00%
53	RALI 2004-QA6 [4]	ALT-A 2004	\$8,401,255	\$8,401,255	\$3,593,792	\$1,612,346		\$1,612,346	100.00%
54	RALI 2004-QA6 [5]	ALT-A 2004	\$4,852,056	\$4,852,056	\$2,140,539	\$960,348		\$960,348	100.00%
55	RALI 2004-QA6 [6]	ALT-A 2004	\$4,998,795	\$4,998,795	\$2,144,216	\$961,997		\$961,997	100.00%
56	RALI 2004-QS1 [ALL]	ALT-A 2004	\$7,116,080	\$7,116,080	\$2,999,267	\$1,345,614		\$1,345,614	100.00%
57	RALI 2004-QS10 [ALL]	ALT-A 2004	\$6,805,929	\$6,805,929	\$2,947,235	\$1,322,270		\$1,322,270	100.00%
58	RALI 2004-QS11 [ALL]	ALT-A 2004	\$6,117,274	\$6,117,274	\$2,597,569	\$1,165,393		\$1,165,393	100.00%
59	RALI 2004-QS12 [ALL]	ALT-A 2004	\$11,958,833	\$11,958,833	\$5,061,895	\$2,271,008		\$2,271,008	100.00%
60	RALI 2004-QS13 [CB]	ALT-A 2004	\$1,260,775	\$1,260,775	\$545,364	\$244,676		\$244,676	100.00%
61	RALI 2004-QS13 [NB]	ALT-A 2004	\$35,924	\$35,924	\$13,945	\$6,257		\$6,257	100.00%
62	RALI 2004-QS14 [ALL]	ALT-A 2004	\$7,191,774	\$7,191,774	\$3,089,872	\$1,386,264		\$1,386,264	100.00%
63	RALI 2004-QS15 [ALL]	ALT-A 2004	\$9,037,632	\$9,037,632	\$3,947,724	\$1,771,137		\$1,771,137	100.00%
64	RALI 2004-QS16 [1]	ALT-A 2004	\$16,387,668	\$16,387,668	\$7,062,848	\$3,168,731		\$3,168,731	100.00%
65	RALI 2004-QS16 [2]	ALT-A 2004	\$1,610,187	\$1,610,187	\$656,931	\$294,731		\$294,731	100.00%
66	RALI 2004-QS2 [AI]	ALT-A 2004	\$1,051,770	\$1,051,770	\$440,154	\$197,474		\$197,474	100.00%
67	RALI 2004-QS2 [CB]	ALT-A 2004	\$6,869,011	\$6,869,011	\$2,978,470	\$1,336,284		\$1,336,284	100.00%
68	RALI 2004-QS3 [CB]	ALT-A 2004	\$1,290,989	\$1,290,989	\$555,200	\$249,089		\$249,089	100.00%
69	RALI 2004-QS3 [I]	ALT-A 2004	\$166,274	\$166,274	\$72,912	\$32,712		\$32,712	100.00%
70	RALI 2004-QS3 [II]	ALT-A 2004	\$99,279	\$99,279	\$38,536	\$17,289		\$17,289	100.00%
71	RALI 2004-QS4 [ALL]	ALT-A 2004	\$7,559,444	\$7,559,444	\$3,214,118	\$1,442,007		\$1,442,007	100.00%
72	RALI 2004-QS5 [ALL]	ALT-A 2004	\$8,197,861	\$8,197,861	\$3,502,121	\$1,571,219		\$1,571,219	100.00%
73	RALI 2004-QS6 [ALL]	ALT-A 2004	\$1,342,050	\$1,342,050	\$574,277	\$257,648		\$257,648	100.00%
74	RALI 2004-QS7 [ALL]	ALT-A 2004	\$12,123,587	\$12,123,587	\$5,090,930	\$2,284,034		\$2,284,034	100.00%
75	RALI 2004-QS8 [ALL]	ALT-A 2004	\$7,532,047	\$7,532,047	\$3,196,591	\$1,434,143		\$1,434,143	100.00%
76	RALI 2004-QS9 [ALL]	ALT-A 2004	\$1,299,101	\$1,299,101	\$565,749	\$253,822		\$253,822	100.00%
77	RALI 2005-QA1 [ALL]	ALT-A 2005	\$26,941,306	\$26,941,306	\$11,653,331	\$5,228,240		\$5,228,240	100.00%
78	RALI 2005-QA10 [1]	ALT-A 2005	\$1,195,787	\$1,195,787	\$541,955	\$243,147		\$243,147	100.00%
79	RALI 2005-QA10 [2]	ALT-A 2005	\$20,472,692	\$20,472,692	\$9,027,565	\$4,050,196		\$4,050,196	100.00%
80	RALI 2005-QA10 [3]	ALT-A 2005	\$65,470,136	\$65,470,136	\$28,318,773	\$12,705,152		\$12,705,152	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
81	RALI 2005-QA10 [4]	ALT-A 2005	\$18,173,357	\$18,173,357	\$7,590,261	\$3,405,353		\$3,405,353	100.00%
82	RALI 2005-QA11 [1]	ALT-A 2005	\$1,218,355	\$1,218,355	\$511,348	\$229,415		\$229,415	100.00%
83	RALI 2005-QA11 [2]	ALT-A 2005	\$14,986,164	\$14,986,164	\$6,580,600	\$2,952,371		\$2,952,371	100.00%
84	RALI 2005-QA11 [3]	ALT-A 2005	\$9,539,923	\$9,539,923	\$4,192,399	\$1,880,910		\$1,880,910	100.00%
85	RALI 2005-QA11 [4]	ALT-A 2005	\$40,351,227	\$40,351,227	\$17,501,491	\$7,852,004		\$7,852,004	100.00%
86	RALI 2005-QA11 [5]	ALT-A 2005	\$17,127,691	\$17,127,691	\$7,338,745	\$3,292,511		\$3,292,511	100.00%
87	RALI 2005-QA11 [6]	ALT-A 2005	\$7,072,234	\$7,072,234	\$2,983,690	\$1,338,625		\$1,338,625	100.00%
88	RALI 2005-QA12 [1]	ALT-A 2005	\$13,663,911	\$13,663,911	\$5,989,211	\$2,687,046		\$2,687,046	100.00%
89	RALI 2005-QA12 [2]	ALT-A 2005	\$9,063,150	\$9,063,150	\$3,986,207	\$1,788,403		\$1,788,403	100.00%
90	RALI 2005-QA12 [3]	ALT-A 2005	\$12,542,111	\$12,542,111	\$5,404,276	\$2,424,616		\$2,424,616	100.00%
91	RALI 2005-QA12 [4]	ALT-A 2005	\$6,730,375	\$6,730,375	\$2,864,356	\$1,285,087		\$1,285,087	100.00%
92	RALI 2005-QA12 [5]	ALT-A 2005	\$8,221,655	\$8,221,655	\$3,535,837	\$1,586,345		\$1,586,345	100.00%
93	RALI 2005-QA13 [1]	ALT-A 2005	\$17,704,658	\$17,704,658	\$7,761,434	\$3,482,150		\$3,482,150	100.00%
94	RALI 2005-QA13 [2]	ALT-A 2005	\$91,471,028	\$91,471,028	\$39,789,956	\$17,851,672		\$17,851,672	100.00%
95	RALI 2005-QA13 [3]	ALT-A 2005	\$7,954,710	\$7,954,710	\$3,438,993	\$1,542,896		\$1,542,896	100.00%
96	RALI 2005-QA2 [A1I]	ALT-A 2005	\$5,848,448	\$5,848,448	\$2,555,237	\$1,146,401		\$1,146,401	100.00%
97	RALI 2005-QA2 [A1II]	ALT-A 2005	\$6,665,344	\$6,665,344	\$2,814,867	\$1,262,884		\$1,262,884	100.00%
98	RALI 2005-QA2 [CB1]	ALT-A 2005	\$7,301,527	\$7,301,527	\$3,213,102	\$1,441,551		\$1,441,551	100.00%
99	RALI 2005-QA2 [CBII]	ALT-A 2005	\$14,465,864	\$14,465,864	\$6,059,443	\$2,718,555		\$2,718,555	100.00%
100	RALI 2005-QA2 [NB1]	ALT-A 2005	\$3,134,660	\$3,134,660	\$1,340,329	\$601,336		\$601,336	100.00%
101	RALI 2005-QA2 [NBII]	ALT-A 2005	\$8,049,693	\$8,049,693	\$3,361,647	\$1,508,195		\$1,508,195	100.00%
102	RALI 2005-QA3 [1]	ALT-A 2005	\$14,930,793	\$14,930,793	\$6,512,869	\$2,921,984		\$2,921,984	100.00%
103	RALI 2005-QA3 [2]	ALT-A 2005	\$9,336,570	\$9,336,570	\$4,027,372	\$1,806,871		\$1,806,871	100.00%
104	RALI 2005-QA3 [3]	ALT-A 2005	\$12,146,690	\$12,146,690	\$5,092,551	\$2,284,761		\$2,284,761	100.00%
105	RALI 2005-QA3 [4]	ALT-A 2005	\$3,846,821	\$3,846,821	\$1,544,159	\$692,783		\$692,783	100.00%
106	RALI 2005-QA3 [5]	ALT-A 2005	\$1,552,476	\$1,552,476	\$640,488	\$287,354		\$287,354	100.00%
107	RALI 2005-QA3 [6]	ALT-A 2005	\$423,679	\$423,679	\$166,185	\$74,558		\$74,558	100.00%
108	RALI 2005-QA3 [7]	ALT-A 2005	\$4,366,990	\$4,366,990	\$1,911,028	\$857,379		\$857,379	100.00%
109	RALI 2005-QA3 [8]	ALT-A 2005	\$2,574,749	\$2,574,749	\$1,130,786	\$507,325		\$507,325	100.00%
110	RALI 2005-QA4 [1]	ALT-A 2005	\$16,434,753	\$16,434,753	\$7,148,455	\$3,207,138		\$3,207,138	100.00%
111	RALI 2005-QA4 [2]	ALT-A 2005	\$9,710,647	\$9,710,647	\$4,183,665	\$1,876,992		\$1,876,992	100.00%
112	RALI 2005-QA4 [3]	ALT-A 2005	\$20,726,459	\$20,726,459	\$8,822,301	\$3,958,105		\$3,958,105	100.00%
113	RALI 2005-QA4 [4]	ALT-A 2005	\$10,635,268	\$10,635,268	\$4,390,356	\$1,969,723		\$1,969,723	100.00%
114	RALI 2005-QA4 [5]	ALT-A 2005	\$2,133,333	\$2,133,333	\$905,640	\$406,313		\$406,313	100.00%
115	RALI 2005-QA5 [1]	ALT-A 2005	\$4,607,314	\$4,607,314	\$2,041,698	\$916,003		\$916,003	100.00%
116	RALI 2005-QA5 [2]	ALT-A 2005	\$5,503,446	\$5,503,446	\$2,433,842	\$1,091,938		\$1,091,938	100.00%
117	RALI 2005-QA6 [1]	ALT-A 2005	\$18,876,161	\$18,876,161	\$8,239,148	\$3,696,475		\$3,696,475	100.00%
118	RALI 2005-QA6 [2]	ALT-A 2005	\$11,142,143	\$11,142,143	\$4,837,290	\$2,170,239		\$2,170,239	100.00%
119	RALI 2005-QA6 [3]	ALT-A 2005	\$16,504,641	\$16,504,641	\$6,947,949	\$3,117,181		\$3,117,181	100.00%
120	RALI 2005-QA6 [4]	ALT-A 2005	\$13,007,415	\$13,007,415	\$5,584,134	\$2,505,309		\$2,505,309	100.00%
121	RALI 2005-QA6 [5]	ALT-A 2005	\$5,048,321	\$5,048,321	\$2,156,010	\$967,289		\$967,289	100.00%
122	RALI 2005-QA7 [1]	ALT-A 2005	\$14,145,226	\$14,145,226	\$6,103,247	\$2,738,208		\$2,738,208	100.00%
123	RALI 2005-QA7 [2]	ALT-A 2005	\$56,305,543	\$56,305,543	\$23,866,311	\$10,707,565		\$10,707,565	100.00%
124	RALI 2005-QA8 [1]	ALT-A 2005	\$14,242,286	\$14,242,286	\$6,196,990	\$2,780,265		\$2,780,265	100.00%
125	RALI 2005-QA8 [2]	ALT-A 2005	\$7,489,280	\$7,489,280	\$3,263,902	\$1,464,342		\$1,464,342	100.00%
126	RALI 2005-QA8 [3]	ALT-A 2005	\$27,002,357	\$27,002,357	\$11,650,299	\$5,226,880		\$5,226,880	100.00%
127	RALI 2005-QA8 [4]	ALT-A 2005	\$10,109,165	\$10,109,165	\$4,296,019	\$1,927,399		\$1,927,399	100.00%
128	RALI 2005-QA8 [5]	ALT-A 2005	\$7,133,298	\$7,133,298	\$3,031,023	\$1,359,862		\$1,359,862	100.00%
129	RALI 2005-QA8 [6]	ALT-A 2005	\$4,106,014	\$4,106,014	\$1,705,086	\$764,983		\$764,983	100.00%
130	RALI 2005-QA9 [1]	ALT-A 2005	\$15,037,724	\$15,037,724	\$6,591,186	\$2,957,121		\$2,957,121	100.00%
131	RALI 2005-QA9 [2]	ALT-A 2005	\$10,497,131	\$10,497,131	\$4,696,326	\$2,106,996		\$2,106,996	100.00%
132	RALI 2005-QA9 [3]	ALT-A 2005	\$55,330,017	\$55,330,017	\$23,868,985	\$10,708,765		\$10,708,765	100.00%
133	RALI 2005-QA9 [4]	ALT-A 2005	\$30,038,902	\$30,038,902	\$12,876,447	\$5,776,988		\$5,776,988	100.00%
134	RALI 2005-QQ1 [ALL]	Pay Option Arm 2005	\$121,308,683	\$121,308,683	\$33,635,129	\$15,090,323		\$15,090,323	100.00%
135	RALI 2005-QQ2 [ALL]	Pay Option Arm 2005	\$82,682,064	\$82,682,064	\$23,234,995	\$10,424,327		\$10,424,327	100.00%
136	RALI 2005-QQ3 [ALL]	Pay Option Arm 2005	\$109,314,347	\$109,314,347	\$31,027,729	\$13,920,519		\$13,920,519	100.00%
137	RALI 2005-QQ4 [1]	Pay Option Arm 2005	\$61,203,661	\$61,203,661	\$17,387,372	\$7,800,804		\$7,800,804	100.00%
138	RALI 2005-QQ4 [2]	Pay Option Arm 2005	\$122,250,668	\$122,250,668	\$34,759,561	\$15,594,797		\$15,594,797	100.00%
139	RALI 2005-QQ5 [ALL]	Pay Option Arm 2005	\$316,028,961	\$316,028,961	\$90,530,833	\$40,616,450		\$40,616,450	100.00%
140	RALI 2005-QS1 [ALL]	ALT-A 2005	\$14,250,968	\$14,250,968	\$5,880,447	\$2,638,249		\$2,638,249	100.00%
141	RALI 2005-QS10 [1]	ALT-A 2005	\$7,139,268	\$7,139,268	\$3,035,316	\$1,361,788		\$1,361,788	100.00%
142	RALI 2005-QS10 [2]	ALT-A 2005	\$6,385,476	\$6,385,476	\$2,645,377	\$1,186,842		\$1,186,842	100.00%
143	RALI 2005-QS10 [3]	ALT-A 2005	\$13,346,092	\$13,346,092	\$5,662,553	\$2,540,491		\$2,540,491	100.00%
144	RALI 2005-QS11 [ALL]	ALT-A 2005	\$22,481,714	\$22,481,714	\$9,492,304	\$4,258,700		\$4,258,700	100.00%
145	RALI 2005-QS12 [ALL]	ALT-A 2005	\$55,651,247	\$55,651,247	\$23,510,977	\$10,548,146		\$10,548,146	100.00%
146	RALI 2005-QS13 [1]	ALT-A 2005	\$36,963,357	\$36,963,357	\$15,660,116	\$7,025,875		\$7,025,875	100.00%
147	RALI 2005-QS13 [2]	ALT-A 2005	\$38,007,610	\$38,007,610	\$16,065,219	\$7,207,624		\$7,207,624	100.00%
148	RALI 2005-QS14 [1]	ALT-A 2005	\$6,198,189	\$6,198,189	\$2,510,097	\$1,126,149		\$1,126,149	100.00%
149	RALI 2005-QS14 [2]	ALT-A 2005	\$17,029,066	\$17,029,066	\$7,355,305	\$3,299,941		\$3,299,941	100.00%
150	RALI 2005-QS14 [3]	ALT-A 2005	\$32,326,250	\$32,326,250	\$13,627,334	\$6,113,872		\$6,113,872	100.00%
151	RALI 2005-QS15 [1]	ALT-A 2005	\$13,730,503	\$13,730,503	\$5,887,828	\$2,641,560		\$2,641,560	100.00%
152	RALI 2005-QS15 [2]	ALT-A 2005	\$5,782,111	\$5,782,111	\$2,474,503	\$1,110,180		\$1,110,180	100.00%
153	RALI 2005-QS15 [3]	ALT-A 2005	\$35,509,146	\$35,509,146	\$15,129,077	\$6,787,626		\$6,787,626	100.00%
154	RALI 2005-QS16 [ALL]	ALT-A 2005	\$54,522,209	\$54,522,209	\$23,264,325	\$10,437,486		\$10,437,486	100.00%
155	RALI 2005-QS17 [ALL]	ALT-A 2005	\$76,335,380	\$76,335,380	\$32,761,396	\$14,698,325		\$14,698,325	100.00%
156	RALI 2005-QS2 [ALL]	ALT-A 2005	\$14,575,418	\$14,575,418	\$5,969,690	\$2,678,288		\$2,678,288	100.00%
157	RALI 2005-QS3 [2]	ALT-A 2005	\$4,041,422	\$4,041,422	\$1,626,451	\$729,703		\$729,703	100.00%
158	RALI 2005-QS3 [I-1]	ALT-A 2005	\$7,025,859	\$7,025,859	\$2,855,607	\$1,281,162		\$1,281,162	100.00%
159	RALI 2005-QS3 [I-2]	ALT-A 2005	\$19,944,801	\$19,944,801	\$8,446,713	\$3,789,599		\$3,789,599	100.00%

	A	B	C	D	E	F	G	H	I	
1	Name	Cohort	Net All Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %	
160	RALI 2005-QS4	[ALL]	ALT-A 2005	\$16,353,729	\$16,353,729	\$6,803,076	\$3,052,184		\$3,052,184	100.00%
161	RALI 2005-QS5	[ALL]	ALT-A 2005	\$15,166,179	\$15,166,179	\$6,391,048	\$2,867,329	Radian - Insurer Exception	\$2,867,329	100.00%
162	RALI 2005-QS6	[ALL]	ALT-A 2005	\$23,875,505	\$23,875,505	\$10,023,050	\$4,496,818		\$4,496,818	100.00%
163	RALI 2005-QS7	[1]	ALT-A 2005	\$23,830,136	\$23,830,136	\$9,996,874	\$4,485,075		\$4,485,075	100.00%
164	RALI 2005-QS7	[2]	ALT-A 2005	\$9,594,338	\$9,594,338	\$4,020,657	\$1,803,859		\$1,803,859	100.00%
165	RALI 2005-QS8	[ALL]	ALT-A 2005	\$2,539,785	\$2,539,785	\$1,045,359	\$468,998		\$468,998	100.00%
166	RALI 2005-QS9	[ALL]	ALT-A 2005	\$34,132,932	\$34,132,932	\$14,243,899	\$6,390,492		\$6,390,492	100.00%
167	RALI 2006-QA1	[1]	ALT-A 2006	\$21,691,108	\$21,691,108	\$7,522,096	\$3,374,771		\$3,374,771	100.00%
168	RALI 2006-QA1	[2]	ALT-A 2006	\$97,945,398	\$97,945,398	\$33,809,159	\$15,168,402		\$15,168,402	100.00%
169	RALI 2006-QA1	[3]	ALT-A 2006	\$23,507,027	\$23,507,027	\$8,111,503	\$3,639,207		\$3,639,207	100.00%
170	RALI 2006-QA10	[ALL]	ALT-A 2006	\$118,689,793	\$118,689,793	\$41,080,594	\$18,430,714		\$18,430,714	100.00%
171	RALI 2006-QA11	[ALL]	ALT-A 2006	\$126,081,604	\$126,081,604	\$43,673,618	\$19,594,068		\$19,594,068	100.00%
172	RALI 2006-QA2	[1]	ALT-A 2006	\$79,445,538	\$79,445,538	\$27,468,601	\$12,323,725		\$12,323,725	100.00%
173	RALI 2006-QA2	[2]	ALT-A 2006	\$12,023,273	\$12,023,273	\$4,145,200	\$1,859,734		\$1,859,734	100.00%
174	RALI 2006-QA2	[3]	ALT-A 2006	\$8,733,007	\$8,733,007	\$2,996,302	\$1,344,284		\$1,344,284	100.00%
175	RALI 2006-QA3	[ALL]	ALT-A 2006	\$102,957,233	\$102,957,233	\$35,632,752	\$15,986,552		\$15,986,552	100.00%
176	RALI 2006-QA4	[ALL]	ALT-A 2006	\$81,080,562	\$81,080,562	\$28,046,484	\$12,582,990		\$12,582,990	100.00%
177	RALI 2006-QA5	[1]	ALT-A 2006	\$152,159,428	\$152,159,428	\$52,652,688	\$23,622,507		\$23,622,507	100.00%
178	RALI 2006-QA5	[2]	ALT-A 2006	\$21,306,252	\$21,306,252	\$7,291,892	\$3,271,491		\$3,271,491	100.00%
179	RALI 2006-QA6	[ALL]	ALT-A 2006	\$184,902,914	\$184,902,914	\$64,155,515	\$28,783,224		\$28,783,224	100.00%
180	RALI 2006-QA7	[1]	ALT-A 2006	\$69,089,680	\$69,089,680	\$23,940,669	\$10,740,926		\$10,740,926	100.00%
181	RALI 2006-QA7	[2]	ALT-A 2006	\$121,605,696	\$121,605,696	\$42,231,622	\$18,947,120		\$18,947,120	100.00%
182	RALI 2006-QA8	[ALL]	ALT-A 2006	\$261,080,121	\$261,080,121	\$90,598,338	\$40,646,736		\$40,646,736	100.00%
183	RALI 2006-QA9	[ALL]	ALT-A 2006	\$91,185,526	\$91,185,526	\$31,531,071	\$14,146,342		\$14,146,342	100.00%
184	RALI 2006-QH1	[ALL]	Pay Option Arm 2006	\$113,291,465	\$113,291,465	\$41,425,929	\$18,585,647	AMBAC - Insurer Exception	\$18,585,647	100.00%
185	RALI 2006-QO1	[1]	Pay Option Arm 2006	\$19,310,834	\$19,310,834	\$6,913,098	\$3,101,546		\$3,101,546	100.00%
186	RALI 2006-QO1	[2]	Pay Option Arm 2006	\$57,371,456	\$57,371,456	\$20,412,006	\$9,157,800		\$9,157,800	100.00%
187	RALI 2006-QO1	[3]	Pay Option Arm 2006	\$172,572,288	\$172,572,288	\$62,201,868	\$27,906,725		\$27,906,725	100.00%
188	RALI 2006-QO10	[ALL]	Pay Option Arm 2006	\$359,931,316	\$359,931,316	\$129,861,905	\$58,262,245		\$58,262,245	100.00%
189	RALI 2006-QO2	[ALL]	Pay Option Arm 2006	\$187,034,845	\$187,034,845	\$66,952,310	\$30,038,000		\$30,038,000	100.00%
190	RALI 2006-QO3	[ALL]	Pay Option Arm 2006	\$202,660,477	\$202,660,477	\$73,189,418	\$32,836,264		\$32,836,264	100.00%
191	RALI 2006-QO4	[1]	Pay Option Arm 2006	\$127,155,367	\$127,155,367	\$46,103,863	\$20,684,392	XL - Insurer Exception	\$20,684,392	100.00%
192	RALI 2006-QO4	[2]	Pay Option Arm 2006	\$132,433,134	\$132,433,134	\$47,842,604	\$21,464,474	XL - Insurer Exception	\$21,464,474	100.00%
193	RALI 2006-QO5	[1]	Pay Option Arm 2006	\$137,451,270	\$137,451,270	\$49,385,744	\$22,156,800		\$22,156,800	100.00%
194	RALI 2006-QO5	[2]	Pay Option Arm 2006	\$150,070,652	\$150,070,652	\$54,547,037	\$24,472,403		\$24,472,403	100.00%
195	RALI 2006-QO5	[3]	Pay Option Arm 2006	\$80,725,512	\$80,725,512	\$29,029,985	\$13,024,236		\$13,024,236	100.00%
196	RALI 2006-QO6	[ALL]	Pay Option Arm 2006	\$449,322,172	\$449,322,172	\$162,375,739	\$72,849,501		\$72,849,501	100.00%
197	RALI 2006-QO7	[1]	Pay Option Arm 2006	\$237,638,133	\$237,638,133	\$86,126,429	\$38,640,424		\$38,640,424	100.00%
198	RALI 2006-QO7	[2]	Pay Option Arm 2006	\$165,835,633	\$165,835,633	\$60,902,784	\$27,323,894		\$27,323,894	100.00%
199	RALI 2006-QO7	[3]	Pay Option Arm 2006	\$158,366,462	\$158,366,462	\$56,751,448	\$25,461,406		\$25,461,406	100.00%
200	RALI 2006-QO8	[1]	Pay Option Arm 2006	\$314,276,340	\$314,276,340	\$113,630,651	\$50,980,130		\$50,980,130	100.00%
201	RALI 2006-QO8	[2]	Pay Option Arm 2006	\$182,121,631	\$182,121,631	\$65,554,796	\$29,411,008		\$29,411,008	100.00%
202	RALI 2006-QO9	[1]	Pay Option Arm 2006	\$221,525,215	\$221,525,215	\$80,040,555	\$35,910,011		\$35,910,011	100.00%
203	RALI 2006-QO9	[2]	Pay Option Arm 2006	\$124,821,534	\$124,821,534	\$45,231,370	\$20,292,950		\$20,292,950	100.00%
204	RALI 2006-QS1	[ALL]	ALT-A 2006	\$52,154,309	\$52,154,309	\$17,857,760	\$8,011,843		\$8,011,843	100.00%
205	RALI 2006-QS10	[ALL]	ALT-A 2006	\$100,557,075	\$100,557,075	\$34,479,649	\$15,469,215		\$15,469,215	100.00%
206	RALI 2006-QS11	[1]	ALT-A 2006	\$143,611,059	\$143,611,059	\$49,325,609	\$22,129,821		\$22,129,821	100.00%
207	RALI 2006-QS11	[2]	ALT-A 2006	\$10,029,044	\$10,029,044	\$3,452,998	\$1,549,180		\$1,549,180	100.00%
208	RALI 2006-QS12	[I]	ALT-A 2006	\$31,241,371	\$31,241,371	\$10,798,896	\$4,844,900		\$4,844,900	100.00%
209	RALI 2006-QS12	[II]	ALT-A 2006	\$93,411,164	\$93,411,164	\$32,221,326	\$14,456,024		\$14,456,024	100.00%
210	RALI 2006-QS13	[1]	ALT-A 2006	\$108,835,479	\$108,835,479	\$37,447,821	\$16,800,879		\$16,800,879	100.00%
211	RALI 2006-QS13	[2]	ALT-A 2006	\$9,318,118	\$9,318,118	\$3,141,170	\$1,409,279		\$1,409,279	100.00%
212	RALI 2006-QS14	[ALL]	ALT-A 2006	\$163,538,308	\$163,538,308	\$56,348,772	\$25,280,747		\$25,280,747	100.00%
213	RALI 2006-QS15	[ALL]	ALT-A 2006	\$121,625,404	\$121,625,404	\$41,928,540	\$18,811,143		\$18,811,143	100.00%
214	RALI 2006-QS16	[ALL]	ALT-A 2006	\$167,277,151	\$167,277,151	\$57,498,540	\$25,796,587		\$25,796,587	100.00%
215	RALI 2006-QS17	[ALL]	ALT-A 2006	\$126,729,837	\$126,729,837	\$43,573,311	\$19,549,066		\$19,549,066	100.00%
216	RALI 2006-QS18	[1]	ALT-A 2006	\$82,781,770	\$82,781,770	\$28,518,587	\$12,794,798		\$12,794,798	100.00%
217	RALI 2006-QS18	[2]	ALT-A 2006	\$192,382,426	\$192,382,426	\$66,424,032	\$29,800,989		\$29,800,989	100.00%
218	RALI 2006-QS18	[3]	ALT-A 2006	\$10,594,899	\$10,594,899	\$3,576,346	\$1,604,520		\$1,604,520	100.00%
219	RALI 2006-QS2	[1]	ALT-A 2006	\$128,102,001	\$128,102,001	\$43,946,639	\$19,716,558		\$19,716,558	100.00%
220	RALI 2006-QS2	[2]	ALT-A 2006	\$7,195,416	\$7,195,416	\$2,421,573	\$1,086,433		\$1,086,433	100.00%
221	RALI 2006-QS2	[3]	ALT-A 2006	\$1,853,466	\$1,853,466	\$623,939	\$279,929		\$279,929	100.00%
222	RALI 2006-QS3	[1]	ALT-A 2006	\$80,993,173	\$80,993,173	\$27,813,146	\$12,478,304		\$12,478,304	100.00%
223	RALI 2006-QS3	[2]	ALT-A 2006	\$103,895,014	\$103,895,014	\$35,837,503	\$16,078,413		\$16,078,413	100.00%
224	RALI 2006-QS4	[ALL]	ALT-A 2006	\$143,712,269	\$143,712,269	\$49,376,733	\$22,152,758		\$22,152,758	100.00%
225	RALI 2006-QS5	[ALL]	ALT-A 2006	\$139,833,975	\$139,833,975	\$48,072,553	\$21,567,640		\$21,567,640	100.00%
226	RALI 2006-QS6	[1]	ALT-A 2006	\$160,579,444	\$160,579,444	\$55,373,308	\$24,843,107		\$24,843,107	100.00%
227	RALI 2006-QS6	[2]	ALT-A 2006	\$9,815,273	\$9,815,273	\$3,328,583	\$1,493,361		\$1,493,361	100.00%
228	RALI 2006-QS7	[ALL]	ALT-A 2006	\$113,855,935	\$113,855,935	\$39,215,364	\$17,593,883		\$17,593,883	100.00%
229	RALI 2006-QS8	[ALL]	ALT-A 2006	\$204,742,078	\$204,742,078	\$70,445,452	\$31,605,190		\$31,605,190	100.00%
230	RALI 2006-QS9	[1]	ALT-A 2006	\$91,760,351	\$91,760,351	\$31,582,551	\$14,169,439		\$14,169,439	100.00%
231	RALI 2006-QS9	[2]	ALT-A 2006	\$22,960,068	\$22,960,068	\$7,952,391	\$3,567,822		\$3,567,822	100.00%
232	RALI 2007-QA1	[ALL]	ALT-A 2007	\$135,783,325	\$135,783,325	\$46,948,050	\$21,063,135		\$21,063,135	100.00%
233	RALI 2007-QA2	[ALL]	ALT-A 2007	\$122,561,937	\$122,561,937	\$42,455,608	\$19,047,611		\$19,047,611	100.00%
234	RALI 2007-QA3	[ALL]	ALT-A 2007	\$331,625,616	\$331,625,616	\$114,864,146	\$51,533,535		\$51,533,535	100.00%
235	RALI 2007-QA4	[ALL]	ALT-A 2007	\$87,240,592	\$87,240,592	\$30,295,539	\$13,592,024		\$13,592,024	100.00%
236	RALI 2007-QA5	[1]	ALT-A 2007	\$92,481,593	\$92,481,593	\$32,014,734	\$14,363,337		\$14,363,337	100.00%
237	RALI 2007-QA5	[2]	ALT-A 2007	\$59,632,841	\$59,632,841	\$20,595,938	\$9,240,320		\$9,240,320	100.00%
238	RALI 2007-QA5	[3]	ALT-A 2007	\$16,883,932	\$16,883,932	\$5,755,079	\$2,582,003		\$2,582,003	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
239	RALI 2007-QH1 [ALL]	ALT-A 2007	\$202,655,058	\$202,655,058	\$69,834,430	\$31,331,056		\$31,331,056	100.00%
240	RALI 2007-QH2 [ALL]	ALT-A 2007	\$134,525,243	\$134,525,243	\$46,343,223	\$20,791,780		\$20,791,780	100.00%
241	RALI 2007-QH3 [ALL]	ALT-A 2007	\$139,167,011	\$139,167,011	\$47,962,922	\$21,518,455		\$21,518,455	100.00%
242	RALI 2007-QH4 [ALL]	ALT-A 2007	\$154,380,286	\$154,380,286	\$53,069,172	\$23,809,362		\$23,809,362	100.00%
243	RALI 2007-QH5 [1]	ALT-A 2007	\$133,486,749	\$133,486,749	\$45,904,665	\$20,595,022		\$20,595,022	100.00%
244	RALI 2007-QH5 [2]	ALT-A 2007	\$63,139,530	\$63,139,530	\$21,746,397	\$9,756,471		\$9,756,471	100.00%
245	RALI 2007-QH6 [ALL]	ALT-A 2007	\$234,932,685	\$234,932,685	\$80,805,321	\$36,253,121		\$36,253,121	100.00%
246	RALI 2007-QH7 [1]	ALT-A 2007	\$78,607,829	\$78,607,829	\$26,963,784	\$12,097,239		\$12,097,239	100.00%
247	RALI 2007-QH7 [2]	ALT-A 2007	\$52,959,083	\$52,959,083	\$18,194,569	\$8,162,951		\$8,162,951	100.00%
248	RALI 2007-QH8 [ALL]	ALT-A 2007	\$220,474,243	\$220,474,243	\$75,804,176	\$34,009,369		\$34,009,369	100.00%
249	RALI 2007-QH9 [ALL]	ALT-A 2007	\$228,871,769	\$228,871,769	\$78,626,391	\$35,275,549		\$35,275,549	100.00%
250	RALI 2007-QQ1 [ALL]	Pay Option Arm 2007	\$248,001,070	\$248,001,070	\$90,084,572	\$40,416,236		\$40,416,236	100.00%
251	RALI 2007-QQ2 [ALL]	Pay Option Arm 2007	\$213,492,089	\$213,492,089	\$77,160,670	\$34,617,957		\$34,617,957	100.00%
252	RALI 2007-QQ3 [ALL]	Pay Option Arm 2007	\$119,591,896	\$119,591,896	\$43,464,620	\$19,500,302		\$19,500,302	100.00%
253	RALI 2007-QQ4 [ALL]	Pay Option Arm 2007	\$201,474,477	\$201,474,477	\$73,446,510	\$32,951,608		\$32,951,608	100.00%
254	RALI 2007-QQ5 [ALL]	Pay Option Arm 2007	\$95,228,288	\$95,228,288	\$34,885,606	\$15,651,347		\$15,651,347	100.00%
255	RALI 2007-QS1 [1]	ALT-A 2007	\$101,160,880	\$101,160,880	\$34,622,541	\$15,533,323		\$15,533,323	100.00%
256	RALI 2007-QS1 [2]	ALT-A 2007	\$198,634,133	\$198,634,133	\$68,162,793	\$30,581,080		\$30,581,080	100.00%
257	RALI 2007-QS10 [ALL]	ALT-A 2007	\$127,891,133	\$127,891,133	\$44,021,301	\$19,750,055		\$19,750,055	100.00%
258	RALI 2007-QS11 [ALL]	ALT-A 2007	\$90,763,338	\$90,763,338	\$31,312,099	\$14,048,101		\$14,048,101	100.00%
259	RALI 2007-QS2 [ALL]	ALT-A 2007	\$126,979,943	\$126,979,943	\$43,545,056	\$19,536,389		\$19,536,389	100.00%
260	RALI 2007-QS3 [ALL]	ALT-A 2007	\$253,087,310	\$253,087,310	\$86,963,331	\$39,015,901		\$39,015,901	100.00%
261	RALI 2007-QS4 [I]	ALT-A 2007	\$14,357,563	\$14,357,563	\$4,931,492	\$2,212,502		\$2,212,502	100.00%
262	RALI 2007-QS4 [II]	ALT-A 2007	\$62,213,846	\$62,213,846	\$21,532,637	\$9,660,568		\$9,660,568	100.00%
263	RALI 2007-QS4 [III]	ALT-A 2007	\$77,717,218	\$77,717,218	\$26,600,027	\$11,934,041		\$11,934,041	100.00%
264	RALI 2007-QS4 [IV]	ALT-A 2007	\$16,451,790	\$16,451,790	\$5,693,897	\$2,554,554		\$2,554,554	100.00%
265	RALI 2007-QS4 [V]	ALT-A 2007	\$9,930,565	\$9,930,565	\$3,352,607	\$1,504,140		\$1,504,140	100.00%
266	RALI 2007-QS5 [ALL]	ALT-A 2007	\$115,597,289	\$115,597,289	\$39,663,031	\$17,794,728		\$17,794,728	100.00%
267	RALI 2007-QS6 [ALL]	ALT-A 2007	\$217,738,744	\$217,738,744	\$74,873,512	\$33,591,829		\$33,591,829	100.00%
268	RALI 2007-QS7 [1]	ALT-A 2007	\$126,732,793	\$126,732,793	\$43,270,391	\$19,413,161		\$19,413,161	100.00%
269	RALI 2007-QS7 [2]	ALT-A 2007	\$74,333,014	\$74,333,014	\$25,646,653	\$11,506,312		\$11,506,312	100.00%
270	RALI 2007-QS8 [ALL]	ALT-A 2007	\$165,411,041	\$165,411,041	\$56,624,303	\$25,404,363		\$25,404,363	100.00%
271	RALI 2007-QS9 [ALL]	ALT-A 2007	\$192,460,010	\$192,460,010	\$66,118,025	\$29,663,700		\$29,663,700	100.00%
272	RAMP 2004-KR1 [1]	Subprime 2004	\$85,994,251	\$85,994,251	\$49,246,190	\$22,094,190		\$22,094,190	100.00%
273	RAMP 2004-KR1 [2]	Subprime 2004	\$58,544,562	\$58,544,562	\$33,472,339	\$15,017,288		\$15,017,288	100.00%
274	RAMP 2004-KR2 [1]	Subprime 2004	\$63,925,009	\$63,925,009	\$36,582,618	\$16,412,707		\$16,412,707	100.00%
275	RAMP 2004-KR2 [2]	Subprime 2004	\$44,383,741	\$44,383,741	\$25,377,712	\$11,385,652		\$11,385,652	100.00%
276	RAMP 2004-RS1 [1]	Subprime 2004	\$29,380,671	\$29,380,671	\$16,549,236	\$7,424,776	AMBAC - Insurer Exception	\$7,424,776	100.00%
277	RAMP 2004-RS1 [2A]	Subprime 2004	\$40,617,693	\$40,617,693	\$23,260,963	\$10,435,978		\$10,435,978	100.00%
278	RAMP 2004-RS1 [2B]	Subprime 2004	\$26,091,838	\$26,091,838	\$14,962,698	\$6,712,980		\$6,712,980	100.00%
279	RAMP 2004-RS10 [1]	Subprime 2004	\$38,819,123	\$38,819,123	\$21,998,496	\$9,869,575		\$9,869,575	100.00%
280	RAMP 2004-RS10 [2]	Subprime 2004	\$111,445,050	\$111,445,050	\$63,762,807	\$28,607,037		\$28,607,037	100.00%
281	RAMP 2004-RS11 [ALL]	Subprime 2004	\$107,613,913	\$107,613,913	\$61,371,174	\$27,534,036		\$27,534,036	100.00%
282	RAMP 2004-RS12 [1]	Subprime 2004	\$34,409,734	\$34,409,734	\$19,480,480	\$8,739,873		\$8,739,873	100.00%
283	RAMP 2004-RS12 [2]	Subprime 2004	\$86,353,687	\$86,353,687	\$49,376,376	\$22,152,597		\$22,152,597	100.00%
284	RAMP 2004-RS2 [1]	Subprime 2004	\$19,921,568	\$19,921,568	\$11,238,778	\$5,042,252		\$5,042,252	100.00%
285	RAMP 2004-RS2 [2A]	Subprime 2004	\$34,571,030	\$34,571,030	\$19,823,789	\$8,893,897		\$8,893,897	100.00%
286	RAMP 2004-RS2 [2B]	Subprime 2004	\$19,205,710	\$19,205,710	\$11,015,030	\$4,941,868		\$4,941,868	100.00%
287	RAMP 2004-RS3 [1]	Subprime 2004	\$36,014,675	\$36,014,675	\$20,344,296	\$9,127,421		\$9,127,421	100.00%
288	RAMP 2004-RS3 [2]	Subprime 2004	\$7,531,579	\$7,531,579	\$4,315,797	\$1,936,272		\$1,936,272	100.00%
289	RAMP 2004-RS4 [1]	Subprime 2004	\$29,306,260	\$29,306,260	\$16,517,744	\$7,410,648		\$7,410,648	100.00%
290	RAMP 2004-RS4 [2A]	Subprime 2004	\$33,973,280	\$33,973,280	\$19,452,947	\$8,727,520		\$8,727,520	100.00%
291	RAMP 2004-RS4 [2B]	Subprime 2004	\$32,542,213	\$32,542,213	\$18,661,651	\$8,372,507		\$8,372,507	100.00%
292	RAMP 2004-RS5 [1]	Subprime 2004	\$17,682,494	\$17,682,494	\$10,112,627	\$4,537,007	AMBAC	\$4,537,007	100.00%
293	RAMP 2004-RS5 [2A]	Subprime 2004	\$28,685,460	\$28,685,460	\$16,425,900	\$7,369,442		\$7,369,442	100.00%
294	RAMP 2004-RS5 [2B]	Subprime 2004	\$30,019,687	\$30,019,687	\$17,163,648	\$7,700,431		\$7,700,431	100.00%
295	RAMP 2004-RS6 [1]	Subprime 2004	\$24,899,249	\$24,899,249	\$14,035,904	\$6,297,176		\$6,297,176	100.00%
296	RAMP 2004-RS6 [2A]	Subprime 2004	\$47,007,391	\$47,007,391	\$26,902,338	\$12,069,672		\$12,069,672	100.00%
297	RAMP 2004-RS6 [2B]	Subprime 2004	\$16,281,524	\$16,281,524	\$9,309,026	\$4,176,473		\$4,176,473	100.00%
298	RAMP 2004-RS7 [1]	Subprime 2004	\$31,207,692	\$31,207,692	\$17,577,847	\$7,886,261	FGIC	\$7,886,261	100.00%
299	RAMP 2004-RS7 [2A]	Subprime 2004	\$32,717,481	\$32,717,481	\$18,755,504	\$8,414,614	FGIC	\$8,414,614	100.00%
300	RAMP 2004-RS7 [2B]	Subprime 2004	\$29,376,753	\$29,376,753	\$16,841,812	\$7,556,040	FGIC	\$7,556,040	100.00%
301	RAMP 2004-RS7 [3]	Subprime 2004	\$6,748,701	\$6,748,701	\$3,765,712	\$1,689,478	FGIC	\$1,689,478	100.00%
302	RAMP 2004-RS8 [1]	Subprime 2004	\$36,234,187	\$36,234,187	\$20,469,412	\$9,183,555		\$9,183,555	100.00%
303	RAMP 2004-RS8 [2]	Subprime 2004	\$59,601,734	\$59,601,734	\$34,076,432	\$15,288,313		\$15,288,313	100.00%
304	RAMP 2004-RS9 [1]	Subprime 2004	\$25,645,428	\$25,645,428	\$14,596,583	\$6,548,723	AMBAC	\$6,548,723	100.00%
305	RAMP 2004-RS9 [2]	Subprime 2004	\$72,827,221	\$72,827,221	\$41,648,474	\$18,685,492		\$18,685,492	100.00%
306	RAMP 2004-RZ1 [1]	Subprime 2004	\$23,533,534	\$23,533,534	\$13,347,694	\$5,988,412		\$5,988,412	100.00%
307	RAMP 2004-RZ1 [2]	Subprime 2004	\$7,755,378	\$7,755,378	\$4,440,708	\$1,992,313		\$1,992,313	100.00%
308	RAMP 2004-RZ2 [1]	Subprime 2004	\$25,715,420	\$25,715,420	\$14,590,734	\$6,546,099	FGIC	\$6,546,099	100.00%
309	RAMP 2004-RZ2 [2]	Subprime 2004	\$10,299,774	\$10,299,774	\$5,881,618	\$2,638,774		\$2,638,774	100.00%
310	RAMP 2004-RZ3 [1]	Subprime 2004	\$14,970,705	\$14,970,705	\$8,471,384	\$3,800,667		\$3,800,667	100.00%
311	RAMP 2004-RZ3 [2]	Subprime 2004	\$12,444,695	\$12,444,695	\$7,101,170	\$3,185,923		\$3,185,923	100.00%
312	RAMP 2004-RZ4 [ALL]	Subprime 2004	\$26,113,146	\$26,113,146	\$14,841,277	\$6,658,505		\$6,658,505	100.00%
313	RAMP 2004-SL1 [8]	Subprime 2004	\$716,664	\$716,664	\$400,050	\$179,482		\$179,482	100.00%
314	RAMP 2004-SL1 [5]	Subprime 2004	\$32,908	\$32,908	\$18,196	\$8,164		\$8,164	100.00%
315	RAMP 2004-SL1 [4]	Subprime 2004	\$78,823	\$78,823	\$43,613	\$19,567		\$19,567	100.00%
316	RAMP 2004-SL1 [9]	Subprime 2004	\$127,433	\$127,433	\$70,463	\$31,613		\$31,613	100.00%
317	RAMP 2004-SL1 [1]	Subprime 2004	\$4,147,997	\$4,147,997	\$2,365,239	\$1,061,159		\$1,061,159	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
318	RAMP 2004-SL1 [7]	Subprime 2004	\$1,307,687	\$1,307,687	\$734,790	\$329,662		\$329,662	100.00%
319	RAMP 2004-SL1 [6]	Subprime 2004	\$464,953	\$464,953	\$263,403	\$118,175		\$118,175	100.00%
320	RAMP 2004-SL1 [3]	Subprime 2004	\$17,161	\$17,161	\$9,676	\$4,341		\$4,341	100.00%
321	RAMP 2004-SL1 [2]	Subprime 2004	\$16,279	\$16,279	\$9,003	\$4,039		\$4,039	100.00%
322	RAMP 2004-SL2 [1]	Subprime 2004	\$118,389	\$118,389	\$65,977	\$29,600		\$29,600	100.00%
323	RAMP 2004-SL2 [2]	Subprime 2004	\$495,833	\$495,833	\$274,540	\$123,172		\$123,172	100.00%
324	RAMP 2004-SL2 [3]	Subprime 2004	\$1,124,730	\$1,124,730	\$629,941	\$282,622		\$282,622	100.00%
325	RAMP 2004-SL2 [4]	Subprime 2004	\$5,853,802	\$5,853,802	\$3,350,968	\$1,503,404		\$1,503,404	100.00%
326	RAMP 2004-SL3 [1]	Subprime 2004	\$272,919	\$272,919	\$155,993	\$69,986		\$69,986	100.00%
327	RAMP 2004-SL3 [2]	Subprime 2004	\$750,273	\$750,273	\$421,457	\$189,086		\$189,086	100.00%
328	RAMP 2004-SL3 [3]	Subprime 2004	\$406,291	\$406,291	\$227,291	\$101,974		\$101,974	100.00%
329	RAMP 2004-SL3 [4]	Subprime 2004	\$1,699,613	\$1,699,613	\$970,892	\$435,589		\$435,589	100.00%
330	RAMP 2004-SL4 [1]	Subprime 2004	\$49,965	\$49,965	\$27,628	\$12,395		\$12,395	100.00%
331	RAMP 2004-SL4 [2]	Subprime 2004	\$146,088	\$146,088	\$81,723	\$36,665		\$36,665	100.00%
332	RAMP 2004-SL4 [3]	Subprime 2004	\$427,877	\$427,877	\$239,051	\$107,250		\$107,250	100.00%
333	RAMP 2004-SL4 [4]	Subprime 2004	\$419,724	\$419,724	\$236,139	\$105,943		\$105,943	100.00%
334	RAMP 2004-SL4 [5]	Subprime 2004	\$1,397,490	\$1,397,490	\$798,230	\$358,124		\$358,124	100.00%
335	RAMP 2005-EFC1 [1]	Subprime 2005	\$81,230,024	\$81,230,024	\$46,269,508	\$20,758,708		\$20,758,708	100.00%
336	RAMP 2005-EFC1 [2]	Subprime 2005	\$78,183,271	\$78,183,271	\$44,472,560	\$19,952,512		\$19,952,512	100.00%
337	RAMP 2005-EFC2 [ALL]	Subprime 2005	\$119,418,493	\$119,418,493	\$68,027,619	\$30,520,435		\$30,520,435	100.00%
338	RAMP 2005-EFC3 [1]	Subprime 2005	\$71,940,823	\$71,940,823	\$40,997,127	\$18,393,267		\$18,393,267	100.00%
339	RAMP 2005-EFC3 [2]	Subprime 2005	\$63,840,060	\$63,840,060	\$36,285,960	\$16,279,612		\$16,279,612	100.00%
340	RAMP 2005-EFC4 [ALL]	Subprime 2005	\$152,941,006	\$152,941,006	\$87,063,947	\$39,061,039		\$39,061,039	100.00%
341	RAMP 2005-EFC5 [ALL]	Subprime 2005	\$150,993,027	\$150,993,027	\$85,885,725	\$38,532,433		\$38,532,433	100.00%
342	RAMP 2005-EFC6 [1]	Subprime 2005	\$112,541,553	\$112,541,553	\$64,121,105	\$28,767,786		\$28,767,786	100.00%
343	RAMP 2005-EFC6 [2]	Subprime 2005	\$40,125,960	\$40,125,960	\$22,789,661	\$10,224,529		\$10,224,529	100.00%
344	RAMP 2005-EFC7 [1]	Subprime 2005	\$104,231,102	\$104,231,102	\$59,260,643	\$26,587,151	FGIC	\$26,587,151	100.00%
345	RAMP 2005-EFC7 [2]	Subprime 2005	\$49,125,377	\$49,125,377	\$28,053,325	\$12,586,060	FGIC	\$12,586,060	100.00%
346	RAMP 2005-NC1 [1]	Subprime 2005	\$110,756,063	\$110,756,063	\$63,063,482	\$28,293,286	FGIC	\$28,293,286	100.00%
347	RAMP 2005-NC1 [2]	Subprime 2005	\$88,846,303	\$88,846,303	\$50,526,233	\$22,668,478	FGIC	\$22,668,478	100.00%
348	RAMP 2005-RS1 [1]	Subprime 2005	\$40,013,212	\$40,013,212	\$22,557,518	\$10,120,378		\$10,120,378	100.00%
349	RAMP 2005-RS1 [2]	Subprime 2005	\$99,244,735	\$99,244,735	\$56,626,381	\$25,405,295		\$25,405,295	100.00%
350	RAMP 2005-RS2 [1]	Subprime 2005	\$77,934,153	\$77,934,153	\$44,412,110	\$19,925,391		\$19,925,391	100.00%
351	RAMP 2005-RS2 [2]	Subprime 2005	\$27,747,832	\$27,747,832	\$15,776,657	\$7,078,161		\$7,078,161	100.00%
352	RAMP 2005-RS3 [1A]	Subprime 2005	\$48,110,150	\$48,110,150	\$27,306,026	\$12,250,786		\$12,250,786	100.00%
353	RAMP 2005-RS3 [1B]	Subprime 2005	\$48,002,537	\$48,002,537	\$27,246,425	\$12,224,046		\$12,224,046	100.00%
354	RAMP 2005-RS3 [2]	Subprime 2005	\$15,865,140	\$15,865,140	\$8,954,061	\$4,017,219		\$4,017,219	100.00%
355	RAMP 2005-RS4 [ALL]	Subprime 2005	\$87,844,838	\$87,844,838	\$49,928,653	\$22,400,375		\$22,400,375	100.00%
356	RAMP 2005-RS5 [1]	Subprime 2005	\$35,355,963	\$35,355,963	\$20,064,053	\$9,001,691		\$9,001,691	100.00%
357	RAMP 2005-RS5 [2]	Subprime 2005	\$43,562,281	\$43,562,281	\$24,781,593	\$11,118,205		\$11,118,205	100.00%
358	RAMP 2005-RS6 [1]	Subprime 2005	\$99,966,637	\$99,966,637	\$56,839,484	\$25,500,904		\$25,500,904	100.00%
359	RAMP 2005-RS6 [2]	Subprime 2005	\$96,318,412	\$96,318,412	\$54,800,059	\$24,585,921		\$24,585,921	100.00%
360	RAMP 2005-RS7 [ALL]	Subprime 2005	\$90,102,688	\$90,102,688	\$51,047,643	\$22,902,408		\$22,902,408	100.00%
361	RAMP 2005-RS8 [ALL]	Subprime 2005	\$145,694,510	\$145,694,510	\$82,745,251	\$37,123,466		\$37,123,466	100.00%
362	RAMP 2005-RS9 [1]	Subprime 2005	\$128,707,526	\$128,707,526	\$73,039,452	\$32,768,982	FGIC	\$32,768,982	100.00%
363	RAMP 2005-RS9 [2]	Subprime 2005	\$102,007,524	\$102,007,524	\$58,050,438	\$26,044,195	FGIC	\$26,044,195	100.00%
364	RAMP 2005-RZ1 [ALL]	Subprime 2005	\$26,165,060	\$26,165,060	\$14,828,611	\$6,652,822		\$6,652,822	100.00%
365	RAMP 2005-RZ2 [1]	Subprime 2005	\$28,914,220	\$28,914,220	\$16,455,825	\$7,382,868		\$7,382,868	100.00%
366	RAMP 2005-RZ2 [2]	Subprime 2005	\$33,236,706	\$33,236,706	\$18,879,518	\$8,470,252		\$8,470,252	100.00%
367	RAMP 2005-RZ3 [ALL]	Subprime 2005	\$83,350,730	\$83,350,730	\$47,418,698	\$21,274,290		\$21,274,290	100.00%
368	RAMP 2005-RZ4 [ALL]	Subprime 2005	\$109,352,684	\$109,352,684	\$62,236,860	\$27,922,424		\$27,922,424	100.00%
369	RAMP 2005-SL1 [1]	ALT-A 2005	\$316,278	\$316,278	\$122,880	\$55,130		\$55,130	100.00%
370	RAMP 2005-SL1 [2]	ALT-A 2005	\$214,194	\$214,194	\$84,799	\$38,045		\$38,045	100.00%
371	RAMP 2005-SL1 [3]	ALT-A 2005	\$2,366,444	\$2,366,444	\$1,046,003	\$469,287		\$469,287	100.00%
372	RAMP 2005-SL1 [4]	ALT-A 2005	\$1,200,472	\$1,200,472	\$495,942	\$222,503		\$222,503	100.00%
373	RAMP 2005-SL1 [5]	ALT-A 2005	\$1,303,177	\$1,303,177	\$522,877	\$234,588		\$234,588	100.00%
374	RAMP 2005-SL1 [6]	ALT-A 2005	\$1,189,819	\$1,189,819	\$505,205	\$226,659		\$226,659	100.00%
375	RAMP 2005-SL1 [7]	ALT-A 2005	\$7,735,437	\$7,735,437	\$3,359,197	\$1,507,096		\$1,507,096	100.00%
376	RAMP 2005-SL2 [1]	ALT-A 2005	\$302,438	\$302,438	\$117,395	\$52,669		\$52,669	100.00%
377	RAMP 2005-SL2 [2]	ALT-A 2005	\$1,568,381	\$1,568,381	\$687,037	\$308,238		\$308,238	100.00%
378	RAMP 2005-SL2 [3]	ALT-A 2005	\$1,526,436	\$1,526,436	\$632,898	\$283,948		\$283,948	100.00%
379	RAMP 2005-SL2 [4]	ALT-A 2005	\$2,730,339	\$2,730,339	\$1,178,031	\$528,521		\$528,521	100.00%
380	RAMP 2005-SL2 [5]	ALT-A 2005	\$3,089,817	\$3,089,817	\$1,359,518	\$609,945		\$609,945	100.00%
381	RAMP 2006-EFC1 [ALL]	Subprime 2006	\$159,020,291	\$159,020,291	\$88,392,775	\$39,657,215		\$39,657,215	100.00%
382	RAMP 2006-EFC2 [ALL]	Subprime 2006	\$145,961,973	\$145,961,973	\$81,157,809	\$36,411,264		\$36,411,264	100.00%
383	RAMP 2006-NC1 [ALL]	Subprime 2006	\$159,183,181	\$159,183,181	\$88,472,180	\$39,692,840		\$39,692,840	100.00%
384	RAMP 2006-NC2 [ALL]	Subprime 2006	\$240,397,472	\$240,397,472	\$133,627,425	\$59,951,637		\$59,951,637	100.00%
385	RAMP 2006-NC3 [ALL]	Subprime 2006	\$172,536,205	\$172,536,205	\$95,907,796	\$43,028,812		\$43,028,812	100.00%
386	RAMP 2006-RS1 [1]	Subprime 2006	\$198,943,656	\$198,943,656	\$110,600,970	\$49,620,871		\$49,620,871	100.00%
387	RAMP 2006-RS1 [2]	Subprime 2006	\$140,189,776	\$140,189,776	\$77,925,771	\$34,961,218		\$34,961,218	100.00%
388	RAMP 2006-RS2 [ALL]	Subprime 2006	\$238,815,251	\$238,815,251	\$132,767,183	\$59,565,691		\$59,565,691	100.00%
389	RAMP 2006-RS3 [ALL]	Subprime 2006	\$212,508,763	\$212,508,763	\$118,158,671	\$53,011,616	MGIC (Pool Policy)	\$53,011,616	100.00%
390	RAMP 2006-RS4 [ALL]	Subprime 2006	\$339,775,547	\$339,775,547	\$188,863,061	\$84,732,977		\$84,732,977	100.00%
391	RAMP 2006-RS5 [ALL]	Subprime 2006	\$134,828,562	\$134,828,562	\$74,965,711	\$33,633,194		\$33,633,194	100.00%
392	RAMP 2006-RS6 [ALL]	Subprime 2006	\$145,250,766	\$145,250,766	\$80,739,215	\$36,223,463		\$36,223,463	100.00%
393	RAMP 2006-RZ1 [ALL]	Subprime 2006	\$143,042,887	\$143,042,887	\$79,521,655	\$35,677,208		\$35,677,208	100.00%
394	RAMP 2006-RZ2 [ALL]	Subprime 2006	\$131,396,228	\$131,396,228	\$73,032,056	\$32,765,664		\$32,765,664	100.00%
395	RAMP 2006-RZ3 [ALL]	Subprime 2006	\$287,504,926	\$287,504,926	\$159,812,698	\$71,699,599		\$71,699,599	100.00%
396	RAMP 2006-RZ4 [ALL]	Subprime 2006	\$361,348,145	\$361,348,145	\$200,871,269	\$90,120,433		\$90,120,433	100.00%

	A	B	C	D	E	F	G	H	I
1	Debtor's Attributable Portion of Net								
	Names	Cohort	Net All Collateral Losses	Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
397	RAMP 2006-R25 [ALL]	Subprime 2006	\$206,734,353	\$206,734,353	\$114,923,950	\$51,560,366		\$51,560,366	100.00%
398	RAMP 2007-RS1 [ALL]	Subprime 2007	\$180,650,270	\$180,650,270	\$100,451,811	\$45,067,474		\$45,067,474	100.00%
399	RAMP 2007-RS2 [ALL]	Subprime 2007	\$179,097,122	\$179,097,122	\$99,573,802	\$44,673,557		\$44,673,557	100.00%
400	RAMP 2007-RZ1 [ALL]	Subprime 2007	\$144,954,039	\$144,954,039	\$80,584,269	\$36,153,947		\$36,153,947	100.00%
401	RASC 2004-KS1 [1]	Subprime 2004	\$19,904,485	\$19,904,485	\$11,217,544	\$5,032,725		\$5,032,725	100.00%
402	RASC 2004-KS1 [2A]	Subprime 2004	\$16,074,227	\$16,074,227	\$9,191,542	\$4,123,764		\$4,123,764	100.00%
403	RASC 2004-KS1 [2B]	Subprime 2004	\$15,599,526	\$15,599,526	\$8,929,061	\$4,006,002		\$4,006,002	100.00%
404	RASC 2004-KS10 [1]	Subprime 2004	\$26,045,459	\$26,045,459	\$14,849,930	\$6,662,387		\$6,662,387	100.00%
405	RASC 2004-KS10 [2]	Subprime 2004	\$58,726,174	\$58,726,174	\$33,509,155	\$15,033,805		\$15,033,805	100.00%
406	RASC 2004-KS11 [1]	Subprime 2004	\$31,279,904	\$31,279,904	\$17,854,090	\$8,010,196		\$8,010,196	100.00%
407	RASC 2004-KS11 [2]	Subprime 2004	\$30,590,675	\$30,590,675	\$17,466,210	\$7,836,175		\$7,836,175	100.00%
408	RASC 2004-KS12 [1]	Subprime 2004	\$26,629,178	\$26,629,178	\$15,220,991	\$6,828,863		\$6,828,863	100.00%
409	RASC 2004-KS12 [2]	Subprime 2004	\$24,751,366	\$24,751,366	\$14,119,399	\$6,334,636		\$6,334,636	100.00%
410	RASC 2004-KS2 [1]	Subprime 2004	\$23,454,882	\$23,454,882	\$13,228,959	\$5,935,142		\$5,935,142	100.00%
411	RASC 2004-KS2 [2A]	Subprime 2004	\$17,871,521	\$17,871,521	\$10,224,920	\$4,587,387		\$4,587,387	100.00%
412	RASC 2004-KS2 [2B]	Subprime 2004	\$17,777,457	\$17,777,457	\$10,172,945	\$4,564,068		\$4,564,068	100.00%
413	RASC 2004-KS3 [1]	Subprime 2004	\$15,563,536	\$15,563,536	\$8,759,851	\$3,930,087		\$3,930,087	100.00%
414	RASC 2004-KS3 [2A]	Subprime 2004	\$14,157,504	\$14,157,504	\$8,093,478	\$3,631,120		\$3,631,120	100.00%
415	RASC 2004-KS3 [2B]	Subprime 2004	\$14,075,780	\$14,075,780	\$8,048,290	\$3,610,847		\$3,610,847	100.00%
416	RASC 2004-KS4 [1]	Subprime 2004	\$16,176,240	\$16,176,240	\$9,153,243	\$4,106,581	AMBAC	\$4,106,581	100.00%
417	RASC 2004-KS4 [2A]	Subprime 2004	\$21,183,761	\$21,183,761	\$12,116,244	\$5,435,925	AMBAC	\$5,435,925	100.00%
418	RASC 2004-KS4 [2B]	Subprime 2004	\$20,412,175	\$20,412,175	\$11,686,311	\$5,243,037	AMBAC	\$5,243,037	100.00%
419	RASC 2004-KS5 [1]	Subprime 2004	\$24,177,040	\$24,177,040	\$13,581,714	\$6,093,405		\$6,093,405	100.00%
420	RASC 2004-KS5 [2A]	Subprime 2004	\$25,176,509	\$25,176,509	\$14,388,483	\$6,455,360		\$6,455,360	100.00%
421	RASC 2004-KS5 [2B]	Subprime 2004	\$24,431,449	\$24,431,449	\$13,976,509	\$6,270,528		\$6,270,528	100.00%
422	RASC 2004-KS6 [1]	Subprime 2004	\$19,572,769	\$19,572,769	\$11,033,061	\$4,949,957		\$4,949,957	100.00%
423	RASC 2004-KS6 [2A]	Subprime 2004	\$26,575,817	\$26,575,817	\$15,205,535	\$6,821,928		\$6,821,928	100.00%
424	RASC 2004-KS6 [2B]	Subprime 2004	\$26,639,291	\$26,639,291	\$15,240,631	\$6,837,674		\$6,837,674	100.00%
425	RASC 2004-KS7 [1]	Subprime 2004	\$17,950,455	\$17,950,455	\$10,117,443	\$4,539,167	FGIC	\$4,539,167	100.00%
426	RASC 2004-KS7 [2A]	Subprime 2004	\$18,698,981	\$18,698,981	\$10,683,418	\$4,793,091	FGIC	\$4,793,091	100.00%
427	RASC 2004-KS7 [2B]	Subprime 2004	\$19,160,076	\$19,160,076	\$10,938,376	\$4,907,477	FGIC	\$4,907,477	100.00%
428	RASC 2004-KS8 [1]	Subprime 2004	\$21,103,817	\$21,103,817	\$11,915,800	\$5,345,996		\$5,345,996	100.00%
429	RASC 2004-KS8 [2]	Subprime 2004	\$27,836,805	\$27,836,805	\$15,937,260	\$7,150,215		\$7,150,215	100.00%
430	RASC 2004-KS9 [1]	Subprime 2004	\$12,933,296	\$12,933,296	\$7,285,102	\$3,268,444	FGIC	\$3,268,444	100.00%
431	RASC 2004-KS9 [2]	Subprime 2004	\$27,657,220	\$27,657,220	\$15,795,876	\$7,086,783	FGIC	\$7,086,783	100.00%
432	RASC 2005-AHL1 [ALL]	Subprime 2005	\$103,874,351	\$103,874,351	\$59,207,687	\$26,563,392		\$26,563,392	100.00%
433	RASC 2005-AHL2 [ALL]	Subprime 2005	\$107,034,163	\$107,034,163	\$60,940,420	\$27,340,779		\$27,340,779	100.00%
434	RASC 2005-AHL3 [ALL]	Subprime 2005	\$130,010,244	\$130,010,244	\$74,034,571	\$33,215,440		\$33,215,440	100.00%
435	RASC 2005-EMX1 [1]	Subprime 2005	\$37,572,738	\$37,572,738	\$21,294,697	\$9,553,817		\$9,553,817	100.00%
436	RASC 2005-EMX1 [2]	Subprime 2005	\$32,878,238	\$32,878,238	\$18,625,599	\$8,356,332		\$8,356,332	100.00%
437	RASC 2005-EMX2 [ALL]	Subprime 2005	\$84,960,449	\$84,960,449	\$48,198,745	\$21,624,256		\$21,624,256	100.00%
438	RASC 2005-EMX3 [1]	Subprime 2005	\$71,000,852	\$71,000,852	\$40,449,221	\$18,147,450		\$18,147,450	100.00%
439	RASC 2005-EMX3 [2]	Subprime 2005	\$65,157,616	\$65,157,616	\$37,044,497	\$16,619,928		\$16,619,928	100.00%
440	RASC 2005-EMX4 [ALL]	Subprime 2005	\$122,681,529	\$122,681,529	\$69,852,374	\$31,339,107		\$31,339,107	100.00%
441	RASC 2005-EMX5 [ALL]	Subprime 2005	\$94,864,077	\$94,864,077	\$54,132,301	\$24,286,332	FGIC	\$24,286,332	100.00%
442	RASC 2005-KS1 [ALL]	Subprime 2005	\$73,646,522	\$73,646,522	\$41,915,256	\$18,805,183		\$18,805,183	100.00%
443	RASC 2005-KS10 [1]	Subprime 2005	\$171,311,874	\$171,311,874	\$97,677,210	\$43,822,655		\$43,822,655	100.00%
444	RASC 2005-KS10 [2]	Subprime 2005	\$140,890,348	\$140,890,348	\$80,136,337	\$35,952,983		\$35,952,983	100.00%
445	RASC 2005-KS11 [1]	Subprime 2005	\$176,516,655	\$176,516,655	\$100,578,643	\$45,124,376		\$45,124,376	100.00%
446	RASC 2005-KS11 [2]	Subprime 2005	\$163,366,685	\$163,366,685	\$92,900,059	\$41,679,397		\$41,679,397	100.00%
447	RASC 2005-KS12 [ALL]	Subprime 2005	\$296,784,489	\$296,784,489	\$169,069,831	\$75,852,790		\$75,852,790	100.00%
448	RASC 2005-KS2 [1]	Subprime 2005	\$28,043,559	\$28,043,559	\$15,972,886	\$7,166,199		\$7,166,199	100.00%
449	RASC 2005-KS2 [2]	Subprime 2005	\$32,780,459	\$32,780,459	\$18,653,018	\$8,368,634		\$8,368,634	100.00%
450	RASC 2005-KS3 [ALL]	Subprime 2005	\$53,245,885	\$53,245,885	\$30,304,510	\$13,596,048		\$13,596,048	100.00%
451	RASC 2005-KS4 [ALL]	Subprime 2005	\$56,221,454	\$56,221,454	\$31,990,699	\$14,352,554		\$14,352,554	100.00%
452	RASC 2005-KS5 [ALL]	Subprime 2005	\$59,799,933	\$59,799,933	\$34,049,613	\$15,276,280		\$15,276,280	100.00%
453	RASC 2005-KS6 [ALL]	Subprime 2005	\$99,775,494	\$99,775,494	\$56,769,116	\$25,469,333		\$25,469,333	100.00%
454	RASC 2005-KS7 [ALL]	Subprime 2005	\$72,001,341	\$72,001,341	\$40,954,590	\$18,374,183		\$18,374,183	100.00%
455	RASC 2005-KS8 [ALL]	Subprime 2005	\$232,230,541	\$232,230,541	\$132,119,180	\$59,274,966		\$59,274,966	100.00%
456	RASC 2005-KS9 [ALL]	Subprime 2005	\$98,652,592	\$98,652,592	\$56,075,559	\$25,158,170		\$25,158,170	100.00%
457	RASC 2006-EMX1 [ALL]	Subprime 2006	\$124,261,748	\$124,261,748	\$69,068,194	\$30,987,286		\$30,987,286	100.00%
458	RASC 2006-EMX2 [ALL]	Subprime 2006	\$180,566,630	\$180,566,630	\$100,359,091	\$45,025,875		\$45,025,875	100.00%
459	RASC 2006-EMX3 [ALL]	Subprime 2006	\$286,788,012	\$286,788,012	\$159,392,682	\$71,511,160		\$71,511,160	100.00%
460	RASC 2006-EMX4 [ALL]	Subprime 2006	\$268,490,087	\$268,490,087	\$149,222,797	\$66,948,464		\$66,948,464	100.00%
461	RASC 2006-EMX5 [ALL]	Subprime 2006	\$248,959,683	\$248,959,683	\$138,368,530	\$62,078,722		\$62,078,722	100.00%
462	RASC 2006-EMX6 [ALL]	Subprime 2006	\$276,425,960	\$276,425,960	\$153,642,481	\$68,931,346		\$68,931,346	100.00%
463	RASC 2006-EMX7 [ALL]	Subprime 2006	\$228,850,653	\$228,850,653	\$127,197,596	\$57,066,908		\$57,066,908	100.00%
464	RASC 2006-EMX8 [1]	Subprime 2006	\$207,689,925	\$207,689,925	\$115,436,290	\$51,790,226		\$51,790,226	100.00%
465	RASC 2006-EMX8 [2]	Subprime 2006	\$137,339,142	\$137,339,142	\$76,338,928	\$34,249,284		\$34,249,284	100.00%
466	RASC 2006-EMX9 [1]	Subprime 2006	\$240,972,156	\$240,972,156	\$133,946,953	\$60,094,992		\$60,094,992	100.00%
467	RASC 2006-EMX9 [2]	Subprime 2006	\$128,518,239	\$128,518,239	\$71,437,581	\$32,050,306		\$32,050,306	100.00%
468	RASC 2006-KS1 [ALL]	Subprime 2006	\$225,981,412	\$225,981,412	\$125,616,553	\$56,357,577		\$56,357,577	100.00%
469	RASC 2006-KS2 [ALL]	Subprime 2006	\$275,779,387	\$275,779,387	\$153,291,894	\$68,774,055		\$68,774,055	100.00%
470	RASC 2006-KS3 [1]	Subprime 2006	\$269,793,914	\$269,793,914	\$149,949,690	\$67,274,583		\$67,274,583	100.00%
471	RASC 2006-KS3 [2]	Subprime 2006	\$80,973,990	\$80,973,990	\$45,011,248	\$20,194,193		\$20,194,193	100.00%
472	RASC 2006-KS4 [ALL]	Subprime 2006	\$221,554,442	\$221,554,442	\$123,159,629	\$55,255,284		\$55,255,284	100.00%
473	RASC 2006-KS5 [ALL]	Subprime 2006	\$245,259,431	\$245,259,431	\$136,339,723	\$61,168,503		\$61,168,503	100.00%
474	RASC 2006-KS6 [ALL]	Subprime 2006	\$196,773,592	\$196,773,592	\$109,388,963	\$49,077,107		\$49,077,107	100.00%
475	RASC 2006-KS7 [ALL]	Subprime 2006	\$198,312,428	\$198,312,428	\$110,252,728	\$49,464,632		\$49,464,632	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
476	RASC 2006-KS8 [ALL]	Subprime 2006	\$213,273,867	\$213,273,867	\$118,570,585	\$53,196,420		\$53,196,420	100.00%
477	RASC 2006-KS9 [1]	Subprime 2006	\$452,246,235	\$452,246,235	\$251,400,295	\$112,790,164		\$112,790,164	100.00%
478	RASC 2006-KS9 [2]	Subprime 2006	\$82,872,091	\$82,872,091	\$46,066,852	\$20,667,787		\$20,667,787	100.00%
479	RASC 2007-EMX1 [1]	Subprime 2007	\$155,684,154	\$155,684,154	\$86,556,161	\$38,833,223		\$38,833,223	100.00%
480	RASC 2007-EMX1 [2]	Subprime 2007	\$135,536,423	\$135,536,423	\$75,356,629	\$33,808,578	FGIC	\$33,808,578	100.00%
481	RASC 2007-KS1 [ALL]	Subprime 2007	\$177,948,543	\$177,948,543	\$98,934,561	\$44,386,763		\$44,386,763	100.00%
482	RASC 2007-KS2 [1]	Subprime 2007	\$372,130,813	\$372,130,813	\$206,876,757	\$92,814,781		\$92,814,781	100.00%
483	RASC 2007-KS2 [2]	Subprime 2007	\$93,484,429	\$93,484,429	\$51,978,982	\$23,320,250		\$23,320,250	100.00%
484	RASC 2007-KS3 [1]	Subprime 2007	\$513,035,349	\$513,035,349	\$285,244,594	\$127,974,330		\$127,974,330	100.00%
485	RASC 2007-KS3 [2]	Subprime 2007	\$94,929,053	\$94,929,053	\$52,786,719	\$23,682,640		\$23,682,640	100.00%
486	RASC 2007-KS4 [ALL]	Subprime 2007	\$121,561,440	\$121,561,440	\$67,577,877	\$30,318,659		\$30,318,659	100.00%
487	RFMS2 2004-H1 [ALL]	Second Lien 2004	\$29,067,274	\$29,067,274	\$15,797,164	\$7,087,361		\$7,087,361	100.00%
488	RFMS2 2004-H2 [ALL]	Second Lien 2004	\$40,589,877	\$40,589,877	\$22,057,373	\$9,895,989	FGIC	\$9,895,989	100.00%
489	RFMS2 2004-H3 [ALL]	Second Lien 2004	\$34,882,879	\$34,882,879	\$19,008,197	\$8,527,984	FGIC	\$8,527,984	100.00%
490	RFMS2 2004-HS1 [1]	CE5 2004	\$9,367,472	\$9,367,472	\$3,641,172	\$1,633,604	FGIC	\$1,633,604	100.00%
491	RFMS2 2004-HS1 [2]	CE5 2004	\$5,299,340	\$5,299,340	\$2,065,774	\$926,805	FGIC	\$926,805	100.00%
492	RFMS2 2004-HS2 [1]	CE5 2004	\$9,851,983	\$9,851,983	\$3,835,507	\$1,720,791	MBIA	\$0	100.00%
493	RFMS2 2004-HS2 [2]	CE5 2004	\$10,507,019	\$10,507,019	\$4,082,467	\$1,831,589	MBIA	\$0	100.00%
494	RFMS2 2004-HS3 [ALL]	CE5 2004	\$11,688,112	\$11,688,112	\$4,539,215	\$2,036,508	FGIC	\$2,036,508	100.00%
495	RFMS2 2005-H1 [ALL]	Second Lien 2005	\$42,101,490	\$42,101,490	\$23,090,697	\$10,359,588	FGIC	\$10,359,588	100.00%
496	RFMS2 2005-H2 [ALL]	Second Lien 2005	\$47,190,282	\$47,190,282	\$26,028,238	\$11,677,509		\$11,677,509	100.00%
497	RFMS2 2005-H3 [ALL]	Second Lien 2005	\$51,159,961	\$51,159,961	\$28,347,534	\$12,718,056		\$12,718,056	100.00%
498	RFMS2 2005-HS1 [1]	CE5 2005	\$59,788,118	\$59,788,118	\$22,920,616	\$10,283,282	FGIC	\$10,283,282	100.00%
499	RFMS2 2005-HS1 [2]	CE5 2005	\$44,010,796	\$44,010,796	\$17,154,290	\$7,696,233	FGIC	\$7,696,233	100.00%
500	RFMS2 2005-HS2 [1]	CE5 2005	\$44,966,151	\$44,966,151	\$17,412,906	\$7,812,260	FGIC	\$7,812,260	100.00%
501	RFMS2 2005-HS2 [2]	CE5 2005	\$34,972,923	\$34,972,923	\$13,693,958	\$6,143,763	FGIC	\$6,143,763	100.00%
502	RFMS2 2005-HSA1 [1]	CE5 2005	\$23,142,910	\$23,142,910	\$9,102,978	\$4,084,030	FGIC	\$4,084,030	100.00%
503	RFMS2 2005-HSA1 [2]	CE5 2005	\$16,251,358	\$16,251,358	\$6,396,187	\$2,869,635	FGIC	\$2,869,635	100.00%
504	RFMS2 2006-H1 [ALL]	Second Lien 2006	\$63,288,600	\$63,288,600	\$31,213,000	\$14,003,641		\$14,003,641	100.00%
505	RFMS2 2006-H2 [ALL]	Second Lien 2006	\$69,589,653	\$69,589,653	\$34,293,493	\$15,385,697	FGIC	\$15,385,697	100.00%
506	RFMS2 2006-H3 [ALL]	Second Lien 2006	\$72,240,315	\$72,240,315	\$35,626,510	\$15,983,752	FGIC	\$15,983,752	100.00%
507	RFMS2 2006-H4 [ALL]	Second Lien 2006	\$89,713,773	\$89,713,773	\$44,205,531	\$19,832,710	FGIC	\$19,832,710	100.00%
508	RFMS2 2006-H5 [ALL]	Second Lien 2006	\$84,032,631	\$84,032,631	\$41,409,834	\$18,578,426	FGIC	\$18,578,426	100.00%
509	RFMS2 2006-HSA1 [ALL]	CE5 2006	\$70,178,784	\$70,178,784	\$36,895,342	\$16,553,010	FGIC	\$16,553,010	100.00%
510	RFMS2 2006-HSA2 [1]	CE5 2006	\$41,461,652	\$41,461,652	\$21,711,823	\$9,740,959	FGIC	\$9,740,959	100.00%
511	RFMS2 2006-HSA2 [2]	CE5 2006	\$32,433,678	\$32,433,678	\$16,922,877	\$7,592,410	FGIC	\$7,592,410	100.00%
512	RFMS2 2006-HSA3 [ALL]	Second Lien 2006	\$15,362,129	\$15,362,129	\$7,599,899	\$3,409,677	FSA	\$0	100.00%
513	RFMS2 2006-HSA4 [ALL]	Second Lien 2006	\$39,270,403	\$39,270,403	\$19,403,627	\$8,705,392	MBIA	\$0	100.00%
514	RFMS2 2006-HSA5 [ALL]	Second Lien 2006	\$24,828,284	\$24,828,284	\$12,274,313	\$5,506,842	MBIA	\$0	100.00%
515	RFMS2 2007-H1 [ALL]	Second Lien 2007	\$91,281,474	\$91,281,474	\$44,979,154	\$20,179,794	FGIC	\$20,179,794	100.00%
516	RFMS2 2007-HSA1 [ALL]	Second Lien 2007	\$58,319,595	\$58,319,595	\$28,873,736	\$12,954,135	MBIA	\$0	100.00%
517	RFMS2 2007-HSA2 [ALL]	CE5 2007	\$45,700,053	\$45,700,053	\$24,889,271	\$11,166,514	MBIA	\$0	100.00%
518	RFMS2 2007-HSA3 [1]	Second Lien 2007	\$48,838,299	\$48,838,299	\$24,128,088	\$10,825,011	MBIA	\$0	100.00%
519	RFMS2 2007-HSA3 [2]	Second Lien 2007	\$10,140,903	\$10,140,903	\$5,070,197	\$2,274,732	MBIA	\$0	100.00%
520	RFMSI 2004-PS1 [ALL]	Prime 2004	\$146,369	\$146,369	\$87,498	\$39,256		\$39,256	100.00%
521	RFMSI 2004-S1 [ALL]	Prime 2004	\$1,124,681	\$1,124,681	\$623,808	\$279,870		\$279,870	100.00%
522	RFMSI 2004-S2 [ALL]	Prime 2004	\$1,676,332	\$1,676,332	\$917,406	\$411,592	Radian - Insurer Exception	\$411,592	100.00%
523	RFMSI 2004-S3 [ALL]	Prime 2004	\$265,438	\$265,438	\$154,960	\$69,522		\$69,522	100.00%
524	RFMSI 2004-S4 [1]	Prime 2004	\$1,457,421	\$1,457,421	\$806,238	\$361,717	MBIA - Insurer Exception	\$361,717	100.00%
525	RFMSI 2004-S4 [2]	Prime 2004	\$492,188	\$492,188	\$294,180	\$131,983		\$131,983	100.00%
526	RFMSI 2004-S5 [1]	Prime 2004	\$1,535,168	\$1,535,168	\$843,206	\$378,303		\$378,303	100.00%
527	RFMSI 2004-S5 [2]	Prime 2004	\$294,218	\$294,218	\$173,104	\$77,663		\$77,663	100.00%
528	RFMSI 2004-S6 [1]	Prime 2004	\$906,458	\$906,458	\$517,651	\$232,243		\$232,243	100.00%
529	RFMSI 2004-S6 [3]	Prime 2004	\$528,878	\$528,878	\$299,722	\$134,470		\$134,470	100.00%
530	RFMSI 2004-S6 [2]	Prime 2004	\$1,613,495	\$1,613,495	\$837,100	\$375,563		\$375,563	100.00%
531	RFMSI 2004-S7 [ALL]	Prime 2004	\$218,428	\$218,428	\$130,546	\$58,569		\$58,569	100.00%
532	RFMSI 2004-S8 [ALL]	Prime 2004	\$2,014,217	\$2,014,217	\$1,043,772	\$468,286		\$468,286	100.00%
533	RFMSI 2004-S9 [1]	Prime 2004	\$5,050,274	\$5,050,274	\$2,615,694	\$1,173,525		\$1,173,525	100.00%
534	RFMSI 2004-S9 [2]	Prime 2004	\$1,113,819	\$1,113,819	\$542,199	\$243,256		\$243,256	100.00%
535	RFMSI 2004-SA1 [1]	Prime 2004	\$538,599	\$538,599	\$258,924	\$116,166		\$116,166	100.00%
536	RFMSI 2004-SA1 [2]	Prime 2004	\$2,186,473	\$2,186,473	\$1,155,425	\$518,379		\$518,379	100.00%
537	RFMSI 2004-SA1 [3]	Prime 2004	\$366,289	\$366,289	\$205,702	\$92,288		\$92,288	100.00%
538	RFMSI 2005-S1 [1]	Prime 2005	\$5,020,073	\$5,020,073	\$2,571,451	\$1,153,676		\$1,153,676	100.00%
539	RFMSI 2005-S1 [2]	Prime 2005	\$1,325,470	\$1,325,470	\$713,592	\$320,151		\$320,151	100.00%
540	RFMSI 2005-S2 [ALL]	Prime 2005	\$5,312,528	\$5,312,528	\$2,672,784	\$1,199,139	FGIC - Insurer Exception	\$1,199,139	100.00%
541	RFMSI 2005-S3 [ALL]	Prime 2005	\$499,929	\$499,929	\$282,445	\$126,718		\$126,718	100.00%
542	RFMSI 2005-S4 [ALL]	Prime 2005	\$6,672,692	\$6,672,692	\$3,417,486	\$1,533,247		\$1,533,247	100.00%
543	RFMSI 2005-S5 [ALL]	Prime 2005	\$5,469,164	\$5,469,164	\$2,769,456	\$1,242,510	Assured Guaranty - Insurer Exception	\$1,242,510	100.00%
544	RFMSI 2005-S6 [ALL]	Prime 2005	\$7,627,544	\$7,627,544	\$4,014,295	\$1,801,004		\$1,801,004	100.00%
545	RFMSI 2005-S7 [ALL]	Prime 2005	\$14,679,025	\$14,679,025	\$6,944,878	\$3,115,804	FGIC - Insurer Exception	\$3,115,804	100.00%
546	RFMSI 2005-S8 [ALL]	Prime 2005	\$12,223,392	\$12,223,392	\$6,021,888	\$2,701,706		\$2,701,706	100.00%
547	RFMSI 2005-S9 [ALL]	Prime 2005	\$17,604,957	\$17,604,957	\$8,233,430	\$3,693,909		\$3,693,909	100.00%
548	RFMSI 2005-SA1 [1]	Prime 2005	\$2,874,527	\$2,874,527	\$1,292,167	\$579,728		\$579,728	100.00%
549	RFMSI 2005-SA1 [2]	Prime 2005	\$2,469,303	\$2,469,303	\$1,297,181	\$581,977		\$581,977	100.00%
550	RFMSI 2005-SA1 [3]	Prime 2005	\$3,413,022	\$3,413,022	\$1,823,699	\$818,198		\$818,198	100.00%
551	RFMSI 2005-SA2 [1]	Prime 2005	\$3,652,574	\$3,652,574	\$1,727,506	\$775,041		\$775,041	100.00%
552	RFMSI 2005-SA2 [2]	Prime 2005	\$10,565,613	\$10,565,613	\$5,412,228	\$2,428,183		\$2,428,183	100.00%
553	RFMSI 2005-SA2 [3]	Prime 2005	\$4,141,131	\$4,141,131	\$2,178,149	\$977,221		\$977,221	100.00%
554	RFMSI 2005-SA2 [4]	Prime 2005	\$1,102,711	\$1,102,711	\$639,251	\$286,798		\$286,798	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
555	RFMSI 2005-SA2 [5]	Prime 2005	\$2,774,800	\$2,774,800	\$1,272,274	\$570,803		\$570,803	100.00%
556	RFMSI 2005-SA2 [6]	Prime 2005	\$3,842,039	\$3,842,039	\$1,911,894	\$857,767		\$857,767	100.00%
557	RFMSI 2005-SA3 [1]	Prime 2005	\$12,796,549	\$12,796,549	\$6,036,584	\$2,708,299		\$2,708,299	100.00%
558	RFMSI 2005-SA3 [2]	Prime 2005	\$15,492,503	\$15,492,503	\$7,831,515	\$3,513,591		\$3,513,591	100.00%
559	RFMSI 2005-SA3 [3]	Prime 2005	\$5,906,129	\$5,906,129	\$2,979,226	\$1,336,623		\$1,336,623	100.00%
560	RFMSI 2005-SA3 [4]	Prime 2005	\$5,232,299	\$5,232,299	\$2,804,979	\$1,258,447		\$1,258,447	100.00%
561	RFMSI 2005-SA4 [1I]	Prime 2005	\$5,796,521	\$5,796,521	\$2,791,939	\$1,252,597		\$1,252,597	100.00%
562	RFMSI 2005-SA4 [12]	Prime 2005	\$10,802,144	\$10,802,144	\$5,119,572	\$2,296,884		\$2,296,884	100.00%
563	RFMSI 2005-SA4 [13]	Prime 2005	\$1,637,993	\$1,637,993	\$798,881	\$358,416		\$358,416	100.00%
564	RFMSI 2005-SA4 [11I]	Prime 2005	\$27,087,674	\$27,087,674	\$13,226,901	\$5,934,218		\$5,934,218	100.00%
565	RFMSI 2005-SA4 [112]	Prime 2005	\$14,947,649	\$14,947,649	\$7,828,330	\$3,512,162		\$3,512,162	100.00%
566	RFMSI 2005-SA5 [1]	Prime 2005	\$10,653,187	\$10,653,187	\$4,915,295	\$2,205,236		\$2,205,236	100.00%
567	RFMSI 2005-SA5 [2]	Prime 2005	\$16,468,109	\$16,468,109	\$7,911,440	\$3,549,449		\$3,549,449	100.00%
568	RFMSI 2005-SA5 [3]	Prime 2005	\$6,272,819	\$6,272,819	\$3,114,023	\$1,397,099		\$1,397,099	100.00%
569	RFMSI 2006-S1 [1]	Prime 2006	\$16,090,685	\$16,090,685	\$5,767,133	\$2,587,411		\$2,587,411	100.00%
570	RFMSI 2006-S1 [2]	Prime 2006	\$9,469,261	\$9,469,261	\$3,404,087	\$1,527,236		\$1,527,236	100.00%
571	RFMSI 2006-S10 [1]	Prime 2006	\$57,211,783	\$57,211,783	\$20,607,014	\$9,245,289		\$9,245,289	100.00%
572	RFMSI 2006-S10 [2]	Prime 2006	\$6,495,275	\$6,495,275	\$2,316,494	\$1,039,290		\$1,039,290	100.00%
573	RFMSI 2006-S11 [ALL]	Prime 2006	\$44,443,729	\$44,443,729	\$15,997,010	\$7,177,022		\$7,177,022	100.00%
574	RFMSI 2006-S12 [I]	Prime 2006	\$1,399,478	\$1,399,478	\$492,168	\$220,810		\$220,810	100.00%
575	RFMSI 2006-S12 [II]	Prime 2006	\$49,612,356	\$49,612,356	\$17,811,667	\$7,991,163		\$7,991,163	100.00%
576	RFMSI 2006-S12 [III]	Prime 2006	\$30,387,587	\$30,387,587	\$10,924,449	\$4,901,229		\$4,901,229	100.00%
577	RFMSI 2006-S2 [ALL]	Prime 2006	\$19,792,392	\$19,792,392	\$7,116,729	\$3,192,904		\$3,192,904	100.00%
578	RFMSI 2006-S3 [ALL]	Prime 2006	\$29,079,076	\$29,079,076	\$10,476,944	\$4,700,457		\$4,700,457	100.00%
579	RFMSI 2006-S4 [ALL]	Prime 2006	\$22,071,738	\$22,071,738	\$7,923,935	\$3,555,055		\$3,555,055	100.00%
580	RFMSI 2006-S5 [ALL]	Prime 2006	\$54,693,301	\$54,693,301	\$19,696,279	\$8,836,690		\$8,836,690	100.00%
581	RFMSI 2006-S6 [ALL]	Prime 2006	\$49,382,385	\$49,382,385	\$17,815,384	\$7,992,831		\$7,992,831	100.00%
582	RFMSI 2006-S7 [ALL]	Prime 2006	\$37,706,573	\$37,706,573	\$13,588,282	\$6,096,351		\$6,096,351	100.00%
583	RFMSI 2006-S8 [ALL]	Prime 2006	\$32,108,589	\$32,108,589	\$11,549,042	\$5,181,451		\$5,181,451	100.00%
584	RFMSI 2006-S9 [ALL]	Prime 2006	\$30,560,226	\$30,560,226	\$11,013,905	\$4,941,363		\$4,941,363	100.00%
585	RFMSI 2006-SA1 [1]	Prime 2006	\$29,541,450	\$29,541,450	\$10,667,671	\$4,786,026		\$4,786,026	100.00%
586	RFMSI 2006-SA1 [2]	Prime 2006	\$5,532,410	\$5,532,410	\$1,994,519	\$894,837		\$894,837	100.00%
587	RFMSI 2006-SA2 [1]	Prime 2006	\$10,648,834	\$10,648,834	\$3,846,860	\$1,725,885		\$1,725,885	100.00%
588	RFMSI 2006-SA2 [2]	Prime 2006	\$75,768,791	\$75,768,791	\$27,429,233	\$12,306,062		\$12,306,062	100.00%
589	RFMSI 2006-SA2 [3]	Prime 2006	\$12,779,803	\$12,779,803	\$4,595,046	\$2,061,557		\$2,061,557	100.00%
590	RFMSI 2006-SA2 [4]	Prime 2006	\$9,641,939	\$9,641,939	\$3,437,387	\$1,542,176		\$1,542,176	100.00%
591	RFMSI 2006-SA3 [1]	Prime 2006	\$2,864,816	\$2,864,816	\$1,032,254	\$463,119		\$463,119	100.00%
592	RFMSI 2006-SA3 [2]	Prime 2006	\$19,338,635	\$19,338,635	\$6,981,735	\$3,132,339		\$3,132,339	100.00%
593	RFMSI 2006-SA3 [3]	Prime 2006	\$10,738,786	\$10,738,786	\$3,876,633	\$1,739,243		\$1,739,243	100.00%
594	RFMSI 2006-SA3 [4]	Prime 2006	\$6,627,569	\$6,627,569	\$2,378,152	\$1,066,953		\$1,066,953	100.00%
595	RFMSI 2006-SA4 [1]	Prime 2006	\$3,006,723	\$3,006,723	\$1,089,925	\$488,992		\$488,992	100.00%
596	RFMSI 2006-SA4 [2]	Prime 2006	\$24,095,438	\$24,095,438	\$8,718,913	\$3,911,720		\$3,911,720	100.00%
597	RFMSI 2006-SA4 [3]	Prime 2006	\$12,629,024	\$12,629,024	\$4,572,222	\$2,051,317		\$2,051,317	100.00%
598	RFMSI 2007-S1 [ALL]	Prime 2007	\$43,925,697	\$43,925,697	\$15,789,882	\$7,084,094		\$7,084,094	100.00%
599	RFMSI 2007-S2 [ALL]	Prime 2007	\$40,886,238	\$40,886,238	\$14,682,107	\$6,587,093		\$6,587,093	100.00%
600	RFMSI 2007-S3 [1]	Prime 2007	\$52,468,991	\$52,468,991	\$18,898,687	\$8,478,852		\$8,478,852	100.00%
601	RFMSI 2007-S3 [2]	Prime 2007	\$941,275	\$941,275	\$333,011	\$149,404		\$149,404	100.00%
602	RFMSI 2007-S4 [ALL]	Prime 2007	\$31,192,233	\$31,192,233	\$11,221,345	\$5,034,430		\$5,034,430	100.00%
603	RFMSI 2007-S5 [ALL]	Prime 2007	\$47,491,017	\$47,491,017	\$17,031,643	\$7,641,207		\$7,641,207	100.00%
604	RFMSI 2007-S6 [1]	Prime 2007	\$42,315,056	\$42,315,056	\$15,238,989	\$6,836,937		\$6,836,937	100.00%
605	RFMSI 2007-S6 [2]	Prime 2007	\$34,381,957	\$34,381,957	\$12,386,665	\$5,557,249		\$5,557,249	100.00%
606	RFMSI 2007-S7 [ALL]	Prime 2007	\$41,373,718	\$41,373,718	\$14,874,313	\$6,673,326		\$6,673,326	100.00%
607	RFMSI 2007-S8 [1]	Prime 2007	\$46,198,891	\$46,198,891	\$16,650,252	\$7,470,097		\$7,470,097	100.00%
608	RFMSI 2007-S8 [2]	Prime 2007	\$2,203,685	\$2,203,685	\$786,774	\$352,984		\$352,984	100.00%
609	RFMSI 2007-S9 [1]	Prime 2007	\$15,336,106	\$15,336,106	\$5,530,596	\$2,481,289		\$2,481,289	100.00%
610	RFMSI 2007-S9 [2]	Prime 2007	\$799,247	\$799,247	\$281,172	\$126,147		\$126,147	100.00%
611	RFMSI 2007-SA1 [1]	Prime 2007	\$1,684,146	\$1,684,146	\$605,786	\$271,785		\$271,785	100.00%
612	RFMSI 2007-SA1 [2]	Prime 2007	\$30,551,954	\$30,551,954	\$11,062,810	\$4,963,304		\$4,963,304	100.00%
613	RFMSI 2007-SA1 [3]	Prime 2007	\$10,757,394	\$10,757,394	\$3,884,554	\$1,742,796		\$1,742,796	100.00%
614	RFMSI 2007-SA1 [4]	Prime 2007	\$3,308,676	\$3,308,676	\$1,176,833	\$527,983		\$527,983	100.00%
615	RFMSI 2007-SA2 [1]	Prime 2007	\$4,491,985	\$4,491,985	\$1,631,998	\$732,192		\$732,192	100.00%
616	RFMSI 2007-SA2 [2]	Prime 2007	\$37,281,076	\$37,281,076	\$13,487,643	\$6,051,200		\$6,051,200	100.00%
617	RFMSI 2007-SA2 [3]	Prime 2007	\$7,103,673	\$7,103,673	\$2,579,153	\$1,157,131		\$1,157,131	100.00%
618	RFMSI 2007-SA2 [4]	Prime 2007	\$9,977,927	\$9,977,927	\$3,591,271	\$1,611,216		\$1,611,216	100.00%
619	RFMSI 2007-SA2 [5]	Prime 2007	\$2,762,880	\$2,762,880	\$985,100	\$441,963		\$441,963	100.00%
620	RFMSI 2007-SA3 [1]	Prime 2007	\$1,508,913	\$1,508,913	\$545,098	\$244,557		\$244,557	100.00%
621	RFMSI 2007-SA3 [2]	Prime 2007	\$43,483,069	\$43,483,069	\$15,730,477	\$7,057,442		\$7,057,442	100.00%
622	RFMSI 2007-SA3 [3]	Prime 2007	\$11,720,170	\$11,720,170	\$4,240,062	\$1,902,294		\$1,902,294	100.00%
623	RFMSI 2007-SA3 [4]	Prime 2007	\$5,258,106	\$5,258,106	\$1,879,383	\$843,181		\$843,181	100.00%
624	RFMSI 2007-SA4 [1]	Prime 2007	\$90,694	\$90,694	\$31,893	\$14,309		\$14,309	100.00%
625	RFMSI 2007-SA4 [2]	Prime 2007	\$1,095,730	\$1,095,730	\$393,866	\$176,707		\$176,707	100.00%
626	RFMSI 2007-SA4 [3]	Prime 2007	\$38,283,077	\$38,283,077	\$13,832,317	\$6,205,837		\$6,205,837	100.00%
627	RFMSI 2007-SA4 [4]	Prime 2007	\$14,985,634	\$14,985,634	\$5,411,667	\$2,427,932		\$2,427,932	100.00%
628	RFMSI 2007-SA4 [5]	Prime 2007	\$11,620,169	\$11,620,169	\$4,173,654	\$1,872,500		\$1,872,500	100.00%
629			\$38,420,267,482	\$38,420,267,482	\$17,941,511,184	\$8,049,417,688		\$7,991,023,003	

**EXHIBIT 3G**

**Except for the RMBS Trust Claims set forth in Schedules 1G, 1R, 2G, 2R, 3G, 3R, 4G and 4R, none of the Claims asserted by the RMBS Trustees on behalf of the RMBS Trusts (other than claims for the payment of certain fees and expenses as set forth in the Plan) will be entitled to a distribution under the Plan.**

	A	B	C	D	E	F	G	H	I
	Debtor's Attributable							GMACM Recognized	
1	Name	Cohort	Net All Collateral Losses	Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	Claim	GMACM Seller %
2	ARMT 2004-5 [1]	ALT-A 2004	\$2,865,881	\$257,929	\$114,320	\$51,290		\$51,290	9.00%
3	ARMT 2004-5 [2]	ALT-A 2004	\$8,036,747	\$723,307	\$296,478	\$133,014		\$133,014	9.00%
4	ARMT 2004-5 [3]	ALT-A 2004	\$5,787,717	\$520,895	\$212,714	\$95,434		\$95,434	9.00%
5	ARMT 2004-5 [4]	ALT-A 2004	\$5,572,235	\$501,501	\$198,729	\$89,159		\$89,159	9.00%
6	ARMT 2004-5 [5]	ALT-A 2004	\$6,707,818	\$603,704	\$269,447	\$120,887		\$120,887	9.00%
7	ARMT 2004-5 [6]	ALT-A 2004	\$9,091,981	\$818,278	\$353,801	\$158,732		\$158,732	9.00%
8	ARMT 2004-5 [7A]	ALT-A 2004	\$6,451,231	\$580,611	\$259,879	\$116,594		\$116,594	9.00%
9	ARMT 2004-5 [7B]	ALT-A 2004	\$11,295,496	\$1,016,595	\$453,430	\$203,430		\$203,430	9.00%
10	ARMT 2005-1 [1]	ALT-A 2005	\$6,080,686	\$547,262	\$234,375	\$105,152		\$105,152	9.00%
11	ARMT 2005-1 [2]	ALT-A 2005	\$13,072,540	\$1,176,529	\$472,714	\$212,082		\$212,082	9.00%
12	ARMT 2005-1 [3]	ALT-A 2005	\$7,465,549	\$671,899	\$293,755	\$131,792		\$131,792	9.00%
13	ARMT 2005-1 [4]	ALT-A 2005	\$13,142,774	\$1,182,850	\$499,137	\$223,936		\$223,936	9.00%
14	ARMT 2005-1 [5A]	ALT-A 2005	\$9,853,270	\$886,794	\$395,392	\$177,392		\$177,392	9.00%
15	ARMT 2005-1 [5B]	ALT-A 2005	\$21,770,428	\$1,959,338	\$863,938	\$387,604		\$387,604	9.00%
16	ARMT 2005-10 [1]	ALT-A 2005	\$10,702,109	\$963,190	\$405,959	\$182,133		\$182,133	9.00%
17	ARMT 2005-10 [2]	ALT-A 2005	\$30,610,085	\$2,754,908	\$1,156,765	\$518,980		\$518,980	9.00%
18	ARMT 2005-10 [3]	ALT-A 2005	\$29,763,712	\$2,678,734	\$1,097,098	\$492,210		\$492,210	9.00%
19	ARMT 2005-10 [4]	ALT-A 2005	\$18,143,593	\$1,632,923	\$699,953	\$314,032		\$314,032	9.00%
20	ARMT 2005-10 [5]	ALT-A 2005	\$66,504,968	\$5,985,447	\$2,652,842	\$1,190,191		\$1,190,191	9.00%
21	ARMT 2005-10 [6]	ALT-A 2005	\$6,870,091	\$618,308	\$262,190	\$117,631		\$117,631	9.00%
22	ARMT 2005-11 [1]	ALT-A 2005	\$6,741,236	\$606,711	\$264,034	\$118,458		\$118,458	9.00%
23	ARMT 2005-11 [2]	ALT-A 2005	\$34,391,270	\$3,095,214	\$1,321,417	\$592,851		\$592,851	9.00%
24	ARMT 2005-11 [3]	ALT-A 2005	\$15,741,682	\$1,416,751	\$589,438	\$264,450		\$264,450	9.00%
25	ARMT 2005-11 [4]	ALT-A 2005	\$83,082,789	\$7,477,451	\$3,231,419	\$1,449,769		\$1,449,769	9.00%
26	ARMT 2005-11 [5]	ALT-A 2005	\$70,901,103	\$6,381,099	\$2,815,446	\$1,263,144		\$1,263,144	9.00%
27	ARMT 2005-9 [1]	ALT-A 2005	\$16,726,292	\$1,505,366	\$637,631	\$286,072		\$286,072	9.00%
28	ARMT 2005-9 [2]	ALT-A 2005	\$8,024,197	\$722,178	\$301,985	\$135,485		\$135,485	9.00%
29	ARMT 2005-9 [3]	ALT-A 2005	\$6,292,648	\$566,338	\$223,675	\$100,351		\$100,351	9.00%
30	ARMT 2005-9 [4]	ALT-A 2005	\$35,642,552	\$3,207,830	\$1,367,320	\$613,445		\$613,445	9.00%
31	ARMT 2005-9 [5]	ALT-A 2005	\$67,754,304	\$6,097,887	\$2,683,166	\$1,203,796		\$1,203,796	9.00%
32	BAFC 2005-6 [1]	Prime 2005	\$6,275,483	\$918,103	\$469,068	\$118,960		\$118,960	8.27%
33	BAFC 2005-6 [2]	Prime 2005	\$7,725,474	\$1,130,237	\$563,719	\$142,965		\$142,965	8.27%
34	BAFC 2005-8 [1]	Prime 2005	\$2,842,891	\$519,680	\$257,911	\$57,476		\$57,476	9.08%
35	BAFC 2005-8 [2]	Prime 2005	\$7,195,865	\$1,315,404	\$691,122	\$154,018		\$154,018	9.08%
36	BAFC 2005-8 [3]	Prime 2005	\$1,328,402	\$242,832	\$122,362	\$27,268		\$27,268	9.08%
37	BAFC 2005-8 [4]	Prime 2005	\$6,760,354	\$1,235,793	\$618,177	\$137,762		\$137,762	9.08%
38	BAFC 2006-1 [1]	ALT-A 2006	\$20,430,173	\$1,618,070	\$542,291	\$125,335		\$125,335	4.08%
39	BAFC 2006-1 [2]	ALT-A 2006	\$11,370,616	\$900,553	\$302,457	\$69,904		\$69,904	4.08%
40	BAFC 2006-1 [3]	ALT-A 2006	\$11,009,803	\$871,976	\$293,888	\$67,924		\$67,924	4.08%
41	BAFC 2006-2 [1]	ALT-A 2006	\$7,296,507	\$72,099	\$24,363	\$10,930		\$10,930	0.99%
42	BAFC 2006-2 [2]	ALT-A 2006	\$36,817,729	\$363,808	\$122,649	\$55,026		\$55,026	0.99%
43	BAFC 2006-2 [3]	ALT-A 2006	\$10,556,429	\$104,312	\$35,208	\$15,796		\$15,796	0.99%
44	BAFC 2006-2 [4]	ALT-A 2006	\$8,479,549	\$83,789	\$28,253	\$12,676		\$12,676	0.99%
45	BAFC 2006-2 [5]	ALT-A 2006	\$6,990,679	\$69,077	\$23,369	\$10,485		\$10,485	0.99%
46	BAFC 2006-2 [6]	ALT-A 2006	\$3,728,574	\$36,843	\$12,395	\$5,561		\$5,561	0.99%
47	BAFC 2006-4 [ALL]	ALT-A 2006	\$38,933,269	\$6,190,390	\$2,098,458	\$941,468		\$941,468	15.90%
48	BAFC 2006-5 [1]	Prime 2006	\$12,988,677	\$649,434	\$234,012	\$52,495		\$52,495	2.50%
49	BAFC 2006-5 [2]	Prime 2006	\$3,096,225	\$154,811	\$55,701	\$12,495		\$12,495	2.50%
50	BAFC 2006-5 [3]	Prime 2006	\$4,985,845	\$249,292	\$89,921	\$20,171		\$20,171	2.50%
51	BAFC 2006-5 [4]	Prime 2006	\$12,969,503	\$648,475	\$232,499	\$52,155		\$52,155	2.50%
52	BAFC 2007-3 [1]	Prime 2007	\$5,480,212	\$100,836	\$35,550	\$15,949		\$15,949	1.84%
53	BAFC 2007-3 [2]	Prime 2007	\$2,996,335	\$55,133	\$19,387	\$8,698		\$8,698	1.84%
54	BAFC 2007-3 [3]	Prime 2007	\$2,948,686	\$54,256	\$19,122	\$8,579		\$8,579	1.84%
55	BAFC 2007-3 [4]	Prime 2007	\$151,113,227	\$2,780,483	\$1,008,075	\$452,271		\$452,271	1.84%
56	BAFC 2007-4 [N]	Prime 2007	\$38,065,966	\$920,136	\$329,543	\$147,849		\$147,849	2.42%
57	BAFC 2007-4 [S]	Prime 2007	\$10,593,101	\$256,058	\$90,154	\$40,447		\$40,447	2.42%
58	BAFC 2007-4 [T2]	Prime 2007	\$88,029,095	\$2,127,853	\$771,298	\$346,041		\$346,041	2.42%
59	BAFC 2007-7 [1]	ALT-A 2007	\$21,387,152	\$151,849	\$51,269	\$23,002		\$23,002	0.71%
60	BAFC 2007-7 [2]	ALT-A 2007	\$7,399,944	\$52,540	\$17,801	\$7,986		\$7,986	0.71%
61	BAFC 2007-7 [3]	ALT-A 2007	\$113,350,506	\$804,789	\$274,839	\$123,306		\$123,306	0.71%
62	BALTA 2005-4 [I]	ALT-A 2005	\$40,360,845	\$257,319	\$111,676	\$47,810		\$47,810	0.61%
63	BALTA 2005-4 [II1]	ALT-A 2005	\$21,587,644	\$137,631	\$59,437	\$25,446		\$25,446	0.61%
64	BALTA 2005-4 [II2]	ALT-A 2005	\$15,573,544	\$99,289	\$42,498	\$18,194		\$18,194	0.61%
65	BALTA 2005-4 [II3]	ALT-A 2005	\$124,064,736	\$790,971	\$333,975	\$142,980		\$142,980	0.61%
66	BALTA 2005-4 [II4]	ALT-A 2005	\$8,986,500	\$57,293	\$23,409	\$10,022		\$10,022	0.61%
67	BALTA 2005-4 [II5]	ALT-A 2005	\$8,181,787	\$52,163	\$20,991	\$8,987		\$8,987	0.61%
68	BSABS 2004-AC1 [ALL]	ALT-A 2004	\$6,317,402	\$85,917	\$37,276	\$16,724		\$16,724	1.36%

	A	B	C	D	E	F	G	H	I
	Debtor's Attributable								
	Portion of Net Collateral								
1	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
69	BSABS 2004-AC7 [ALL]	ALT-A 2004	\$14,497,964	\$347,951	\$149,512	\$67,078		\$67,078	2.40%
70	CSFB 2002-34 [1]	Prime 2002	\$5,468,199	\$492,138	\$76,804	\$34,458		\$34,458	9.00%
71	CSFB 2002-34 [2]	Prime 2002	\$278,011	\$25,021	\$5,454	\$2,447		\$2,447	9.00%
72	CSFB 2002-34 [3]	Prime 2002	\$218,970	\$19,707	\$4,692	\$2,105		\$2,105	9.00%
73	CSFB 2002-34 [4]	Prime 2002	\$41,075	\$3,697	\$1,133	\$508		\$508	9.00%
74	CSFB 2002-AR33 [1]	ALT-A 2002	\$110,894	\$9,980	\$2,500	\$1,122		\$1,122	9.00%
75	CSFB 2002-AR33 [2]	ALT-A 2002	\$51,290	\$4,616	\$1,021	\$458		\$458	9.00%
76	CSFB 2002-AR33 [3]	ALT-A 2002	\$978,884	\$88,100	\$22,987	\$10,313		\$10,313	9.00%
77	CSFB 2002-AR33 [4]	ALT-A 2002	\$90,077	\$8,107	\$1,793	\$804		\$804	9.00%
78	CSFB 2002-AR33 [5]	ALT-A 2002	\$993,832	\$89,445	\$23,366	\$10,483		\$10,483	9.00%
79	CSFB 2005-10 [1]	Prime 2005	\$1,451,471	\$66,496	\$38,847	\$17,428		\$17,428	4.58%
80	CSFB 2005-10 [10]	Prime 2005	\$19,404,020	\$888,955	\$390,835	\$175,347		\$175,347	4.58%
81	CSFB 2005-10 [11]	Prime 2005	\$1,432,377	\$65,621	\$35,288	\$15,832		\$15,832	4.58%
82	CSFB 2005-10 [12]	Prime 2005	\$687,498	\$31,496	\$18,829	\$8,448		\$8,448	4.58%
83	CSFB 2005-10 [2]	Prime 2005	\$2,019,510	\$92,520	\$48,182	\$21,617		\$21,617	4.58%
84	CSFB 2005-10 [3]	Prime 2005	\$13,269,878	\$607,932	\$284,846	\$127,795		\$127,795	4.58%
85	CSFB 2005-10 [4]	Prime 2005	\$12,337,507	\$565,218	\$242,798	\$108,931		\$108,931	4.58%
86	CSFB 2005-10 [5]	Prime 2005	\$18,512,802	\$848,126	\$403,674	\$181,107		\$181,107	4.58%
87	CSFB 2005-10 [6]	Prime 2005	\$9,624,418	\$440,923	\$227,505	\$102,070		\$102,070	4.58%
88	CSFB 2005-10 [7]	Prime 2005	\$89,462	\$4,099	\$2,450	\$1,099		\$1,099	4.58%
89	CSFB 2005-10 [8]	Prime 2005	\$3,848,330	\$176,303	\$82,222	\$36,889		\$36,889	4.58%
90	CSFB 2005-10 [9]	Prime 2005	\$4,292,991	\$196,675	\$90,678	\$40,683		\$40,683	4.58%
91	CSFB 2005-11 [1]	Prime 2005	\$6,958,522	\$210,141	\$92,148	\$41,342		\$41,342	3.02%
92	CSFB 2005-11 [2]	Prime 2005	\$7,786,460	\$235,144	\$106,704	\$47,872		\$47,872	3.02%
93	CSFB 2005-11 [3]	Prime 2005	\$5,241,841	\$158,299	\$70,659	\$31,701		\$31,701	3.02%
94	CSFB 2005-11 [4]	Prime 2005	\$10,697,461	\$323,054	\$137,104	\$61,511		\$61,511	3.02%
95	CSFB 2005-11 [5]	Prime 2005	\$1,614,458	\$48,755	\$25,178	\$11,296		\$11,296	3.02%
96	CSFB 2005-11 [6]	Prime 2005	\$3,324,262	\$100,390	\$50,670	\$22,733		\$22,733	3.02%
97	CSFB 2005-11 [7]	Prime 2005	\$8,684,883	\$262,276	\$115,781	\$51,945		\$51,945	3.02%
98	CSFB 2005-11 [8]	Prime 2005	\$3,383,953	\$102,192	\$56,264	\$25,243		\$25,243	3.02%
99	CSFB 2005-12 [1]	ALT-A 2005	\$12,949,547	\$434,310	\$192,097	\$86,184		\$86,184	3.35%
100	CSFB 2005-12 [2]	ALT-A 2005	\$17,002,560	\$570,243	\$247,119	\$110,870		\$110,870	3.35%
101	CSFB 2005-12 [3]	ALT-A 2005	\$29,504,667	\$989,546	\$443,666	\$199,050		\$199,050	3.35%
102	CSFB 2005-12 [4]	ALT-A 2005	\$42,745,795	\$1,433,636	\$618,068	\$277,295		\$277,295	3.35%
103	CSFB 2005-12 [5]	ALT-A 2005	\$14,632,994	\$490,771	\$199,058	\$89,307		\$89,307	3.35%
104	CSFB 2005-12 [6]	ALT-A 2005	\$19,496,510	\$653,886	\$276,164	\$123,900		\$123,900	3.35%
105	CSFB 2005-12 [7]	ALT-A 2005	\$23,795,091	\$798,055	\$356,134	\$159,779		\$159,779	3.35%
106	CSFB 2005-12 [8]	ALT-A 2005	\$2,956,335	\$99,151	\$41,049	\$18,417		\$18,417	3.35%
107	CSFB 2005-3 [1]	Prime 2005	\$5,303,197	\$477,288	\$219,413	\$98,439		\$98,439	9.00%
108	CSFB 2005-3 [2]	Prime 2005	\$3,199,216	\$287,929	\$134,929	\$60,536		\$60,536	9.00%
109	CSFB 2005-3 [3]	Prime 2005	\$8,760,885	\$788,480	\$420,638	\$188,718		\$188,718	9.00%
110	CSFB 2005-3 [4]	Prime 2005	\$205,581	\$18,502	\$11,060	\$4,962		\$4,962	9.00%
111	CSFB 2005-3 [5]	Prime 2005	\$828,701	\$74,583	\$40,243	\$18,055		\$18,055	9.00%
112	CSFB 2005-3 [6]	Prime 2005	\$3,934,972	\$354,147	\$164,698	\$73,891		\$73,891	9.00%
113	CSFB 2005-3 [7]	Prime 2005	\$2,014,215	\$181,279	\$90,597	\$40,646		\$40,646	9.00%
114	CSFB 2005-4 [1]	Prime 2005	\$2,570,230	\$231,321	\$122,240	\$54,843		\$54,843	9.00%
115	CSFB 2005-4 [2]	Prime 2005	\$9,780,047	\$880,204	\$437,869	\$196,449		\$196,449	9.00%
116	CSFB 2005-4 [3]	Prime 2005	\$5,295,924	\$476,633	\$255,345	\$114,560		\$114,560	9.00%
117	CSFB 2005-5 [1]	Prime 2005	\$824,696	\$20,947	\$12,377	\$5,553		\$5,553	2.54%
118	CSFB 2005-5 [2]	Prime 2005	\$4,648,598	\$118,074	\$63,667	\$28,564		\$28,564	2.54%
119	CSFB 2005-5 [3]	Prime 2005	\$3,135,891	\$79,652	\$42,458	\$19,049		\$19,049	2.54%
120	CSFB 2005-5 [4]	Prime 2005	\$3,081,455	\$78,269	\$37,602	\$16,870		\$16,870	2.54%
121	CSFB 2005-5 [5]	Prime 2005	\$570,852	\$14,500	\$8,400	\$3,769		\$3,769	2.54%
122	CSFB 2005-5 [6]	Prime 2005	\$1,043,855	\$26,514	\$15,628	\$7,011		\$7,011	2.54%
123	CSFB 2005-5 [7]	Prime 2005	\$1,620,785	\$41,168	\$21,419	\$9,610		\$9,610	2.54%
124	CSFB 2005-6 [1]	Prime 2005	\$16,998,439	\$1,296,396	\$577,632	\$259,153		\$259,153	7.63%
125	CSFB 2005-6 [2]	Prime 2005	\$514,943	\$39,272	\$20,651	\$9,265		\$9,265	7.63%
126	CSFB 2005-6 [3]	Prime 2005	\$494,240	\$37,693	\$21,225	\$9,523		\$9,523	7.63%
127	CSFB 2005-6 [4]	Prime 2005	\$621,578	\$47,405	\$28,340	\$12,715		\$12,715	7.63%
128	CSFB 2005-6 [5]	Prime 2005	\$6,215,170	\$474,003	\$246,563	\$110,620		\$110,620	7.63%
129	CSFB 2005-6 [6]	Prime 2005	\$4,923,043	\$375,459	\$175,819	\$78,881		\$78,881	7.63%
130	CSFB 2005-6 [7]	Prime 2005	\$4,845,618	\$369,554	\$168,315	\$75,514		\$75,514	7.63%
131	CSFB 2005-6 [8]	Prime 2005	\$675,350	\$51,506	\$30,173	\$13,537		\$13,537	7.63%
132	CSFB 2005-6 [9]	Prime 2005	\$1,407,217	\$107,322	\$53,070	\$23,810		\$23,810	7.63%
133	CSFB 2005-8 [1]	ALT-A 2005	\$18,737,911	\$634,318	\$261,814	\$117,462		\$117,462	3.39%
134	CSFB 2005-8 [2]	ALT-A 2005	\$10,875,217	\$368,149	\$152,750	\$68,531		\$68,531	3.39%
135	CSFB 2005-8 [3]	ALT-A 2005	\$16,052,037	\$543,396	\$218,362	\$97,968		\$97,968	3.39%

	A	B	C	D	E	F	G	H	I
	Debtor's Attributable Portion of Net Collateral								GMACM Recognized
1	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	GMACM Claim	Insurer	Claim	GMACM Seller %
136	CSFB 2005-8 [4]	ALT-A 2005	\$7,580,456	\$256,615	\$109,712	\$49,222		\$49,222	3.39%
137	CSFB 2005-8 [5]	ALT-A 2005	\$17,883,411	\$605,392	\$259,611	\$116,474		\$116,474	3.39%
138	CSFB 2005-8 [6]	ALT-A 2005	\$902,022	\$30,535	\$11,853	\$5,318		\$5,318	3.39%
139	CSFB 2005-8 [7]	ALT-A 2005	\$20,367,573	\$689,486	\$305,346	\$136,993		\$136,993	3.39%
140	CSFB 2005-8 [8]	ALT-A 2005	\$17,638,578	\$597,104	\$266,709	\$119,658		\$119,658	3.39%
141	CSFB 2005-8 [9]	ALT-A 2005	\$15,632,250	\$529,185	\$216,605	\$97,179		\$97,179	3.39%
142	CSFB 2005-9 [1]	ALT-A 2005	\$14,349,268	\$398,033	\$160,186	\$71,867		\$71,867	2.77%
143	CSFB 2005-9 [2]	ALT-A 2005	\$10,560,497	\$292,937	\$118,089	\$52,980		\$52,980	2.77%
144	CSFB 2005-9 [3]	ALT-A 2005	\$20,241,243	\$561,470	\$246,781	\$110,718		\$110,718	2.77%
145	CSFB 2005-9 [4]	ALT-A 2005	\$12,219,635	\$338,959	\$138,008	\$61,917		\$61,917	2.77%
146	CSFB 2005-9 [5]	ALT-A 2005	\$32,857,999	\$911,445	\$389,253	\$174,638		\$174,638	2.77%
147	CSMC 2006-1 [1]	Prime 2006	\$25,467,591	\$49,567	\$17,791	\$7,982		\$7,982	0.19%
148	CSMC 2006-1 [2]	Prime 2006	\$11,654,479	\$22,683	\$8,232	\$3,693		\$3,693	0.19%
149	CSMC 2006-1 [3]	Prime 2006	\$8,830,812	\$17,187	\$6,160	\$2,764		\$2,764	0.19%
150	CSMC 2006-1 [4]	Prime 2006	\$5,139,578	\$10,003	\$3,565	\$1,600		\$1,600	0.19%
151	CSMC 2006-1 [5]	Prime 2006	\$23,434,159	\$45,609	\$16,496	\$7,401		\$7,401	0.19%
152	CSMC 2006-8 [1]	Prime 2006	\$49,428,629	\$1,236,817	\$449,614	\$201,718		\$201,718	2.50%
153	CSMC 2006-8 [2]	Prime 2006	\$1,942,102	\$48,596	\$17,483	\$7,844		\$7,844	2.50%
154	CSMC 2006-9 [1]	ALT-A 2006	\$53,725,288	\$46,718	\$15,580	\$6,990		\$6,990	0.09%
155	CSMC 2006-9 [2]	ALT-A 2006	\$67,587,618	\$58,772	\$20,043	\$8,992		\$8,992	0.09%
156	CSMC 2007-6 [ALL]	ALT-A 2007	\$125,841,476	\$616,515	\$211,192	\$94,751		\$94,751	0.49%
157	CSMC 2007-7 [1]	Prime 2007	\$34,469,600	\$73,657	\$26,739	\$11,996		\$11,996	0.21%
158	CSMC 2007-7 [2]	Prime 2007	\$11,128,420	\$23,780	\$8,538	\$3,831		\$3,831	0.21%
159	CSMC 2007-7 [3]	Prime 2007	\$1,833,809	\$3,919	\$1,392	\$624		\$624	0.21%
160	FMRMT 2003-A [ALL]	2003	\$4,608,187	\$4,608,187	\$2,123,221	\$952,578		\$952,578	100.00%
161	FNR 2002-66 [1]	Subprime 2002	\$6,746,831	\$607,215	\$130,877	\$29,359	FNMA/FNMA (Agency Wrap)	\$0	4.50%
162	FNR 2002-66 [4]	Subprime 2002	\$5,410,998	\$486,990	\$132,019	\$29,615	FNMA/FNMA (Agency Wrap)	\$0	4.50%
163	FNR 2002-66 [5]	Subprime 2002	\$3,342,601	\$300,834	\$80,464	\$18,050	FNMA/FNMA (Agency Wrap)	\$0	4.50%
164	GMACM 2000-HE2 [1]	Second Lien 2000	\$14,416,234	\$14,416,234	\$3,812,280	\$1,710,371	MBIA	\$0	100.00%
165	GMACM 2000-HE2 [2]	Second Lien 2000	\$2,372,487	\$2,372,487	\$622,547	\$279,304	MBIA	\$0	100.00%
166	GMACM 2000-HE4 [1]	Second Lien 2000	\$8,590,397	\$8,590,397	\$2,295,352	\$1,029,805	MBIA	\$0	100.00%
167	GMACM 2000-HE4 [2]	Second Lien 2000	\$669,348	\$669,348	\$179,521	\$80,541	MBIA	\$0	100.00%
168	GMACM 2001-HE2 [1A]	CES 2001	\$5,046,689	\$5,046,689	\$815,406	\$365,830	FGIC	\$365,830	100.00%
169	GMACM 2001-HE2 [1B]	CES 2001	\$5,021,168	\$5,021,168	\$831,860	\$373,212	FGIC	\$373,212	100.00%
170	GMACM 2001-HE2 [2]	CES 2001	\$4,866,981	\$4,866,981	\$786,388	\$352,811	FGIC	\$352,811	100.00%
171	GMACM 2001-HE3 [1]	Second Lien 2001	\$3,248,994	\$3,248,994	\$875,945	\$392,991	FGIC	\$392,991	100.00%
172	GMACM 2001-HE3 [2]	Second Lien 2001	\$2,216,348	\$2,216,348	\$606,873	\$272,272	FGIC	\$272,272	100.00%
173	GMACM 2001-HLT1 [1]	Second Lien 2001	\$29,889,371	\$29,889,371	\$7,887,113	\$3,538,535	AMBAC	\$3,538,535	100.00%
174	GMACM 2001-HLT1 [2]	Second Lien 2001	\$4,726	\$4,726	\$1,636	\$734	AMBAC	\$734	100.00%
175	GMACM 2001-HLT2 [1]	Second Lien 2001	\$17,157,370	\$17,157,370	\$4,540,807	\$2,037,222	AMBAC	\$2,037,222	100.00%
176	GMACM 2001-HLT2 [2]	Second Lien 2001	\$284,905	\$284,905	\$87,885	\$39,429	AMBAC	\$39,429	100.00%
177	GMACM 2002-HE1 [ALL]	Second Lien 2002	\$11,592,473	\$11,592,473	\$3,257,729	\$1,461,573	FGIC	\$1,461,573	100.00%
178	GMACM 2002-HE3 [ALL]	Second Lien 2002	\$18,212,606	\$18,212,606	\$5,191,004	\$2,328,932	MBIA	\$0	100.00%
179	GMACM 2002-HE4 [ALL]	Second Lien 2002	\$8,301,994	\$8,301,994	\$2,336,034	\$1,048,056	FGIC	\$1,048,056	100.00%
180	GMACM 2002-HLT1 [1]	Second Lien 2002	\$20,381,078	\$20,381,078	\$5,431,617	\$2,436,882	AMBAC	\$2,436,882	100.00%
181	GMACM 2002-HLT1 [2]	Second Lien 2002	\$35,889	\$35,889	\$12,423	\$5,574	AMBAC	\$5,574	100.00%
182	GMACM 2003-AR1 [1]	Prime 2003	\$1,620,098	\$1,620,098	\$490,800	\$220,196		\$220,196	100.00%
183	GMACM 2003-AR1 [2]	Prime 2003	\$1,288,654	\$1,288,654	\$422,951	\$189,756		\$189,756	100.00%
184	GMACM 2003-AR2 [1]	Prime 2003	\$85,755	\$85,755	\$27,618	\$12,391		\$12,391	100.00%
185	GMACM 2003-AR2 [2]	Prime 2003	\$1,023,963	\$1,023,963	\$313,933	\$140,845		\$140,845	100.00%
186	GMACM 2003-AR2 [3]	Prime 2003	\$611,843	\$611,843	\$235,676	\$105,736		\$105,736	100.00%
187	GMACM 2003-AR2 [4]	Prime 2003	\$749,369	\$749,369	\$322,554	\$144,713		\$144,713	100.00%
188	GMACM 2003-GH1 [ALL]	Subprime 2003	\$7,058,451	\$7,058,451	\$3,025,834	\$1,357,533	MBIA - Insurer Exception	\$1,357,533	100.00%
189	GMACM 2003-GH2 [1]	Subprime 2003	\$6,025,004	\$6,025,004	\$2,637,441	\$1,183,282		\$1,183,282	100.00%
190	GMACM 2003-GH2 [2]	Subprime 2003	\$4,602,135	\$4,602,135	\$1,962,629	\$880,529		\$880,529	100.00%
191	GMACM 2003-HE1 [ALL]	Second Lien 2003	\$22,095,452	\$22,095,452	\$9,416,824	\$4,224,836	FGIC	\$4,224,836	100.00%
192	GMACM 2003-HE2 [ALL]	CES 2003	\$8,395,094	\$8,395,094	\$1,931,450	\$866,541	FGIC	\$866,541	100.00%
193	GMACM 2003-J10 [ALL]	Prime 2003	\$96,499	\$96,499	\$44,083	\$19,778		\$19,778	100.00%
194	GMACM 2003-J5 [ALL]	Prime 2003	\$208,554	\$208,554	\$55,391	\$24,851		\$24,851	100.00%
195	GMACM 2003-J6 [ALL]	Prime 2003	\$823,235	\$823,235	\$312,716	\$140,299		\$140,299	100.00%
196	GMACM 2003-J7 [ALL]	Prime 2003	\$1,036,293	\$1,036,293	\$383,469	\$172,042		\$172,042	100.00%
197	GMACM 2003-J8 [ALL]	Prime 2003	\$1,599,442	\$1,599,442	\$548,267	\$245,979		\$245,979	100.00%
198	GMACM 2003-J9 [ALL]	Prime 2003	\$1,477,100	\$1,477,100	\$508,427	\$228,105		\$228,105	100.00%
199	GMACM 2010-1 [ALL]	Subprime 2008	\$21,539,078	\$21,539,078	\$11,050,362	\$4,957,719		\$4,957,719	100.00%
200	GMACM 2010-2 [ALL]	Subprime 2008	\$82,325,375	\$82,325,375	\$42,943,715	\$19,266,599		\$19,266,599	100.00%
201	GPMF 2006-HE1 [ALL]	Second Lien 2006	\$217,649,043	\$957,656	\$471,852	\$211,695	XL/CIFG	\$0	0.44%
202	GSAA 2005-9 [1]	ALT-A 2005	\$13,909,988	\$2,709,242	\$1,170,003	\$524,919		\$524,919	19.48%

	A	B	C	D	E	F	G	H	I
	Debtor's Attributable								
1	Name	Cohort	Net All Collateral Losses	Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
203	GSA 2005-9 [2]	ALT-A 2005	\$84,712,227	\$16,499,363	\$7,038,882	\$3,157,978		\$3,157,978	19.48%
204	GSMP5 2004-4 [1]	Subprime 2004	\$47,547,393	\$4,279,265	\$2,379,392	\$1,067,509		\$1,067,509	9.00%
205	GSMP5 2004-4 [2]	Subprime 2004	\$5,386,338	\$484,770	\$268,983	\$120,679		\$120,679	9.00%
206	GSMP5 2005-LT1 [ALL]	Subprime 2005	\$19,467,663	\$669,688	\$380,700	\$170,800		\$170,800	3.44%
207	GSMP5 2005-RP1 [1]	Subprime 2005	\$71,641,921	\$967,166	\$536,372	\$240,642		\$240,642	1.35%
208	GSMP5 2005-RP1 [2]	Subprime 2005	\$7,666,964	\$103,504	\$57,350	\$25,730		\$25,730	1.35%
209	GSMP5 2005-RP2 [1]	Subprime 2005	\$73,787,338	\$1,741,381	\$965,899	\$433,348		\$433,348	2.36%
210	GSMP5 2005-RP2 [2]	Subprime 2005	\$4,458,941	\$105,231	\$58,420	\$26,210		\$26,210	2.36%
211	GSMP5 2005-RP3 [1]	Subprime 2005	\$75,213,262	\$1,677,256	\$930,505	\$417,469		\$417,469	2.23%
212	GSMP5 2005-RP3 [2]	Subprime 2005	\$7,290,466	\$162,577	\$89,972	\$40,366		\$40,366	2.23%
213	GSMP5 2006-RP1 [1]	Subprime 2006	\$81,877,049	\$4,093,852	\$2,281,110	\$1,023,415		\$1,023,415	5.00%
214	GSMP5 2006-RP1 [2]	Subprime 2006	\$5,705,610	\$285,280	\$158,955	\$71,315		\$71,315	5.00%
215	GSMP5 2006-RP2 [1]	Subprime 2006	\$57,407,570	\$2,037,969	\$1,135,522	\$509,450		\$509,450	3.55%
216	GSMP5 2006-RP2 [2]	Subprime 2006	\$2,805,517	\$99,596	\$55,500	\$24,900		\$24,900	3.55%
217	GSR 2003-2F [1]	Prime 2003	\$235,423	\$77,431	\$22,756	\$10,210		\$10,210	32.89%
218	GSR 2003-2F [2]	Prime 2003	\$152,220	\$50,065	\$17,426	\$7,818		\$7,818	32.89%
219	GSR 2003-2F [3]	Prime 2003	\$283,628	\$93,286	\$28,894	\$12,963		\$12,963	32.89%
220	GSR 2004-10F [I]	Prime 2004	\$1,156,574	\$202,089	\$108,137	\$48,515		\$48,515	17.47%
221	GSR 2004-10F [II]	Prime 2004	\$1,561,362	\$272,818	\$150,268	\$67,417		\$67,417	17.47%
222	GSR 2005-5F [I]	Prime 2005	\$17,201,404	\$792,985	\$438,407	\$196,690		\$196,690	4.61%
223	GSR 2005-5F [II]	Prime 2005	\$717,087	\$33,058	\$17,706	\$7,944		\$7,944	4.61%
224	GSR 2005-6F [1]	Prime 2005	\$21,726,483	\$582,270	\$299,324	\$134,291		\$134,291	2.68%
225	GSR 2005-6F [2]	Prime 2005	\$448,577	\$12,022	\$7,147	\$3,206		\$3,206	2.68%
226	GSR 2005-7F [1]	Prime 2005	\$439,214	\$39,529	\$22,399	\$10,049		\$10,049	9.00%
227	GSR 2005-7F [2]	Prime 2005	\$4,689,799	\$422,082	\$213,893	\$95,963		\$95,963	9.00%
228	GSR 2005-7F [3]	Prime 2005	\$2,169,122	\$195,221	\$105,721	\$47,431		\$47,431	9.00%
229	GSR 2005-8F [1]	Prime 2005	\$20,994,365	\$1,889,493	\$958,611	\$430,078		\$430,078	9.00%
230	GSR 2005-8F [2]	Prime 2005	\$1,268,980	\$114,208	\$68,277	\$30,632		\$30,632	9.00%
231	GSR 2005-8F [3]	Prime 2005	\$11,544,153	\$1,038,974	\$481,273	\$215,922		\$215,922	9.00%
232	GSR 2005-9F [1]	Prime 2005	\$31,131,667	\$129,376	\$61,966	\$27,801		\$27,801	0.42%
233	GSR 2005-9F [2]	Prime 2005	\$9,248,135	\$38,433	\$17,906	\$8,033		\$8,033	0.42%
234	GSR 2005-9F [3]	Prime 2005	\$157,399	\$654	\$391	\$175		\$175	0.42%
235	GSR 2005-AR3 [1]	Prime 2005	\$1,425,750	\$112,449	\$56,159	\$25,196		\$25,196	7.89%
236	GSR 2005-AR3 [2]	Prime 2005	\$745,469	\$58,795	\$29,515	\$13,242		\$13,242	7.89%
237	GSR 2005-AR3 [3]	Prime 2005	\$12,517,955	\$987,291	\$443,399	\$198,930		\$198,930	7.89%
238	GSR 2005-AR3 [4]	Prime 2005	\$10,447,499	\$823,994	\$386,555	\$173,427		\$173,427	7.89%
239	GSR 2005-AR3 [5]	Prime 2005	\$12,833,097	\$1,012,146	\$489,934	\$219,808		\$219,808	7.89%
240	GSR 2005-AR3 [6]	Prime 2005	\$22,465,006	\$1,771,815	\$883,318	\$396,298		\$396,298	7.89%
241	GSR 2005-AR3 [7]	Prime 2005	\$1,434,708	\$113,155	\$59,556	\$26,720		\$26,720	7.89%
242	GSR 2005-AR3 [8]	Prime 2005	\$2,755,213	\$217,304	\$119,203	\$53,480		\$53,480	7.89%
243	GSR 2005-AR7 [1]	Prime 2005	\$10,108,175	\$285,143	\$130,877	\$58,718		\$58,718	2.82%
244	GSR 2005-AR7 [2]	Prime 2005	\$22,439,063	\$632,987	\$328,933	\$147,575		\$147,575	2.82%
245	GSR 2005-AR7 [3]	Prime 2005	\$4,867,724	\$137,314	\$72,002	\$32,303		\$32,303	2.82%
246	GSR 2005-AR7 [4]	Prime 2005	\$11,555,639	\$325,975	\$153,495	\$68,865		\$68,865	2.82%
247	GSR 2005-AR7 [5]	Prime 2005	\$8,005,227	\$225,821	\$120,193	\$53,924		\$53,924	2.82%
248	GSR 2005-AR7 [6]	Prime 2005	\$28,812,703	\$812,782	\$445,151	\$199,716		\$199,716	2.82%
249	GSR 2006-2F [1]	Prime 2006	\$36,964,538	\$443,574	\$158,883	\$71,283		\$71,283	1.20%
250	GSR 2006-2F [2]	Prime 2006	\$2,043,634	\$24,524	\$8,721	\$3,913		\$3,913	1.20%
251	GSR 2006-3F [1]	Prime 2006	\$27,159,105	\$392,660	\$140,959	\$63,241		\$63,241	1.45%
252	GSR 2006-3F [2]	Prime 2006	\$12,014,268	\$173,699	\$62,304	\$27,953		\$27,953	1.45%
253	GSR 2006-4F [1]	Prime 2006	\$25,672,018	\$4,846,877	\$1,745,581	\$783,151		\$783,151	18.88%
254	GSR 2006-4F [2]	Prime 2006	\$9,908,714	\$1,870,765	\$673,984	\$302,381		\$302,381	18.88%
255	GSR 2006-4F [3]	Prime 2006	\$8,540,082	\$1,612,368	\$579,809	\$260,130		\$260,130	18.88%
256	GSR 2006-AR1 [1]	Prime 2006	\$16,766,862	\$838,343	\$303,943	\$136,363		\$136,363	5.00%
257	GSR 2006-AR1 [2]	Prime 2006	\$104,809,030	\$5,240,452	\$1,881,684	\$844,213		\$844,213	5.00%
258	GSR 2006-AR1 [3]	Prime 2006	\$7,908,392	\$395,420	\$141,120	\$63,313		\$63,313	5.00%
259	GSR 2006-AR2 [1]	Prime 2006	\$989,484	\$49,474	\$17,839	\$8,003		\$8,003	5.00%
260	GSR 2006-AR2 [2]	Prime 2006	\$14,570,332	\$728,517	\$262,691	\$117,856		\$117,856	5.00%
261	GSR 2006-AR2 [3]	Prime 2006	\$28,968,272	\$1,448,414	\$522,393	\$234,370		\$234,370	5.00%
262	GSR 2006-AR2 [4]	Prime 2006	\$23,092,225	\$1,154,611	\$415,788	\$186,542		\$186,542	5.00%
263	GSR 2006-AR2 [5]	Prime 2006	\$26,171,161	\$1,308,558	\$466,700	\$209,384		\$209,384	5.00%
264	GSR 2007-4F [1]	Prime 2007	\$54,943,435	\$1,499,956	\$538,086	\$241,411		\$241,411	2.73%
265	GSR 2007-4F [2]	Prime 2007	\$3,075,367	\$83,958	\$29,925	\$13,426		\$13,426	2.73%
266	HVMLT 2003-1 [ALL]	ALT-A 2003	\$880,638	\$468,235	\$164,308	\$73,716		\$73,716	53.17%
267	HVMLT 2003-2 [1]	ALT-A 2003	\$1,857,620	\$2,972	\$1,154	\$518		\$518	0.16%
268	HVMLT 2003-2 [2]	ALT-A 2003	\$1,539,910	\$2,464	\$843	\$378		\$378	0.16%
269	HVMLT 2003-2 [3]	ALT-A 2003	\$320,339	\$513	\$178	\$80		\$80	0.16%

	A	B	C	D	E	F	G	H	I	
	Debtor's Attributable							GMACM Recognized		
1	Name	Cohort	Net All Collateral Losses	Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	Claim	GMACM Seller %	
270	HVMLT 2004-4 [1]	ALT-A 2004	\$1,110,926	\$59,101	\$25,292	\$11,347		\$11,347	5.32%	
271	HVMLT 2004-4 [2]	ALT-A 2004	\$3,382,123	\$179,929	\$74,562	\$33,452		\$33,452	5.32%	
272	HVMLT 2004-4 [3]	ALT-A 2004	\$1,874,388	\$99,717	\$43,221	\$19,391		\$19,391	5.32%	
273	HVMLT 2007-7 [1]	Pay Option ARM 2007	\$219,963,469	\$26,527,594	\$9,879,031	\$2,216,102		\$2,216,102	6.03%	
274	HVMLT 2007-7 [2]	Pay Option ARM 2007	\$367,807,400	\$44,357,572	\$16,497,081	\$3,700,689		\$3,700,689	6.03%	
275	LMT 2005-1 [1]	Prime 2005	\$11,745,022	\$320,639	\$157,085	\$70,476		\$70,476	2.73%	
276	LMT 2005-1 [2]	Prime 2005	\$11,905,335	\$325,016	\$157,498	\$70,661		\$70,661	2.73%	
277	LMT 2005-1 [3]	Prime 2005	\$6,880,626	\$187,841	\$85,707	\$38,452		\$38,452	2.73%	
278	LMT 2005-1 [4]	Prime 2005	\$3,307,840	\$90,304	\$43,789	\$19,646		\$19,646	2.73%	
279	LMT 2005-1 [5]	Prime 2005	\$9,078,170	\$247,834	\$109,918	\$49,314		\$49,314	2.73%	
280	LMT 2005-1 [6]	Prime 2005	\$1,710,198	\$46,688	\$25,006	\$11,219		\$11,219	2.73%	
281	LMT 2006-7 [1]	ALT-A 2006	\$43,260,724	\$2,119,775	\$728,947	\$327,041		\$327,041	4.90%	
282	LMT 2006-7 [2]	ALT-A 2006	\$88,701,867	\$4,346,391	\$1,493,451	\$670,033		\$670,033	4.90%	
283	LMT 2006-7 [3]	ALT-A 2006	\$36,380,967	\$1,782,667	\$611,745	\$274,458		\$274,458	4.90%	
284	LMT 2006-7 [4]	ALT-A 2006	\$6,521,560	\$319,556	\$109,337	\$49,054		\$49,054	4.90%	
285	LUM 2006-4 [ALL]	Pay Option ARM 2006	\$134,926,422	\$16,015,766	\$5,706,799	\$2,560,342		\$2,560,342	11.87%	
286	LUM 2006-6 [ALL]	Pay Option ARM 2006	\$204,139,613	\$158,534,823	\$57,935,169	\$13,508,325		\$13,508,325	40.36%	
287	LUM 2007-2 [1]	ALT-A 2007	\$139,923,492	\$2,777,722	\$950,751	\$213,276		\$213,276	0.99%	
288	LUM 2007-2 [2]	ALT-A 2007	\$46,579,284	\$924,679	\$321,573	\$72,137		\$72,137	0.99%	
289	LXS 2006-10N [1]	ALT-A 2006	\$331,874,652	\$1,526,623	\$529,214	\$237,431		\$237,431	0.46%	
290	LXS 2006-10N [2]	ALT-A 2006	\$40,884,548	\$188,069	\$64,835	\$29,088		\$29,088	0.46%	
291	MARP 2005-1 [1]	Subprime 2005	\$29,512,451	\$2,656,121	\$1,472,771	\$660,755		\$660,755	9.00%	
292	MARP 2005-1 [2]	Subprime 2005	\$1,177,982	\$106,018	\$58,741	\$26,354		\$26,354	9.00%	
293	MARP 2005-2 [1]	Subprime 2005	\$44,355,180	\$395,681	\$219,329	\$98,402		\$98,402	0.89%	
294	MARP 2005-2 [2]	Subprime 2005	\$2,116,394	\$18,880	\$10,472	\$4,698		\$4,698	0.89%	
295	MARP 2006-1 [1]	Subprime 2006	\$38,991,088	\$67,595	\$37,665	\$16,898		\$16,898	0.17%	
296	MARP 2006-1 [2]	Subprime 2006	\$847,986	\$1,470	\$819	\$368		\$368	0.17%	
297	MARP 2006-2 [1]	Subprime 2006	\$33,429,970	\$1,478,572	\$823,856	\$369,621		\$369,621	4.42%	
298	MARP 2006-2 [2]	Subprime 2006	\$636,005	\$28,130	\$15,675	\$7,033		\$7,033	4.42%	
299	MLMI 2003-A2 [1]	Prime 2003	\$259,220	\$13,242	\$4,839	\$2,171		\$2,171	5.11%	
300	MLMI 2003-A2 [2]	Prime 2003	\$93,524	\$4,778	\$2,196	\$985		\$985	5.11%	
301	MLMI 2003-A2 [3]	Prime 2003	\$449,911	\$22,983	\$10,565	\$4,740		\$4,740	5.11%	
302	MLMI 2003-A2 [4]	Prime 2003	\$435,763	\$22,261	\$5,509	\$2,472		\$2,472	5.11%	
303	MLMI 2003-A4 [1]	Prime 2003	\$1,799,575	\$215,300	\$55,354	\$24,834		\$24,834	11.96%	
304	MLMI 2003-A4 [2]	Prime 2003	\$236,366	\$28,279	\$12,047	\$5,405		\$5,405	11.96%	
305	MLMI 2003-A4 [3]	Prime 2003	\$166,825	\$19,959	\$8,684	\$3,896		\$3,896	11.96%	
306	MLMI 2003-A4 [4]	Prime 2003	\$59,820	\$7,157	\$3,290	\$1,476		\$1,476	11.96%	
307	MLMI 2005-A6 [1]	ALT-A 2005	\$58,935,786	\$2,946,789	\$1,266,308	\$568,126		\$568,126	5.00%	
308	MLMI 2005-A6 [2]	ALT-A 2005	\$81,813,332	\$4,090,667	\$1,755,805	\$787,738		\$787,738	5.00%	
309	RBSGC 2005-A [1]	ALT-A 2005	\$1,937,065	\$174,336	\$71,062	\$31,882		\$31,882	9.00%	
310	RBSGC 2005-A [2]	ALT-A 2005	\$12,389,758	\$1,115,078	\$450,332	\$202,040		\$202,040	9.00%	
311	RBSGC 2005-A [3]	ALT-A 2005	\$10,077,956	\$907,016	\$385,491	\$172,950		\$172,950	9.00%	
312	RBSGC 2005-A [4]	ALT-A 2005	\$4,265,948	\$383,935	\$158,056	\$70,912		\$70,912	9.00%	
313	RBSGC 2005-A [5]	ALT-A 2005	\$4,996,566	\$449,691	\$193,859	\$86,974		\$86,974	9.00%	
314	SAIL 2006-2 [ALL]	Subprime 2006	\$414,289,936	\$3,231,461	\$1,795,938	\$805,743		\$805,743	0.78%	
315	SARM 2004-4 [1]	ALT-A 2004	\$2,893,799	\$1,611	\$676	\$303		\$303	0.06%	
316	SARM 2004-4 [2]	ALT-A 2004	\$8,092,700	\$4,504	\$1,846	\$828		\$828	0.06%	
317	SARM 2004-4 [3]	ALT-A 2004	\$22,740,326	\$12,657	\$5,156	\$2,313		\$2,313	0.06%	
318	SARM 2004-4 [4]	ALT-A 2004	\$2,642,773	\$1,471	\$576	\$258		\$258	0.06%	
319	SARM 2004-4 [5]	ALT-A 2004	\$1,690,893	\$941	\$365	\$164		\$164	0.06%	
320	SASC 2001-8A [1]	Prime 2001	\$376,193	\$33,857	\$5,626	\$2,524		\$2,524	9.00%	
321	SASC 2001-8A [2]	Prime 2001	\$34,679	\$3,121	\$468	\$210		\$210	9.00%	
322	SASC 2001-8A [3]	Prime 2001	\$17,693	\$1,592	\$358	\$160		\$160	9.00%	
323	SASC 2001-8A [4]	Prime 2001	\$69,946	\$6,295	\$1,929	\$866		\$866	9.00%	
324	SASC 2002-12 [1]	Prime 2002	\$7,334	\$660	\$99	\$44	LEHMAN (Financial Guaranty )/FHLMC (Pool Policy)	\$44	9.00%	
325	SASC 2002-12 [2]	Prime 2002	\$442,505	\$39,825	\$5,974	\$2,680	LEHMAN (Financial Guaranty )/FHLMC (Pool Policy)	\$2,680	9.00%	
326	SASC 2002-12 [3]	Prime 2002	\$41,941	\$3,775	\$566	\$254	LEHMAN (Financial Guaranty )/FHLMC (Pool Policy)	\$254	9.00%	
327	SASC 2002-12 [4]	Prime 2002	\$461,814	\$41,563	\$6,235	\$2,797	LEHMAN (Financial Guaranty )/FHLMC (Pool Policy)	\$2,797	9.00%	
328	SASC 2002-4H [1]	Subprime 2002	\$3,122,336	\$620,096	\$178,872	\$80,251		\$80,251	19.86%	
329	SASC 2002-4H [2]	Subprime 2002	\$7,544	\$1,498	\$417	\$187		\$187	19.86%	
330	SASC 2002-9 [1]	Prime 2002	\$2,767,129	\$22,137	\$4,956	\$2,224		\$2,224	0.80%	
331	SASC 2002-9 [2]	Prime 2002	\$1,644	\$13	\$4	\$2		\$2	0.80%	
332	SASC 2005-RF1 [ALL]	Subprime 2005	\$18,396,671	\$1,655,700	\$918,144	\$411,923		\$411,923	9.00%	

	A	B	C	D	E	F	G	H	I
	Debtor's Attributable								
1	Name	Cohort	Net All Collateral Losses	Portion of Net Collateral Losses	Losses Due to Breach	GMACM Claim	Insurer	GMACM Recognized Claim	GMACM Seller %
333	SASC 2005-RF2 [ALL]	Subprime 2005	\$15,456,095	\$1,391,049	\$770,853	\$345,841		\$345,841	9.00%
334	SASC 2005-RF4 [ALL]	Subprime 2005	\$24,615,331	\$2,215,380	\$1,229,652	\$551,680		\$551,680	9.00%
335	SASC 2005-RF6 [ALL]	Subprime 2005	\$12,269,204	\$1,104,228	\$612,965	\$275,005		\$275,005	9.00%
336	SASC 2005-S7 [ALL]	CES 2005	\$177,035,883	\$15,933,229	\$6,182,751	\$2,773,877	United Guaranty (Pool Policy)	\$2,773,877	9.00%
337	SASC 2006-BC2 [1]	Subprime 2006	\$223,252,372	\$2,009,916	\$1,117,328	\$501,287		\$501,287	0.90%
338	SASC 2006-BC2 [2]	Subprime 2006	\$232,120,872	\$2,089,758	\$1,161,686	\$521,188		\$521,188	0.90%
339	SASC 2008-RF1 [ALL]	Subprime 2008	\$22,474,726	\$1,123,736	\$585,612	\$262,734		\$262,734	5.00%
340	SEMT 2004-10 [1]	Prime 2004	\$4,908,266	\$220,872	\$110,861	\$49,737		\$49,737	4.50%
341	SEMT 2004-10 [2]	Prime 2004	\$3,477,050	\$156,467	\$77,732	\$34,874		\$34,874	4.50%
342	SEMT 2004-11 [1]	Prime 2004	\$4,686,120	\$135,897	\$69,614	\$31,232		\$31,232	2.90%
343	SEMT 2004-11 [2]	Prime 2004	\$917,875	\$26,618	\$13,393	\$6,009		\$6,009	2.90%
344	SEMT 2004-11 [3]	Prime 2004	\$1,316,313	\$38,173	\$20,242	\$9,082		\$9,082	2.90%
345	SEMT 2004-12 [1]	Prime 2004	\$4,758,130	\$295,004	\$148,902	\$66,804		\$66,804	6.20%
346	SEMT 2004-12 [2]	Prime 2004	\$1,959,642	\$121,498	\$60,509	\$27,147		\$27,147	6.20%
347	SEMT 2004-12 [3]	Prime 2004	\$743,687	\$46,109	\$27,565	\$12,367		\$12,367	6.20%
348	SEMT 2004-4 [ALL]	Prime 2004	\$6,293,703	\$249,860	\$127,733	\$57,307		\$57,307	3.97%
349	SEMT 2004-5 [1]	Prime 2004	\$3,349,661	\$301,469	\$155,376	\$69,709		\$69,709	9.00%
350	SEMT 2004-5 [2]	Prime 2004	\$1,687,793	\$151,901	\$81,331	\$36,489		\$36,489	9.00%
351	SEMT 2004-6 [1]	Prime 2004	\$4,262,473	\$356,769	\$170,343	\$76,424		\$76,424	8.37%
352	SEMT 2004-6 [2]	Prime 2004	\$1,463,834	\$122,523	\$68,884	\$30,904		\$30,904	8.37%
353	SEMT 2004-6 [3]	Prime 2004	\$891,482	\$74,617	\$41,038	\$18,412		\$18,412	8.37%
354	SEMT 2004-7 [1]	Prime 2004	\$3,202,518	\$282,142	\$148,566	\$66,654		\$66,654	8.81%
355	SEMT 2004-7 [2]	Prime 2004	\$2,569,941	\$226,412	\$119,449	\$53,590		\$53,590	8.81%
356	SEMT 2004-7 [3]	Prime 2004	\$1,434,948	\$126,419	\$69,746	\$31,291		\$31,291	8.81%
357	SEMT 2004-8 [1]	Prime 2004	\$3,923,710	\$304,853	\$157,041	\$70,456		\$70,456	7.77%
358	SEMT 2004-8 [2]	Prime 2004	\$3,739,595	\$290,548	\$148,836	\$66,775		\$66,775	7.77%
359	SEMT 2004-9 [1]	Prime 2004	\$5,430,098	\$488,709	\$258,996	\$116,198		\$116,198	9.00%
360	SEMT 2004-9 [2]	Prime 2004	\$3,231,985	\$290,879	\$146,504	\$65,729		\$65,729	9.00%
361	SEMT 2005-1 [1]	Prime 2005	\$3,965,273	\$356,875	\$193,681	\$86,895		\$86,895	9.00%
362	SEMT 2005-1 [2]	Prime 2005	\$1,899,189	\$170,927	\$82,809	\$37,152		\$37,152	9.00%
363	SEMT 2005-2 [1]	Prime 2005	\$2,580,437	\$232,239	\$124,685	\$55,940		\$55,940	9.00%
364	SEMT 2005-2 [2]	Prime 2005	\$1,311,288	\$118,016	\$62,062	\$27,844		\$27,844	9.00%
365	SEMT 2005-3 [ALL]	ALT-A 2005	\$11,878,947	\$534,553	\$214,656	\$96,305		\$96,305	4.50%
366	SEMT 2005-4 [1]	Prime 2005	\$2,017,483	\$47,414	\$28,342	\$12,716		\$12,716	2.35%
367	SEMT 2005-4 [2]	Prime 2005	\$3,406,487	\$80,058	\$45,872	\$20,580		\$20,580	2.35%
368	SEMT 2007-2 [1]	Prime 2007	\$33,910,589	\$1,693,851	\$596,292	\$267,525		\$267,525	5.00%
369	SEMT 2007-2 [2A]	Prime 2007	\$28,986,949	\$1,447,913	\$523,111	\$234,693		\$234,693	5.00%
370	SEMT 2007-2 [2B]	Prime 2007	\$14,374,170	\$717,997	\$257,667	\$115,602		\$115,602	5.00%
371	SEMT 2007-3 [1]	Prime 2007	\$23,052,570	\$1,152,628	\$407,876	\$182,993		\$182,993	5.00%
372	SEMT 2007-3 [2A]	Prime 2007	\$20,762,575	\$1,038,129	\$374,833	\$168,168		\$168,168	5.00%
373	SEMT 2007-3 [2B]	Prime 2007	\$11,161,856	\$558,093	\$202,054	\$90,651		\$90,651	5.00%
374	SEMT 2007-3 [2C]	Prime 2007	\$6,570,995	\$328,550	\$118,012	\$52,946		\$52,946	5.00%
375	SEMT 2007-4 [1]	Prime 2007	\$3,515,624	\$175,781	\$62,106	\$27,864		\$27,864	5.00%
376	SEMT 2007-4 [2]	Prime 2007	\$502,778	\$25,139	\$9,011	\$4,043		\$4,043	5.00%
377	SEMT 2007-4 [3]	Prime 2007	\$9,255,769	\$462,788	\$167,178	\$75,004		\$75,004	5.00%
378	SEMT 2007-4 [4]	Prime 2007	\$3,066,130	\$153,307	\$54,779	\$24,577		\$24,577	5.00%
379	SEMT 2007-4 [5]	Prime 2007	\$1,996,714	\$99,836	\$35,520	\$15,936		\$15,936	5.00%
380	STAC 2007-1 [ALL]	CES 2007	\$90,453,636	\$4,522,682	\$2,390,288	\$1,072,397	XL Capital	\$0	5.00%
381	TMTS 2005-11 [1]	Second Lien 2005	\$168,936,944	\$15,204,325	\$8,268,426	\$3,709,610		\$3,709,610	9.00%
382	TMTS 2005-11 [2]	Second Lien 2005	\$80,482,664	\$7,243,440	\$3,962,710	\$1,777,861		\$1,777,861	9.00%
383	TMTS 2005-13SL [2]	Second Lien 2005	\$11,452,424	\$1,030,718	\$534,001	\$119,789	FGIC	\$119,789	4.50%
384			\$8,195,073,224	\$854,579,356	\$336,562,783	\$131,134,861		\$124,344,791	

**EXHIBIT 3R**

**Except for the RMBS Trust Claims set forth in Schedules 1G, 1R, 2G, 2R, 3G, 3R, 4G and 4R, none of the Claims asserted by the RMBS Trustees on behalf of the RMBS Trusts (other than claims for the payment of certain fees and expenses as set forth in the Plan) will be entitled to a distribution under the Plan.**

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Debtor's Attributable Portion of Net Collateral Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
2	BAFC 2005-3 [1]	Prime 2005	\$3,157,294	\$135,809	\$74,842	\$33,578		\$33,578	4.30%
3	BAFC 2005-3 [2]	Prime 2005	\$500,969	\$21,549	\$12,882	\$5,780		\$5,780	4.30%
4	BAFC 2005-4 [1]	Prime 2005	\$1,389,038	\$87,509	\$49,537	\$22,225	Assured Guaranty - Insurer Exception	\$22,225	6.30%
5	BAFC 2005-4 [2]	Prime 2005	\$2,791,134	\$175,841	\$96,611	\$43,344	Assured Guaranty - Insurer Exception	\$43,344	6.30%
6	BAFC 2005-5 [1]	Prime 2005	\$3,434,972	\$557,152	\$296,778	\$133,149		\$133,149	16.22%
7	BAFC 2005-5 [2]	Prime 2005	\$4,582,970	\$743,358	\$383,141	\$171,895		\$171,895	16.22%
8	BAFC 2005-5 [3]	Prime 2005	\$1,950,683	\$316,401	\$165,859	\$74,412		\$74,412	16.22%
9	BAFC 2005-6 [1]	Prime 2005	\$6,275,483	\$918,103	\$469,068	\$91,486		\$91,486	6.36%
10	BAFC 2005-6 [2]	Prime 2005	\$7,725,474	\$1,130,237	\$563,719	\$109,946		\$109,946	6.36%
11	BAFC 2005-7 [1]	Prime 2005	\$5,630,681	\$146,398	\$74,090	\$33,240		\$33,240	2.60%
12	BAFC 2005-7 [2]	Prime 2005	\$5,739,643	\$149,231	\$74,033	\$33,215		\$33,215	2.60%
13	BAFC 2005-7 [3]	Prime 2005	\$5,582,041	\$145,133	\$76,803	\$34,457		\$34,457	2.60%
14	BAFC 2005-7 [4]	Prime 2005	\$3,861,489	\$100,399	\$52,907	\$23,736		\$23,736	2.60%
15	BAFC 2005-8 [1]	Prime 2005	\$2,842,891	\$519,680	\$257,911	\$58,235		\$58,235	9.20%
16	BAFC 2005-8 [2]	Prime 2005	\$7,195,865	\$1,315,404	\$691,122	\$156,053		\$156,053	9.20%
17	BAFC 2005-8 [3]	Prime 2005	\$1,328,402	\$242,832	\$122,362	\$27,629		\$27,629	9.20%
18	BAFC 2005-8 [4]	Prime 2005	\$6,760,354	\$1,235,793	\$618,177	\$139,582		\$139,582	9.20%
19	BAFC 2006-1 [1]	ALT-A 2006	\$20,430,173	\$1,618,070	\$542,291	\$117,962		\$117,962	3.84%
20	BAFC 2006-1 [2]	ALT-A 2006	\$11,370,616	\$900,553	\$302,457	\$65,792		\$65,792	3.84%
21	BAFC 2006-1 [3]	ALT-A 2006	\$11,009,803	\$871,976	\$293,888	\$63,928		\$63,928	3.84%
22	BAFC 2006-5 [1]	Prime 2006	\$12,988,677	\$649,434	\$234,012	\$52,495		\$52,495	2.50%
23	BAFC 2006-5 [2]	Prime 2006	\$3,096,225	\$154,811	\$55,701	\$12,495		\$12,495	2.50%
24	BAFC 2006-5 [3]	Prime 2006	\$4,985,845	\$249,292	\$89,921	\$20,171		\$20,171	2.50%
25	BAFC 2006-5 [4]	Prime 2006	\$12,969,503	\$648,475	\$232,499	\$52,155		\$52,155	2.50%
26	BALTA 2005-4 [I]	ALT-A 2005	\$40,360,845	\$257,319	\$111,676	\$2,293		\$2,293	0.03%
27	BALTA 2005-4 [II1]	ALT-A 2005	\$21,587,644	\$137,631	\$59,437	\$1,220		\$1,220	0.03%
28	BALTA 2005-4 [II2]	ALT-A 2005	\$15,573,544	\$99,289	\$42,498	\$873		\$873	0.03%
29	BALTA 2005-4 [II3]	ALT-A 2005	\$124,064,736	\$790,971	\$333,975	\$6,857		\$6,857	0.03%
30	BALTA 2005-4 [II4]	ALT-A 2005	\$8,986,500	\$57,293	\$23,409	\$481		\$481	0.03%
31	BALTA 2005-4 [II5]	ALT-A 2005	\$8,181,787	\$52,163	\$20,991	\$431		\$431	0.03%
32	CARR 2006-RFC1 [ALL]	Subprime 2006	\$236,844,665	\$236,844,665	\$131,688,808	\$59,081,881		\$59,081,881	100.00%
33	CARR 2007-RFC1 [ALL]	Subprime 2007	\$341,374,765	\$341,374,765	\$189,871,385	\$85,185,360		\$85,185,360	100.00%
34	FNR 2002-66 [1]	Subprime 2002	\$6,746,831	\$607,215	\$130,877	\$29,359	FNMA/FNMA (Agency Wrap)	\$0	4.50%
35	FNR 2002-66 [4]	Subprime 2002	\$5,410,998	\$486,990	\$132,019	\$29,615	FNMA/FNMA (Agency Wrap)	\$0	4.50%
36	FNR 2002-66 [5]	Subprime 2002	\$3,342,601	\$300,834	\$80,464	\$18,050	FNMA/FNMA (Agency Wrap)	\$0	4.50%
37	GSR 2007-AR1 [1]	Prime 2007	\$10,043,917	\$502,196	\$181,370	\$81,371		\$81,371	5.00%
38	GSR 2007-AR1 [2]	Prime 2007	\$152,459,019	\$7,622,951	\$2,752,585	\$1,234,941		\$1,234,941	5.00%
39	GSR 2007-AR1 [3]	Prime 2007	\$14,325,032	\$716,252	\$257,560	\$115,554		\$115,554	5.00%
40	GSR 2007-AR1 [4]	Prime 2007	\$5,623,720	\$281,186	\$100,590	\$45,130		\$45,130	5.00%
41	GSR 2007-AR1 [5]	Prime 2007	\$8,280,024	\$414,001	\$147,185	\$66,034		\$66,034	5.00%
42	GSR 2007-AR1 [6]	Prime 2007	\$3,495,973	\$174,799	\$61,468	\$27,577		\$27,577	5.00%
43	GSR 2007-HEL1 [ALL]	Second Lien 2007	\$4,473,052	\$223,653	\$109,816	\$49,269	MBIA	\$0	5.00%
44	GSR 2007-OA2 [1]	Pay Option ARM 2007	\$123,200,992	\$6,160,050	\$2,273,934	\$1,020,195		\$1,020,195	5.00%
45	GSR 2007-OA2 [2]	Pay Option ARM 2007	\$9,730,280	\$2,986,514	\$1,101,160	\$494,033		\$494,033	5.00%
46	HALO 2007-AR2 [I]	ALT-A 2007	\$3,666,399	\$12,194	\$4,151	\$1,863		\$1,863	0.33%
47	HALO 2007-AR2 [II]	ALT-A 2007	\$7,031,784	\$189,684	\$65,148	\$29,229		\$29,229	0.33%
48	HALO 2007-AR2 [III]	ALT-A 2007	\$17,955,461	\$9,719	\$20,226	\$9,074		\$9,074	0.33%
49	HALO 2007-AR2 [IV]	ALT-A 2007	\$12,421,672	\$41,314	\$13,997	\$6,280		\$6,280	0.33%
50	HVMLT 2006-13 [ALL]	ALT-A 2006	\$39,021,465	\$849,176	\$291,405	\$130,738		\$130,738	2.18%
51	HVMLT 2007-2 [1]	Pay Option ARM 2007	\$159,009,612	\$16,346,188	\$5,923,716	\$2,657,661		\$2,657,661	10.28%
52	HVMLT 2007-2 [2]	Pay Option ARM 2007	\$338,985,056	\$34,847,664	\$12,759,945	\$5,724,720	AMBAC - Insurer Exception	\$5,724,720	10.28%
53	HVMLT 2007-7 [1]	Pay Option ARM 2007	\$219,963,469	\$26,527,594	\$9,879,031	\$2,216,102		\$2,216,102	6.03%
54	HVMLT 2007-7 [2]	Pay Option ARM 2007	\$367,807,400	\$44,357,572	\$16,497,081	\$3,700,689		\$3,700,689	6.03%
55	LUM 2006-3 [I_1]	ALT-A 2006	\$52,211,565	\$14,804,384	\$5,168,513	\$2,318,842		\$2,318,842	28.35%
56	LUM 2006-3 [I_2]	ALT-A 2006	\$58,886,998	\$16,697,177	\$5,767,445	\$2,587,551		\$2,587,551	28.35%
57	LUM 2006-3 [II_1]	ALT-A 2006	\$12,113,155	\$3,434,638	\$1,187,769	\$532,890		\$532,890	28.35%
58	LUM 2006-3 [II_2]	ALT-A 2006	\$43,085,895	\$12,216,836	\$4,215,120	\$1,891,104		\$1,891,104	28.35%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
59	LUM 2006-3 [H_3]	ALT-A 2006	\$18,810,110	\$5,333,533	\$1,848,016	\$829,108		\$829,108	28.35%
60	LUM 2006-5 [ALL]	Pay Option ARM 2006	\$151,787,226	\$78,716,856	\$28,697,131	\$12,874,902		\$12,874,902	51.86%
61	LUM 2006-6 [ALL]	Pay Option ARM 2006	\$204,139,613	\$158,534,823	\$57,935,169	\$12,484,155		\$12,484,155	37.30%
62	LUM 2007-2 [1]	ALT-A 2007	\$139,923,492	\$2,777,722	\$950,751	\$213,276		\$213,276	0.99%
63	LUM 2007-2 [2]	ALT-A 2007	\$46,579,284	\$924,679	\$321,573	\$72,137		\$72,137	0.99%
64	LXS 2006-12N [1]	ALT-A 2006	\$386,879,917	\$64,879,762	\$22,449,128	\$10,071,749		\$10,071,749	16.77%
65	LXS 2006-12N [2]	ALT-A 2006	\$145,282,248	\$24,363,833	\$8,454,170	\$3,792,944		\$3,792,944	16.77%
66	LXS 2007-12N [1]	Pay Option ARM 2007	\$264,852,925	\$7,233,852	\$2,637,953	\$1,183,512		\$1,183,512	2.73%
67	LXS 2007-12N [2]	Pay Option ARM 2007	\$162,901,077	\$4,449,271	\$1,617,277	\$725,587		\$725,587	2.73%
68	LXS 2007-12N [3]	Pay Option ARM 2007	\$81,972,681	\$2,238,896	\$826,252	\$370,696		\$370,696	2.73%
69	LXS 2007-15N [1]	Pay Option ARM 2007	\$98,993,775	\$15,340,587	\$5,723,555	\$2,567,860		\$2,567,860	15.50%
70	LXS 2007-15N [1_C]	Pay Option ARM 2007	\$121,337,676	\$18,803,113	\$6,872,049	\$3,083,129		\$3,083,129	15.50%
71	LXS 2007-15N [2]	Pay Option ARM 2007	\$245,466,610	\$38,038,773	\$14,228,602	\$6,383,629		\$6,383,629	15.50%
72	LXS 2007-15N [3]	Pay Option ARM 2007	\$162,024,582	\$25,108,166	\$8,922,483	\$4,003,051	AMBAC	\$4,003,051	15.50%
73	LXS 2007-15N [4]	Pay Option ARM 2007	\$325,655,841	\$50,465,310	\$18,853,309	\$8,458,494	AMBAC - Insurer Exception	\$8,458,494	15.50%
74	LXS 2007-2N [1]	Pay Option ARM 2007	\$117,067,376	\$41,523,798	\$14,975,633	\$6,718,783		\$6,718,783	35.47%
75	LXS 2007-2N [2]	Pay Option ARM 2007	\$158,295,039	\$56,147,250	\$20,154,799	\$9,042,404		\$9,042,404	35.47%
76	LXS 2007-2N [3]	Pay Option ARM 2007	\$235,118,735	\$83,396,615	\$29,858,722	\$13,396,047		\$13,396,047	35.47%
77	LXS 2007-4N [1]	Pay Option ARM 2007	\$222,567,695	\$32,561,654	\$11,749,573	\$5,271,419		\$5,271,419	14.63%
78	LXS 2007-4N [2]	Pay Option ARM 2007	\$357,163,459	\$52,253,014	\$18,760,391	\$8,416,806		\$8,416,806	14.63%
79	LXS 2007-4N [3]	Pay Option ARM 2007	\$226,154,568	\$33,086,413	\$11,954,194	\$5,363,222		\$5,363,222	14.63%
80	RALI 1999-QS4 [ALL]	ALT-A 1999	\$230,773	\$230,773	\$30,724	\$13,784		\$13,784	100.00%
81	RALI 2001-QS13 [ALL]	ALT-A 2001	\$346,324	\$346,324	\$91,112	\$40,877		\$40,877	100.00%
82	RALI 2001-QS16 [ALL]	ALT-A 2001	\$2,113,267	\$2,113,267	\$548,624	\$246,139		\$246,139	100.00%
83	RALI 2001-QS17 [ALL]	ALT-A 2001	\$2,187,528	\$2,187,528	\$561,927	\$252,107	MBIA - Insurer Exception	\$252,107	100.00%
84	RALI 2001-QS18 [ALL]	ALT-A 2001	\$2,995,344	\$2,995,344	\$774,161	\$347,325		\$347,325	100.00%
85	RALI 2001-QS19 [ALL]	ALT-A 2001	\$350,949	\$350,949	\$91,637	\$41,113		\$41,113	100.00%
86	RALI 2002-QS1 [ALL]	ALT-A 2002	\$2,212,425	\$2,212,425	\$557,330	\$250,045		\$250,045	100.00%
87	RALI 2002-QS10 [ALL]	ALT-A 2002	\$638,581	\$638,581	\$159,531	\$71,573		\$71,573	100.00%
88	RALI 2002-QS11 [ALL]	ALT-A 2002	\$3,238,550	\$3,238,550	\$826,328	\$370,730		\$370,730	100.00%
89	RALI 2002-QS12 [ALL]	ALT-A 2002	\$3,791,820	\$3,791,820	\$954,960	\$428,441		\$428,441	100.00%
90	RALI 2002-QS13 [ALL]	ALT-A 2002	\$671,875	\$671,875	\$173,560	\$77,867		\$77,867	100.00%
91	RALI 2002-QS14 [ALL]	ALT-A 2002	\$2,318,529	\$2,318,529	\$575,862	\$258,359		\$258,359	100.00%
92	RALI 2002-QS15 [1]	ALT-A 2002	\$2,591,745	\$2,591,745	\$644,412	\$289,114		\$289,114	100.00%
93	RALI 2002-QS15 [2]	ALT-A 2002	\$1,167,494	\$1,167,494	\$289,364	\$129,822	MBIA - Insurer Exception	\$129,822	100.00%
94	RALI 2002-QS16 [ALL]	ALT-A 2002	\$368,653	\$368,653	\$92,674	\$41,578		\$41,578	100.00%
95	RALI 2002-QS17 [1]	ALT-A 2002	\$3,540,853	\$3,540,853	\$888,852	\$398,781		\$398,781	100.00%
96	RALI 2002-QS17 [2]	ALT-A 2002	\$1,984,272	\$1,984,272	\$501,596	\$225,040		\$225,040	100.00%
97	RALI 2002-QS18 [ALL]	ALT-A 2002	\$793,671	\$793,671	\$200,279	\$89,855		\$89,855	100.00%
98	RALI 2002-QS19 [ALL]	ALT-A 2002	\$6,987,448	\$6,987,448	\$1,724,906	\$773,875		\$773,875	100.00%
99	RALI 2002-QS2 [ALL]	ALT-A 2002	\$1,929,280	\$1,929,280	\$491,863	\$220,673		\$220,673	100.00%
100	RALI 2002-QS3 [ALL]	ALT-A 2002	\$4,018,979	\$4,018,979	\$1,015,285	\$455,505		\$455,505	100.00%
101	RALI 2002-QS4 [ALL]	ALT-A 2002	\$489,411	\$489,411	\$127,502	\$57,203		\$57,203	100.00%
102	RALI 2002-QS5 [ALL]	ALT-A 2002	\$4,104,647	\$4,104,647	\$1,053,114	\$472,477		\$472,477	100.00%
103	RALI 2002-QS6 [ALL]	ALT-A 2002	\$4,672,740	\$4,672,740	\$1,189,908	\$533,850		\$533,850	100.00%
104	RALI 2002-QS7 [ALL]	ALT-A 2002	\$3,061,206	\$3,061,206	\$770,981	\$345,899		\$345,899	100.00%
105	RALI 2002-QS8 [ALL]	ALT-A 2002	\$401,401	\$401,401	\$104,368	\$46,825		\$46,825	100.00%
106	RALI 2002-QS9 [ALL]	ALT-A 2002	\$3,469,375	\$3,469,375	\$890,621	\$399,575		\$399,575	100.00%
107	RALI 2003-QA1 [1]	ALT-A 2003	\$1,885,046	\$1,885,046	\$727,323	\$326,312		\$326,312	100.00%
108	RALI 2003-QA1 [2]	ALT-A 2003	\$943,195	\$943,195	\$363,770	\$163,204		\$163,204	100.00%
109	RALI 2003-QS1 [ALL]	ALT-A 2003	\$4,991,061	\$4,991,061	\$1,901,733	\$853,208	MBIA - Insurer Exception	\$853,208	100.00%
110	RALI 2003-QS10 [ALL]	ALT-A 2003	\$7,555,943	\$7,555,943	\$2,808,136	\$1,259,864		\$1,259,864	100.00%
111	RALI 2003-QS11 [ALL]	ALT-A 2003	\$9,179,197	\$9,179,197	\$3,440,321	\$1,543,492		\$1,543,492	100.00%
112	RALI 2003-QS12 [ALL]	ALT-A 2003	\$819,357	\$819,357	\$308,398	\$138,362		\$138,362	100.00%
113	RALI 2003-QS13 [ALL]	ALT-A 2003	\$8,449,079	\$8,449,079	\$3,088,336	\$1,385,575		\$1,385,575	100.00%
114	RALI 2003-QS14 [ALL]	ALT-A 2003	\$778,491	\$778,491	\$293,881	\$131,849		\$131,849	100.00%
115	RALI 2003-QS15 [ALL]	ALT-A 2003	\$8,645,770	\$8,645,770	\$3,218,095	\$1,443,791		\$1,443,791	100.00%
116	RALI 2003-QS16 [ALL]	ALT-A 2003	\$1,004,680	\$1,004,680	\$376,335	\$168,842		\$168,842	100.00%
117	RALI 2003-QS17 [1]	ALT-A 2003	\$1,469,720	\$1,469,720	\$533,648	\$239,420		\$239,420	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
118	RALI 2003-QS17 [2]	ALT-A 2003	\$7,034,848	\$7,034,848	\$2,630,344	\$1,180,098		\$1,180,098	100.00%
119	RALI 2003-QS17 [3]	ALT-A 2003	\$1,060,655	\$1,060,655	\$371,690	\$166,758		\$166,758	100.00%
120	RALI 2003-QS18 [ALL]	ALT-A 2003	\$457,048	\$457,048	\$168,075	\$75,407		\$75,407	100.00%
121	RALI 2003-QS19 [1]	ALT-A 2003	\$1,997,437	\$1,997,437	\$730,074	\$327,546		\$327,546	100.00%
122	RALI 2003-QS19 [2]	ALT-A 2003	\$2,732,604	\$2,732,604	\$1,005,819	\$451,258		\$451,258	100.00%
123	RALI 2003-QS19 [3]	ALT-A 2003	\$2,921,132	\$2,921,132	\$1,110,872	\$498,390		\$498,390	100.00%
124	RALI 2003-QS2 [ALL]	ALT-A 2003	\$4,246,654	\$4,246,654	\$1,586,257	\$711,671		\$711,671	100.00%
125	RALI 2003-QS20 [1]	ALT-A 2003	\$78,920	\$78,920	\$26,181	\$11,746		\$11,746	100.00%
126	RALI 2003-QS20 [2]	ALT-A 2003	\$821,353	\$821,353	\$302,944	\$135,915		\$135,915	100.00%
127	RALI 2003-QS21 [ALL]	ALT-A 2003	\$6,586,508	\$6,586,508	\$2,493,625	\$1,118,759		\$1,118,759	100.00%
128	RALI 2003-QS22 [ALL]	ALT-A 2003	\$5,473,878	\$5,473,878	\$2,054,235	\$921,628		\$921,628	100.00%
129	RALI 2003-QS23 [ALL]	ALT-A 2003	\$740,798	\$740,798	\$280,771	\$125,967		\$125,967	100.00%
130	RALI 2003-QS3 [ALL]	ALT-A 2003	\$712,343	\$712,343	\$272,950	\$122,458		\$122,458	100.00%
131	RALI 2003-QS4 [ALL]	ALT-A 2003	\$5,001,964	\$5,001,964	\$1,869,223	\$838,623		\$838,623	100.00%
132	RALI 2003-QS5 [ALL]	ALT-A 2003	\$911,196	\$911,196	\$348,817	\$156,496		\$156,496	100.00%
133	RALI 2003-QS6 [ALL]	ALT-A 2003	\$4,005,808	\$4,005,808	\$1,493,456	\$670,035		\$670,035	100.00%
134	RALI 2003-QS7 [ALL]	ALT-A 2003	\$3,777,491	\$3,777,491	\$1,419,217	\$636,728		\$636,728	100.00%
135	RALI 2003-QS8 [ALL]	ALT-A 2003	\$4,468,434	\$4,468,434	\$1,686,423	\$756,610	MBIA - Insurer Exception	\$756,610	100.00%
136	RALI 2003-QS9 [ALL]	ALT-A 2003	\$602,679	\$602,679	\$221,661	\$99,448		\$99,448	100.00%
137	RAMP 2001-RS1 [1]	Subprime 2001	\$14,132,854	\$14,132,854	\$3,949,951	\$1,772,137	AMBAC	\$1,772,137	100.00%
138	RAMP 2001-RS1 [2]	Subprime 2001	\$11,341,710	\$11,341,710	\$3,165,463	\$1,420,178	AMBAC	\$1,420,178	100.00%
139	RAMP 2001-RS2 [2]	Subprime 2001	\$11,907,960	\$11,907,960	\$3,327,456	\$1,492,855		\$1,492,855	100.00%
140	RAMP 2001-RS3 [1]	Subprime 2001	\$21,405,338	\$21,405,338	\$5,988,384	\$2,686,675	AMBAC	\$2,686,675	100.00%
141	RAMP 2001-RS3 [2]	Subprime 2001	\$10,762,120	\$10,762,120	\$3,013,877	\$1,352,169	AMBAC	\$1,352,169	100.00%
142	RAMP 2002-RS1 [1]	Subprime 2002	\$15,650,018	\$15,650,018	\$4,381,800	\$1,965,884	AMBAC - Insurer Exception	\$1,965,884	100.00%
143	RAMP 2002-RS1 [2]	Subprime 2002	\$8,010,927	\$8,010,927	\$2,234,281	\$1,002,405		\$1,002,405	100.00%
144	RAMP 2002-RS2 [1]	Subprime 2002	\$13,420,166	\$13,420,166	\$3,769,842	\$1,691,331	AMBAC - Insurer Exception	\$1,691,331	100.00%
145	RAMP 2002-RS2 [2]	Subprime 2002	\$7,613,438	\$7,613,438	\$2,123,105	\$952,526		\$952,526	100.00%
146	RAMP 2002-RS3 [1]	Subprime 2002	\$13,633,615	\$13,633,615	\$3,839,770	\$1,722,704		\$1,722,704	100.00%
147	RAMP 2002-RS3 [2]	Subprime 2002	\$10,936,054	\$10,936,054	\$3,054,772	\$1,370,517		\$1,370,517	100.00%
148	RAMP 2002-RS4 [1]	Subprime 2002	\$11,211,680	\$11,211,680	\$3,164,609	\$1,419,794	AMBAC	\$1,419,794	100.00%
149	RAMP 2002-RS4 [2]	Subprime 2002	\$14,059,649	\$14,059,649	\$3,916,317	\$1,757,047	AMBAC	\$1,757,047	100.00%
150	RAMP 2002-RS5 [1]	Subprime 2002	\$9,234,594	\$9,234,594	\$2,615,195	\$1,173,301	AMBAC	\$1,173,301	100.00%
151	RAMP 2002-RS5 [2]	Subprime 2002	\$10,619,297	\$10,619,297	\$2,972,842	\$1,333,759	AMBAC	\$1,333,759	100.00%
152	RAMP 2002-RS6 [1]	Subprime 2002	\$16,016,644	\$16,016,644	\$4,543,938	\$2,038,627	AMBAC	\$2,038,627	100.00%
153	RAMP 2002-RS6 [2]	Subprime 2002	\$15,089,905	\$15,089,905	\$4,212,280	\$1,889,830	AMBAC	\$1,889,830	100.00%
154	RAMP 2002-RS7 [ALL]	Subprime 2003	\$9,011,820	\$9,011,820	\$3,840,950	\$1,723,233	AMBAC	\$1,723,233	100.00%
155	RAMP 2002-RZ2 [ALL]	Subprime 2002	\$13,272,629	\$13,272,629	\$3,732,358	\$1,674,514		\$1,674,514	100.00%
156	RAMP 2002-RZ3 [ALL]	Subprime 2002	\$24,688,747	\$24,688,747	\$6,961,306	\$3,123,174		\$3,123,174	100.00%
157	RAMP 2002-RZ4 [ALL]	Subprime 2002	\$21,679,381	\$21,679,381	\$6,121,335	\$2,746,323	AMBAC	\$2,746,323	100.00%
158	RAMP 2002-SL1 [1]	Subprime 2002	\$280,138	\$280,138	\$80,344	\$36,046		\$36,046	100.00%
159	RAMP 2002-SL1 [2]	Subprime 2002	\$401,196	\$401,196	\$116,562	\$52,295		\$52,295	100.00%
160	RAMP 2003-RS1 [1]	Subprime 2003	\$10,364,254	\$10,364,254	\$4,417,266	\$1,981,796		\$1,981,796	100.00%
161	RAMP 2003-RS1 [2]	Subprime 2003	\$24,844,822	\$24,844,822	\$10,401,836	\$4,666,760	AMBAC	\$4,666,760	100.00%
162	RAMP 2003-RS10 [1]	Subprime 2003	\$22,668,886	\$22,668,886	\$9,708,179	\$4,355,552		\$4,355,552	100.00%
163	RAMP 2003-RS10 [2A]	Subprime 2003	\$40,179,464	\$40,179,464	\$16,827,111	\$7,549,444		\$7,549,444	100.00%
164	RAMP 2003-RS10 [2B]	Subprime 2003	\$30,464,898	\$30,464,898	\$12,771,782	\$5,730,030		\$5,730,030	100.00%
165	RAMP 2003-RS11 [1]	Subprime 2003	\$44,966,337	\$44,966,337	\$19,307,346	\$8,662,196	AMBAC - Insurer Exception	\$8,662,196	100.00%
166	RAMP 2003-RS11 [2A]	Subprime 2003	\$44,931,647	\$44,931,647	\$18,849,493	\$8,456,782		\$8,456,782	100.00%
167	RAMP 2003-RS11 [2B]	Subprime 2003	\$18,066,135	\$18,066,135	\$7,582,862	\$3,402,033		\$3,402,033	100.00%
168	RAMP 2003-RS2 [1]	Subprime 2003	\$22,021,385	\$22,021,385	\$9,365,718	\$4,201,908	AMBAC	\$4,201,908	100.00%
169	RAMP 2003-RS2 [2]	Subprime 2003	\$43,181,011	\$43,181,011	\$18,073,396	\$8,108,588	AMBAC	\$8,108,588	100.00%
170	RAMP 2003-RS3 [1]	Subprime 2003	\$12,523,691	\$12,523,691	\$5,329,499	\$2,391,067	AMBAC	\$2,391,067	100.00%
171	RAMP 2003-RS3 [2]	Subprime 2003	\$40,909,244	\$40,909,244	\$17,115,331	\$7,678,754	AMBAC	\$7,678,754	100.00%
172	RAMP 2003-RS4 [1]	Subprime 2003	\$17,709,588	\$17,709,588	\$7,595,867	\$3,407,868	AMBAC	\$3,407,868	100.00%
173	RAMP 2003-RS4 [2A]	Subprime 2003	\$30,007,775	\$30,007,775	\$12,548,627	\$5,629,912	AMBAC	\$5,629,912	100.00%
174	RAMP 2003-RS4 [2B]	Subprime 2003	\$16,547,928	\$16,547,928	\$6,930,760	\$3,109,470	AMBAC	\$3,109,470	100.00%
175	RAMP 2003-RS5 [1]	Subprime 2003	\$25,876,571	\$25,876,571	\$11,083,386	\$4,972,536	AMBAC	\$4,972,536	100.00%
176	RAMP 2003-RS5 [2A]	Subprime 2003	\$23,850,396	\$23,850,396	\$9,979,780	\$4,477,405	AMBAC	\$4,477,405	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
177	RAMP 2003-RS5 [2B]	Subprime 2003	\$15,570,469	\$15,570,469	\$6,520,512	\$2,925,413	AMBAC	\$2,925,413	100.00%
178	RAMP 2003-RS6 [1]	Subprime 2003	\$21,360,746	\$21,360,746	\$9,132,558	\$4,097,301	AMBAC	\$4,097,301	100.00%
179	RAMP 2003-RS6 [2A]	Subprime 2003	\$24,192,928	\$24,192,928	\$10,111,824	\$4,536,647	AMBAC	\$4,536,647	100.00%
180	RAMP 2003-RS6 [2B]	Subprime 2003	\$12,830,082	\$12,830,082	\$5,381,549	\$2,414,419	AMBAC	\$2,414,419	100.00%
							AMBAC - Insurer		
181	RAMP 2003-RS7 [1]	Subprime 2003	\$29,695,244	\$29,695,244	\$12,798,855	\$5,742,177	Exception	\$5,742,177	100.00%
182	RAMP 2003-RS7 [2A]	Subprime 2003	\$27,743,671	\$27,743,671	\$11,609,845	\$5,208,730		\$5,208,730	100.00%
183	RAMP 2003-RS7 [2B]	Subprime 2003	\$16,165,393	\$16,165,393	\$6,772,625	\$3,038,523		\$3,038,523	100.00%
							Ambac - Insurer		
184	RAMP 2003-RS8 [1]	Subprime 2003	\$36,947,532	\$36,947,532	\$15,887,043	\$7,127,685	Exception	\$7,127,685	100.00%
185	RAMP 2003-RS8 [2A]	Subprime 2003	\$28,788,872	\$28,788,872	\$12,056,797	\$5,409,254		\$5,409,254	100.00%
186	RAMP 2003-RS8 [2B]	Subprime 2003	\$19,171,160	\$19,171,160	\$8,027,028	\$3,601,307		\$3,601,307	100.00%
							AMBAC - Insurer		
187	RAMP 2003-RS9 [1]	Subprime 2003	\$32,922,154	\$32,922,154	\$14,077,815	\$6,315,979	Exception	\$6,315,979	100.00%
188	RAMP 2003-RS9 [2A]	Subprime 2003	\$26,247,064	\$26,247,064	\$10,994,767	\$4,932,777		\$4,932,777	100.00%
189	RAMP 2003-RS9 [2B]	Subprime 2003	\$21,828,237	\$21,828,237	\$9,156,296	\$4,107,951		\$4,107,951	100.00%
190	RAMP 2003-RZ1 [1]	Subprime 2003	\$20,625,507	\$20,625,507	\$8,768,028	\$3,933,756	AMBAC	\$3,933,756	100.00%
191	RAMP 2003-RZ1 [2]	Subprime 2003	\$14,228,063	\$14,228,063	\$6,028,644	\$2,704,737	AMBAC	\$2,704,737	100.00%
192	RAMP 2003-RZ2 [ALL]	Subprime 2003	\$13,651,172	\$13,651,172	\$5,810,718	\$2,606,965	AMBAC	\$2,606,965	100.00%
							Ambac - Insurer		
193	RAMP 2003-RZ3 [ALL]	Subprime 2003	\$27,865,310	\$27,865,310	\$11,886,240	\$5,332,734	Exception	\$5,332,734	100.00%
							AMBAC - Insurer		
194	RAMP 2003-RZ4 [ALL]	Subprime 2003	\$54,461,943	\$54,461,943	\$23,363,557	\$10,482,006	Exception	\$10,482,006	100.00%
							AMBAC - Insurer		
195	RAMP 2003-RZ5 [1]	Subprime 2003	\$45,204,897	\$45,204,897	\$19,380,058	\$8,694,819	Exception	\$8,694,819	100.00%
196	RAMP 2003-RZ5 [2]	Subprime 2003	\$5,502,923	\$5,502,923	\$2,316,255	\$1,039,182		\$1,039,182	100.00%
197	RAMP 2003-SL1 [1]	Subprime 2003	\$41,379	\$41,379	\$17,794	\$7,983		\$7,983	100.00%
198	RAMP 2003-SL1 [2]	Subprime 2003	\$30,341	\$30,341	\$13,468	\$6,042		\$6,042	100.00%
199	RAMP 2003-SL1 [3]	Subprime 2003	\$1,728,793	\$1,728,793	\$756,647	\$339,468		\$339,468	100.00%
200	RAMP 2003-SL1 [4]	Subprime 2003	\$1,237,429	\$1,237,429	\$532,104	\$238,727		\$238,727	100.00%
201	RASC 1999-RS1 [1]	Subprime 1999	\$3,271,293	\$3,271,293	\$458,048	\$205,502	AMBAC	\$205,502	100.00%
202	RASC 1999-RS1 [2]	Subprime 1999	\$1,172,316	\$1,172,316	\$165,441	\$74,225	AMBAC	\$74,225	100.00%
203	RASC 2001-KS1 [1]	Subprime 2001	\$61,786,753	\$61,786,753	\$17,263,424	\$7,745,195	FGIC	\$7,745,195	100.00%
204	RASC 2001-KS1 [2]	Subprime 2001	\$70,418,338	\$70,418,338	\$19,628,106	\$8,806,105	FGIC	\$8,806,105	100.00%
205	RASC 2001-KS2 [1]	Subprime 2001	\$69,532,628	\$69,532,628	\$19,446,611	\$8,724,677		\$8,724,677	100.00%
206	RASC 2001-KS2 [2]	Subprime 2001	\$35,339,837	\$35,339,837	\$9,861,736	\$4,424,445		\$4,424,445	100.00%
207	RASC 2001-KS3 [1]	Subprime 2001	\$67,512,554	\$67,512,554	\$18,901,985	\$8,480,332		\$8,480,332	100.00%
208	RASC 2001-KS3 [2]	Subprime 2001	\$58,944,329	\$58,944,329	\$16,449,522	\$7,380,040		\$7,380,040	100.00%
209	RASC 2002-KS1 [1]	Subprime 2002	\$100,533,095	\$100,533,095	\$28,127,835	\$12,619,488	AMBAC	\$12,619,488	100.00%
210	RASC 2002-KS1 [2A]	Subprime 2002	\$26,926,165	\$26,926,165	\$7,504,015	\$3,366,659	AMBAC	\$3,366,659	100.00%
211	RASC 2002-KS1 [2B]	Subprime 2002	\$26,840,858	\$26,840,858	\$7,478,771	\$3,355,334	AMBAC	\$3,355,334	100.00%
212	RASC 2002-KS2 [1]	Subprime 2002	\$44,357,508	\$44,357,508	\$12,442,338	\$5,582,226		\$5,582,226	100.00%
213	RASC 2002-KS2 [2A]	Subprime 2002	\$13,595,798	\$13,595,798	\$3,780,295	\$1,696,021		\$1,696,021	100.00%
214	RASC 2002-KS2 [2B]	Subprime 2002	\$13,595,809	\$13,595,809	\$3,780,298	\$1,696,022		\$1,696,022	100.00%
215	RASC 2002-KS4 [1]	Subprime 2002	\$44,324,760	\$44,324,760	\$12,464,047	\$5,591,966	AMBAC	\$5,591,966	100.00%
216	RASC 2002-KS4 [2A]	Subprime 2002	\$34,783,228	\$34,783,228	\$9,722,434	\$4,361,948	AMBAC	\$4,361,948	100.00%
217	RASC 2002-KS4 [2B]	Subprime 2002	\$34,337,116	\$34,337,116	\$9,588,426	\$4,301,825	AMBAC	\$4,301,825	100.00%
218	RASC 2002-KS6 [1]	Subprime 2002	\$37,450,633	\$37,450,633	\$10,542,953	\$4,730,071	AMBAC	\$4,730,071	100.00%
219	RASC 2002-KS6 [2]	Subprime 2002	\$37,116,528	\$37,116,528	\$10,352,413	\$4,644,586	AMBAC	\$4,644,586	100.00%
220	RASC 2002-KS8 [ALL]	Subprime 2002	\$41,213,623	\$41,213,623	\$11,524,230	\$5,170,319	AMBAC	\$5,170,319	100.00%
221	RASC 2003-KS10 [1]	Subprime 2003	\$36,062,998	\$36,062,998	\$15,417,182	\$6,916,883		\$6,916,883	100.00%
222	RASC 2003-KS11 [1]	Subprime 2003	\$25,208,245	\$25,208,245	\$10,734,647	\$4,816,075		\$4,816,075	100.00%
223	RASC 2003-KS11 [2A]	Subprime 2003	\$25,164,232	\$25,164,232	\$10,548,434	\$4,732,530		\$4,732,530	100.00%
224	RASC 2003-KS11 [2B]	Subprime 2003	\$30,336,825	\$30,336,825	\$12,726,069	\$5,709,522		\$5,709,522	100.00%
225	RASC 2003-KS2 [1]	Subprime 2003	\$46,647,710	\$46,647,710	\$19,757,492	\$8,864,153		\$8,864,153	100.00%
226	RASC 2003-KS3 [1]	Subprime 2003	\$9,847,245	\$9,847,245	\$4,133,359	\$1,854,422		\$1,854,422	100.00%
227	RASC 2003-KS3 [2]	Subprime 2003	\$10,096,076	\$10,096,076	\$4,238,522	\$1,901,603		\$1,901,603	100.00%
228	RASC 2003-KS4 [1]	Subprime 2003	\$36,794,295	\$36,794,295	\$15,614,612	\$7,005,460		\$7,005,460	100.00%
229	RASC 2003-KS4 [2A]	Subprime 2003	\$9,417,078	\$9,417,078	\$3,947,390	\$1,770,988	AMBAC	\$1,770,988	100.00%
230	RASC 2003-KS4 [2B]	Subprime 2003	\$7,651,177	\$7,651,177	\$3,210,074	\$1,440,192	AMBAC	\$1,440,192	100.00%
231	RASC 2003-KS4 [3]	Subprime 2003	\$6,571,861	\$6,571,861	\$2,755,127	\$1,236,081	AMBAC	\$1,236,081	100.00%
232	RASC 2003-KS5 [1]	Subprime 2003	\$14,238,356	\$14,238,356	\$6,071,074	\$2,723,773	AMBAC	\$2,723,773	100.00%
233	RASC 2003-KS5 [2A]	Subprime 2003	\$11,586,959	\$11,586,959	\$4,864,246	\$2,182,333	AMBAC	\$2,182,333	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
234	RASC 2003-K55 [2B]	Subprime 2003	\$8,969,353	\$8,969,353	\$3,762,123	\$1,687,868	AMBAC	\$1,687,868	100.00%
235	RASC 2003-K56 [1]	Subprime 2003	\$14,977,681	\$14,977,681	\$6,287,095	\$2,820,691		\$2,820,691	100.00%
236	RASC 2003-K56 [2]	Subprime 2003	\$6,139,116	\$6,139,116	\$2,579,958	\$1,157,492		\$1,157,492	100.00%
237	RASC 2003-K57 [1]	Subprime 2003	\$39,857,359	\$39,857,359	\$16,990,338	\$7,622,676		\$7,622,676	100.00%
238	RASC 2003-K58 [1]	Subprime 2003	\$24,992,452	\$24,992,452	\$10,654,547	\$4,780,138		\$4,780,138	100.00%
239	RASC 2003-K59 [1]	Subprime 2003	\$24,200,958	\$24,200,958	\$10,346,274	\$4,641,832	AMBAC	\$4,641,832	100.00%
240	RASC 2003-K59 [2A]	Subprime 2003	\$15,741,678	\$15,741,678	\$6,600,628	\$2,961,356	AMBAC	\$2,961,356	100.00%
241	RASC 2003-K59 [2B]	Subprime 2003	\$16,172,199	\$16,172,199	\$6,791,726	\$3,047,092	AMBAC	\$3,047,092	100.00%
242	RBSGC 2007-B [1]	ALT-A 2007	\$92,699,545	\$104,962	\$35,814	\$16,068		\$16,068	0.11%
243	RBSGC 2007-B [2]	ALT-A 2007	\$3,256,816	\$3,688	\$1,264	\$567		\$567	0.11%
244	RBSGC 2007-B [3]	ALT-A 2007	\$6,702,194	\$7,589	\$2,523	\$1,132		\$1,132	0.11%
245	RFMS2 1998-HI2 [ALL]	CES 1999	\$36,874,298	\$36,874,298	\$3,072,858	\$1,378,631		\$1,378,631	100.00%
246	RFMS2 1999-HI1 [ALL]	Second Lien 1999	\$42,090,362	\$42,090,362	\$5,532,636	\$2,482,205	AMBAC	\$2,482,205	100.00%
247	RFMS2 1999-HI4 [ALL]	Second Lien 1999	\$38,836,252	\$38,836,252	\$5,101,035	\$2,288,568	AMBAC	\$2,288,568	100.00%
248	RFMS2 1999-HI6 [I]	Second Lien 1999	\$50,948,277	\$50,948,277	\$6,705,094	\$3,008,225	AMBAC	\$3,008,225	100.00%
249	RFMS2 1999-HI6 [II]	Second Lien 1999	\$2,862,240	\$2,862,240	\$374,982	\$168,235	AMBAC	\$168,235	100.00%
250	RFMS2 1999-HI8 [I]	Second Lien 1999	\$35,029,468	\$35,029,468	\$4,608,814	\$2,067,734	AMBAC	\$2,067,734	100.00%
251	RFMS2 1999-HI8 [II]	Second Lien 1999	\$1,800,747	\$1,800,747	\$235,886	\$105,829	AMBAC	\$105,829	100.00%
252	RFMS2 2000-HI1 [I]	Second Lien 2000	\$75,959,397	\$75,959,397	\$19,939,787	\$8,945,940	AMBAC	\$8,945,940	100.00%
253	RFMS2 2000-HI1 [II]	Second Lien 2000	\$2,296,510	\$2,296,510	\$601,520	\$269,870	AMBAC	\$269,870	100.00%
254	RFMS2 2000-HI2 [I]	Second Lien 2000	\$41,502,855	\$41,502,855	\$10,922,595	\$4,900,397	AMBAC	\$4,900,397	100.00%
255	RFMS2 2000-HI2 [II]	Second Lien 2000	\$1,818,101	\$1,818,101	\$476,469	\$213,767	AMBAC	\$213,767	100.00%
256	RFMS2 2000-HI3 [I]	Second Lien 2000	\$53,370,254	\$53,370,254	\$14,052,633	\$6,304,681	AMBAC	\$6,304,681	100.00%
257	RFMS2 2000-HI3 [II]	Second Lien 2000	\$2,348,596	\$2,348,596	\$615,957	\$276,348	AMBAC	\$276,348	100.00%
258	RFMS2 2000-HI4 [1]	Second Lien 2000	\$54,080,127	\$54,080,127	\$14,254,392	\$6,395,200	AMBAC	\$6,395,200	100.00%
259	RFMS2 2000-HI4 [2]	Second Lien 2000	\$2,662,269	\$2,662,269	\$697,261	\$312,825	AMBAC	\$312,825	100.00%
260	RFMS2 2000-HI5 [1]	Second Lien 2000	\$112,703,754	\$112,703,754	\$29,624,691	\$13,291,049	AMBAC	\$13,291,049	100.00%
261	RFMS2 2000-HI5 [2]	Second Lien 2000	\$3,618,503	\$3,618,503	\$947,960	\$425,300	AMBAC	\$425,300	100.00%
262	RFMS2 2000-HL1 [1]	Second Lien 2000	\$7,296,458	\$7,296,458	\$1,921,636	\$862,137	AMBAC	\$862,137	100.00%
263	RFMS2 2000-HL1 [2]	Second Lien 2000	\$920,867	\$920,867	\$241,179	\$108,205	AMBAC	\$108,205	100.00%
264	RFMS2 2001-HI1 [ALL]	Second Lien 2001	\$26,300,354	\$26,300,354	\$6,942,348	\$3,114,668	AMBAC	\$3,114,668	100.00%
265	RFMS2 2001-HI2 [1]	Second Lien 2001	\$19,416,931	\$19,416,931	\$5,120,768	\$2,297,421	AMBAC	\$2,297,421	100.00%
266	RFMS2 2001-HI2 [2]	Second Lien 2001	\$995,853	\$995,853	\$261,995	\$117,544	AMBAC	\$117,544	100.00%
267	RFMS2 2001-HI3 [1]	Second Lien 2001	\$42,549,229	\$42,549,229	\$11,248,887	\$5,046,787	AMBAC	\$5,046,787	100.00%
268	RFMS2 2001-HI3 [2]	Second Lien 2001	\$1,016,029	\$1,016,029	\$266,363	\$119,503	AMBAC	\$119,503	100.00%
269	RFMS2 2001-HI4 [ALL]	Second Lien 2001	\$43,248,845	\$43,248,845	\$11,434,080	\$5,129,874	AMBAC	\$5,129,874	100.00%
270	RFMS2 2001-HS2 [ALL]	Second Lien 2001	\$4,334,878	\$4,334,878	\$1,146,006	\$514,153	AMBAC	\$514,153	100.00%
271	RFMS2 2001-HS3 [1]	CES 2001	\$270,299	\$270,299	\$40,846	\$18,325	Radian (Pool Policy)	\$18,325	100.00%
272	RFMS2 2001-HS3 [2]	CES 2001	\$776,407	\$776,407	\$128,268	\$57,547	AMBAC	\$57,547	100.00%
273	RFMS2 2002-HI1 [ALL]	Second Lien 2002	\$38,611,429	\$38,611,429	\$10,211,802	\$4,581,502	AMBAC	\$4,581,502	100.00%
274	RFMS2 2002-HI2 [1]	Second Lien 2002	\$19,495,372	\$19,495,372	\$5,159,585	\$2,314,836	AMBAC	\$2,314,836	100.00%
275	RFMS2 2002-HI2 [2]	Second Lien 2002	\$8,663,456	\$8,663,456	\$2,292,732	\$1,028,629	AMBAC	\$1,028,629	100.00%
276	RFMS2 2002-HI3 [ALL]	Second Lien 2002	\$33,128,765	\$33,128,765	\$8,773,820	\$3,936,354	AMBAC	\$3,936,354	100.00%
277	RFMS2 2002-HI4 [ALL]	Second Lien 2002	\$30,137,013	\$30,137,013	\$7,985,092	\$3,582,493		\$3,582,493	100.00%
278	RFMS2 2002-HI5 [ALL]	Second Lien 2003	\$24,109,874	\$24,109,874	\$9,612,201	\$4,312,492		\$4,312,492	100.00%
279	RFMS2 2002-HS1 [ALL]	CES 2002	\$3,966,719	\$3,966,719	\$652,114	\$292,569		\$292,569	100.00%
280	RFMS2 2002-HS2 [ALL]	CES 2002	\$4,008,989	\$4,008,989	\$656,166	\$294,387		\$294,387	100.00%
281	RFMS2 2002-HS3 [1]	CES 2002	\$1,880,409	\$1,880,409	\$302,404	\$135,673	FGIC	\$135,673	100.00%
282	RFMS2 2002-HS3 [2]	CES 2002	\$2,494,405	\$2,494,405	\$401,188	\$179,992	FGIC	\$179,992	100.00%
283	RFMS2 2003-HI1 [ALL]	Second Lien 2003	\$22,605,058	\$22,605,058	\$9,045,679	\$4,058,323		\$4,058,323	100.00%
284	RFMS2 2003-HI2 [ALL]	Second Lien 2003	\$27,190,194	\$27,190,194	\$10,908,801	\$4,894,209		\$4,894,209	100.00%
285	RFMS2 2003-HI3 [1]	Second Lien 2003	\$13,712,040	\$13,712,040	\$5,522,202	\$2,477,523	AMBAC	\$2,477,523	100.00%
286	RFMS2 2003-HI3 [2]	Second Lien 2003	\$13,661,274	\$13,661,274	\$5,495,842	\$2,465,697	AMBAC	\$2,465,697	100.00%
287	RFMS2 2003-HI4 [1]	Second Lien 2003	\$17,360,918	\$17,360,918	\$6,995,740	\$3,138,623		\$3,138,623	100.00%
288	RFMS2 2003-HI4 [2]	Second Lien 2003	\$17,565,801	\$17,565,801	\$7,102,122	\$3,186,351		\$3,186,351	100.00%
289	RFMS2 2003-HS1 [1]	CES 2003	\$5,840,571	\$5,840,571	\$1,373,509	\$616,222	FGIC	\$616,222	100.00%
290	RFMS2 2003-HS1 [2]	CES 2003	\$2,760,184	\$2,760,184	\$648,130	\$290,782	FGIC	\$290,782	100.00%
291	RFMS2 2003-HS2 [1]	CES 2003	\$6,709,170	\$6,709,170	\$1,549,221	\$695,054		\$695,054	100.00%
292	RFMS2 2003-HS2 [2A]	CES 2003	\$2,458,502	\$2,458,502	\$574,447	\$257,724	FGIC	\$257,724	100.00%
293	RFMS2 2003-HS2 [2B]	CES 2003	\$3,276,965	\$3,276,965	\$767,758	\$344,453	FGIC	\$344,453	100.00%
294	RFMS2 2003-HS3 [1]	CES 2003	\$7,830,324	\$7,830,324	\$1,750,388	\$785,307	MBIA	\$0	100.00%
295	RFMS2 2003-HS3 [2A]	CES 2003	\$3,125,840	\$3,125,840	\$731,700	\$328,275	MBIA	\$0	100.00%
296	RFMS2 2003-HS3 [2B]	CES 2003	\$2,255,960	\$2,255,960	\$522,179	\$234,274	MBIA	\$0	100.00%

	A	B	C	D	E	F	G	H	I
1	Name	Cohort	Net All Collateral Losses	Losses	Losses Due to Breach	RFC Claim	Insurer	RFC Recognized Claim	RFC Seller %
Debtor's Attributable Portion of Net Collateral									
297	RFMS2 2003-H54 [1]	Second Lien 2003	\$3,968,733	\$3,968,733	\$1,656,970	\$743,396	AMBAC	\$743,396	100.00%
298	RFMS2 2003-H54 [2]	Second Lien 2003	\$2,722,738	\$2,722,738	\$1,143,638	\$513,091	AMBAC	\$513,091	100.00%
299	RFMSI 2003-S10 [ALL]	Prime 2003	\$742,602	\$742,602	\$237,774	\$106,677		\$106,677	100.00%
300	RFMSI 2003-S10 [ALL]	Prime 2003	\$400,858	\$400,858	\$122,690	\$55,044		\$55,044	100.00%
301	RFMSI 2003-S12 [1]	Prime 2003	\$481,977	\$481,977	\$135,112	\$60,618		\$60,618	100.00%
302	RFMSI 2003-S12 [2]	Prime 2003	\$585,071	\$585,071	\$182,935	\$82,073		\$82,073	100.00%
303	RFMSI 2003-S12 [3]	Prime 2003	\$125,951	\$125,951	\$51,964	\$23,313		\$23,313	100.00%
304	RFMSI 2003-S12 [4]	Prime 2003	\$536,950	\$536,950	\$145,760	\$65,395		\$65,395	100.00%
305	RFMSI 2003-S13 [ALL]	Prime 2003	\$1,196,219	\$1,196,219	\$367,697	\$164,967	MBIA - Insurer Exception	\$164,967	100.00%
306	RFMSI 2003-S14 [ALL]	Prime 2003	\$51,038	\$51,038	\$23,302	\$10,455		\$10,455	100.00%
307	RFMSI 2003-S15 [ALL]	Prime 2003	\$68,054	\$68,054	\$25,107	\$11,264		\$11,264	100.00%
308	RFMSI 2003-S16 [ALL]	Prime 2003	\$164,724	\$164,724	\$57,709	\$25,891		\$25,891	100.00%
309	RFMSI 2003-S17 [ALL]	Prime 2003	\$1,063,034	\$1,063,034	\$421,652	\$189,173		\$189,173	100.00%
310	RFMSI 2003-S18 [ALL]	Prime 2003	\$108,089	\$108,089	\$49,473	\$22,196		\$22,196	100.00%
311	RFMSI 2003-S19 [ALL]	Prime 2003	\$713,351	\$713,351	\$290,683	\$130,414		\$130,414	100.00%
312	RFMSI 2003-S20 [1]	Prime 2003	\$700,068	\$700,068	\$214,590	\$96,275	Radian - Insurer Exception	\$96,275	100.00%
313	RFMSI 2003-S20 [2]	Prime 2003	\$135,480	\$135,480	\$62,277	\$27,940		\$27,940	100.00%
314	RFMSI 2003-S4 [ALL]	Prime 2003	\$632,532	\$632,532	\$229,566	\$102,994	MBIA - Insurer Exception	\$102,994	100.00%
315	RFMSI 2003-S6 [ALL]	Prime 2003	\$84,101	\$84,101	\$35,666	\$16,001		\$16,001	100.00%
316	RFMSI 2003-S7 [ALL]	Prime 2003	\$977,344	\$977,344	\$387,129	\$173,685		\$173,685	100.00%
317	RFMSI 2003-S9 [ALL]	Prime 2003	\$157,566	\$157,566	\$57,650	\$25,865		\$25,865	100.00%
318	RFSC 2001-RM2 [1]	ALT-A 2001	\$1,682,507	\$1,682,507	\$442,916	\$198,713		\$198,713	100.00%
319	RFSC 2001-RM2 [2]	ALT-A 2001	\$293,950	\$293,950	\$68,115	\$30,560		\$30,560	100.00%
320	RFSC 2002-RM1 [1]	ALT-A 2002	\$464,974	\$464,974	\$114,210	\$51,240		\$51,240	100.00%
321	RFSC 2002-RM1 [2]	ALT-A 2002	\$106,095	\$106,095	\$23,935	\$10,738		\$10,738	100.00%
322	RFSC 2002-RP1 [ALL]	Subprime 2002	\$17,643,793	\$17,643,793	\$4,924,097	\$2,209,185	AMBAC	\$2,209,185	100.00%
323	RFSC 2002-RP2 [ALL]	Subprime 2002	\$18,486,483	\$18,486,483	\$5,162,881	\$2,316,315	AMBAC	\$2,316,315	100.00%
324	RFSC 2003-RM1 [ALL]	Prime 2003	\$570,953	\$570,953	\$214,879	\$96,405		\$96,405	100.00%
325	RFSC 2003-RM2 [1]	Prime 2003	\$441,669	\$441,669	\$166,731	\$74,803		\$74,803	100.00%
326	RFSC 2003-RM2 [2]	Prime 2003	\$65,592	\$65,592	\$28,952	\$12,989		\$12,989	100.00%
327	RFSC 2003-RM2 [3]	Prime 2003	\$239,703	\$239,703	\$72,048	\$32,324		\$32,324	100.00%
328	RFSC 2003-RP1 [ALL]	Subprime 2003	\$27,374,370	\$27,374,370	\$11,474,965	\$5,148,216	AMBAC - Insurer Exception	\$5,148,216	100.00%
329	RFSC 2003-RP2 [1]	Subprime 2003	\$10,046,232	\$10,046,232	\$4,248,373	\$1,906,023	AMBAC	\$1,906,023	100.00%
330	RFSC 2003-RP2 [2]	Subprime 2003	\$8,545,772	\$8,545,772	\$3,599,535	\$1,614,923	AMBAC	\$1,614,923	100.00%
331	SARM 2007-3 [1]	Prime 2007	\$112,135,556	\$3,307,999	\$1,202,388	\$539,449		\$539,449	2.95%
332	SARM 2007-3 [2]	Prime 2007	\$27,299,124	\$805,324	\$289,758	\$129,999		\$129,999	2.95%
333	SARM 2007-3 [3]	Prime 2007	\$30,436,429	\$897,875	\$322,935	\$144,884		\$144,884	2.95%
334	SARM 2007-3 [4]	Prime 2007	\$40,833,489	\$1,204,588	\$430,002	\$192,920		\$192,920	2.95%
335	SARM 2007-6 [I-1]	ALT-A 2007	\$43,411,509	\$325,586	\$112,817	\$50,615		\$50,615	0.75%
336	SARM 2007-6 [I-2]	ALT-A 2007	\$105,887,379	\$794,155	\$275,339	\$123,530		\$123,530	0.75%
337	SARM 2007-6 [II]	ALT-A 2007	\$77,611,482	\$582,086	\$199,506	\$89,508		\$89,508	0.75%
338	SASI 1993-6 [1]	Prime 1999	\$840,589	\$75,653	\$5,676	\$2,546	GEMICO (Pool Policy)	\$2,546	9.00%
339	SASI 1993-6 [2]	Prime 1999	\$294,598	\$26,514	\$1,998	\$896		\$896	9.00%
340	SASI 1993-6 [3]	Prime 1999	\$2,569,889	\$231,290	\$17,409	\$7,811	GEMICO (Pool Policy)/FSA - Insurer Exception	\$7,811	9.00%
341	SASI 1993-6 [4]	Prime 1999	\$264,173	\$23,776	\$1,783	\$800		\$800	9.00%
342	SASI 1993-6 [5]	Prime 1999	\$139,669	\$12,570	\$952	\$427		\$427	9.00%
343	TMTS 2005-13SL [2]	Second Lien 2005	\$11,452,424	\$1,030,718	\$534,001	\$119,789	FGIC	\$119,789	4.50%
344			\$10,928,324,512	\$5,364,769,247	\$1,930,716,947	\$845,012,005		\$843,537,855	

**EXHIBIT 4G**

**Except for the RMBS Trust Claims set forth in Schedules 1G, 1R, 2G, 2R, 3G, 3R, 4G and 4R, none of the Claims asserted by the RMBS Trustees on behalf of the RMBS Trusts (other than claims for the payment of certain fees and expenses as set forth in the Plan) will be entitled to a distribution under the Plan.**

**If any Servicing Agreement for an RMBS Trust currently listed on Schedule 4G and/or 4R is assumed by the Effective Date pursuant to a Final Order, that RMBS Trust's servicing damage claim shall become a Recognized Cure Claim and shall be included on Schedule 1G and/or 1R, as applicable, and shall be removed from the Recognized Unsecured Servicing Claims on Schedule 4G and/or 4R, as applicable. In addition, if final due diligence undertaken by the RMBS Trustees prior to the Effective Date reveals that a particular RMBS Trust should be moved between Schedule 1G or 1R, as applicable, and Schedule 4G or 4R, as applicable, such Schedules will be updated based on such final due diligence.**

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
2	ACE 2007-SL2 [ALL]	CES 2007	65.80%	\$1,400	Assured Guaranty	\$0
3	ACE 2007-SL3 [ALL]	Second Lien 2007	5.00%	\$31	Assured Guaranty	\$0
4	AHM 2005-2 [1]	ALT-A 2005	0.00%	\$0		\$0
5	AHM 2005-2 [2C]	ALT-A 2005	0.00%	\$0		\$0
6	AHM 2005-2 [2NC]	ALT-A 2005	0.00%	\$0		\$0
7	AHM 2005-2 [3]	ALT-A 2005	0.00%	\$0		\$0
8	AHM 2005-2 [4]	ALT-A 2005	0.00%	\$0		\$0
9	AHM 2005-2 [5]	ALT-A 2005	0.00%	\$0	AMBAC - Insurer Exception	\$0
10	AHM 2005-2 [6]	ALT-A 2005	100.00%	\$45,730	FGIC	\$45,730
11	ALBT 2007-OA1 [ALL]	Pay Option ARM 2007	100.00%	\$5,853		\$5,853
12	BSABS 2001-2 [1]	CES 2001	9.00%	\$727		\$727
13	BSABS 2001-2 [2]	CES 2001	9.00%	\$342		\$342
14	BSABS 2001-2 [3]	CES 2001	9.00%	\$135		\$135
15	BSABS 2005-AC5 [1]	ALT-A 2005	0.09%	\$9	FGIC - Insurer Exception	\$9
16	BSABS 2005-AC5 [2]	ALT-A 2005	0.09%	\$3	Assured Guaranty - Insurer Exception	\$3
17	BSSLT 2007-1 [1]	Second Lien 2007	33.79%	\$333	AMBAC	\$333
18	BSSLT 2007-1 [2]	Second Lien 2007	33.79%	\$448	AMBAC	\$448
19	BSSLT 2007-1 [3]	Second Lien 2007	33.79%	\$345	AMBAC	\$345
20	BSSLT 2007-SV1A [ALL]	CES 2007	73.80%	\$15,719	XL - Insurer Exception	\$15,719
21	DBALT 2006-AB2 [ALL]	ALT-A 2006	31.18%	\$89,274	AMBAC - Insurer Exception	\$89,274
22	DBALT 2006-AB4 [ALL]	ALT-A 2006	48.17%	\$319,574	FSA - Insurer Exception	\$319,574
23	DBALT 2006-AR4 [ALL]	ALT-A 2006	40.51%	\$1,387		\$1,387
24	DBALT 2007-2 [1]	ALT-A 2007	34.32%	\$86,822		\$86,822
25	DBALT 2007-2 [2]	ALT-A 2007	34.32%	\$115,501		\$115,501
26	DBALT 2007-4 [I]	Pay Option ARM 2007	100.00%	\$41,714	FHLMC	\$0
27	DBALT 2007-4 [II]	Pay Option ARM 2007	100.00%	\$40,067	FHLMC	\$0
28	DBALT 2007-AB1 [ALL]	ALT-A 2007	22.99%	\$79,183		\$79,183
29	DBALT 2007-AR1 [ALL]	ALT-A 2007	73.73%	\$17,169		\$17,169
30	DBALT 2007-AR2 [ALL]	ALT-A 2007	91.06%	\$539,689		\$539,689
31	DBALT 2007-BAR1 [ALL]	ALT-A 2007	83.88%	\$42,966		\$42,966
32	GMACM 2001-HLT1 [1]	Second Lien 2001	100.00%	\$37,274	AMBAC	\$37,274
33	GMACM 2001-HLT1 [2]	Second Lien 2001	100.00%	\$3,389	AMBAC	\$3,389
34	GMACM 2001-HLT2 [1]	Second Lien 2001	100.00%	\$15,327	AMBAC	\$15,327
35	GMACM 2001-HLT2 [2]	Second Lien 2001	100.00%	\$7,115	AMBAC	\$7,115
36	GMACM 2002-HLT1 [1]	Second Lien 2002	100.00%	\$25,358	AMBAC	\$25,358
37	GMACM 2002-HLT1 [2]	Second Lien 2002	100.00%	\$2,803	AMBAC	\$2,803
38	GMACM 2004-HE3 [ALL]	Second Lien 2004	100.00%	\$67,661	FSA	\$0
39	GMACM 2004-HE4 [ALL]	Second Lien 2004	100.00%	\$59,189	MBIA	\$0
40	GMACM 2004-VF1 [ALL]	Second Lien 2004	100.00%	\$49,390	MBIA	\$0
41	GMACM 2005-HE3 [ALL]	Second Lien 2005	100.00%	\$26,358	AMBAC	\$26,358

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
42	GMACM 2006-HE4 [ALL]	Second Lien 2006	100.00%	\$16,533	MBIA	\$0
43	GMACM 2007-HE1 [ALL]	CES 2007	100.00%	\$7,213	MBIA	\$0
44	GMACM 2010-1 [ALL]	Subprime 2008	100.00%	\$109,317		\$109,317
45	GMACM 2010-2 [ALL]	Subprime 2008	100.00%	\$1,678		\$1,678
46	GPMF 2006-HE1 [ALL]	Second Lien 2006	100.00%	\$1,380	XL/CIFG	\$0
47	GSRPM 2003-1 [ALL]	Subprime 2003	2.50%	\$1,157	AMBAC	\$1,157
48	HVMLT 2003-2 [1]	ALT-A 2003	59.98%	\$1,196		\$1,196
49	HVMLT 2003-2 [2]	ALT-A 2003	59.98%	\$2,121		\$2,121
50	HVMLT 2003-2 [3]	ALT-A 2003	59.98%	\$546		\$546
51	HVMLT 2004-1 [1]	Prime 2004	67.73%	\$808		\$808
52	HVMLT 2004-1 [2]	Prime 2004	67.73%	\$644		\$644
53	HVMLT 2004-1 [3]	Prime 2004	67.73%	\$475		\$475
54	HVMLT 2004-1 [4]	Prime 2004	67.73%	\$397		\$397
55	HVMLT 2007-2 [1]	Pay Option ARM 2007	67.20%	\$24,678		\$24,678
56	HVMLT 2007-2 [2]	Pay Option ARM 2007	67.20%	\$67,179	AMBAC - Insurer Exception	\$67,179
57	LMT 2005-1 [1]	Prime 2005	1.06%	\$24		\$24
58	LMT 2005-1 [2]	Prime 2005	1.06%	\$27		\$27
59	LMT 2005-1 [3]	Prime 2005	1.06%	\$9		\$9
60	LMT 2005-1 [4]	Prime 2005	1.06%	\$8		\$8
61	LMT 2005-1 [5]	Prime 2005	1.06%	\$9		\$9
62	LMT 2005-1 [6]	Prime 2005	1.06%	\$15		\$15
63	LUM 2006-6 [ALL]	Pay Option ARM 2006	38.83%	\$16,321		\$16,321
64	LXS 2007-15N [1]	Pay Option ARM 2007	6.24%	\$8,356		\$8,356
65	LXS 2007-15N [1_C]	Pay Option ARM 2007	6.24%	\$8,615		\$8,615
66	LXS 2007-15N [2]	Pay Option ARM 2007	6.24%	\$21,190		\$21,190
67	LXS 2007-15N [3]	Pay Option ARM 2007	6.24%	\$21,034	AMBAC	\$21,034
68	LXS 2007-15N [4]	Pay Option ARM 2007	6.24%	\$35,207	AMBAC - Insurer Exception	\$35,207
69	MHL 2004-1 [ALL]	ALT-A 2004	100.00%	\$63,411		\$63,411
70	MHL 2004-2 [ALL]	ALT-A 2004	100.00%	\$51,428		\$51,428
71	MHL 2005-1 [1]	ALT-A 2005	100.00%	\$76,742		\$76,742
72	MHL 2005-1 [2]	ALT-A 2005	100.00%	\$11,624		\$11,624
73	MHL 2005-2 [1]	ALT-A 2005	100.00%	\$67,172		\$67,172
74	MHL 2005-2 [2]	ALT-A 2005	100.00%	\$7,919		\$7,919
75	MHL 2005-3 [ALL]	ALT-A 2005	100.00%	\$127,123		\$127,123
76	MHL 2005-4 [ALL]	ALT-A 2005	100.00%	\$169,735		\$169,735
77	MHL 2005-5 [ALL]	ALT-A 2005	100.00%	\$239,506		\$239,506
78	MHL 2005-AR1 [ALL]	Pay Option ARM 2005	100.00%	\$116,248		\$116,248
79	MHL 2006-1 [1A1]	ALT-A 2006	100.00%	\$65,190		\$65,190
80	MHL 2006-1 [1A2]	ALT-A 2006	100.00%	\$103,116		\$103,116
81	MHL 2006-1 [2]	ALT-A 2006	100.00%	\$88,627		\$88,627
82	MHL 2007-2 [ALL]	Prime 2007	46.07%	\$1,679		\$1,679
83	MSM 2005-10 [1]	Prime 2005	100.00%	\$157		\$157
84	MSM 2005-10 [2]	Prime 2005	100.00%	\$20		\$20
85	MSM 2005-10 [3]	Prime 2005	100.00%	\$35		\$35

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
86	MSM 2005-10 [4]	Prime 2005	100.00%	\$96		\$96
87	MSM 2005-11AR [ALL]	ALT-A 2005	30.62%	\$3,618		\$3,618
88	MSM 2005-3AR [1]	ALT-A 2005	30.62%	\$352		\$352
89	MSM 2005-3AR [2]	ALT-A 2005	30.62%	\$452		\$452
90	MSM 2005-3AR [3]	ALT-A 2005	30.62%	\$275		\$275
91	MSM 2005-3AR [4]	ALT-A 2005	30.62%	\$86		\$86
92	MSM 2005-3AR [5]	ALT-A 2005	30.62%	\$61		\$61
93	MSM 2005-5AR [1]	ALT-A 2005	30.62%	\$4,267		\$4,267
94	MSM 2005-5AR [2]	ALT-A 2005	30.62%	\$696		\$696
95	MSM 2005-5AR [3]	ALT-A 2005	30.62%	\$620		\$620
96	MSM 2005-5AR [4]	ALT-A 2005	30.62%	\$727		\$727
97	MSM 2005-6AR [1]	ALT-A 2005	30.62%	\$1,316		\$1,316
98	MSM 2005-6AR [2]	ALT-A 2005	30.62%	\$272		\$272
99	MSM 2005-6AR [3]	ALT-A 2005	30.62%	\$314		\$314
100	MSM 2005-6AR [4]	ALT-A 2005	30.62%	\$93		\$93
101	MSM 2005-6AR [5]	ALT-A 2005	30.62%	\$584		\$584
102	MSM 2005-6AR [6]	ALT-A 2005	30.62%	\$138		\$138
103	MSM 2005-7 [1]	Prime 2005	12.50%	\$7		\$7
104	MSM 2005-7 [2]	Prime 2005	12.50%	\$7		\$7
105	MSM 2005-7 [3]	Prime 2005	12.50%	\$26		\$26
106	MSM 2005-7 [4]	Prime 2005	12.50%	\$17		\$17
107	MSM 2005-7 [5]	Prime 2005	12.50%	\$5		\$5
108	MSM 2005-7 [6]	Prime 2005	12.50%	\$38		\$38
109	MSM 2005-7 [7]	Prime 2005	12.50%	\$41		\$41
110	MSM 2005-9AR [1]	ALT-A 2005	30.62%	\$523		\$523
111	MSM 2005-9AR [2]	ALT-A 2005	30.62%	\$255		\$255
112	MSM 2005-9AR [3]	ALT-A 2005	30.62%	\$69		\$69
113	MSM 2006-11 [1]	ALT-A 2006	21.85%	\$61		\$61
114	MSM 2006-11 [2]	ALT-A 2006	21.85%	\$39		\$39
115	MSM 2006-11 [3]	ALT-A 2006	21.85%	\$28		\$28
116	MSM 2006-12XS [ALL]	ALT-A 2006	21.85%	\$633		\$633
117	MSM 2006-15XS [ALL]	ALT-A 2006	21.85%	\$10,528	MBIA - Insurer Exception	\$10,528
118	MSM 2006-17XS [ALL]	ALT-A 2006	21.85%	\$8,085	MBIA - Insurer Exception	\$8,085
119	MSM 2006-1AR [1]	ALT-A 2006	21.85%	\$9,417		\$9,417
120	MSM 2006-1AR [2]	ALT-A 2006	21.85%	\$1,353		\$1,353
121	MSM 2006-1AR [3]	ALT-A 2006	21.85%	\$752		\$752
122	MSM 2006-1AR [4]	ALT-A 2006	21.85%	\$776		\$776
123	MSM 2006-7 [1]	ALT-A 2006	21.85%	\$53		\$53
124	MSM 2006-7 [2]	ALT-A 2006	21.85%	\$211		\$211
125	MSM 2006-7 [3]	ALT-A 2006	21.85%	\$121		\$121
126	MSM 2006-7 [4]	ALT-A 2006	21.85%	\$159		\$159
127	MSM 2007-1XS [1]	ALT-A 2007	36.37%	\$1,088		\$1,088
128	MSM 2007-1XS [2]	ALT-A 2007	36.37%	\$2,287		\$2,287
129	MSM 2007-2AX [1]	ALT-A 2007	36.37%	\$5,612		\$5,612

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
130	MSM 2007-2AX [2]	ALT-A 2007	36.37%	\$15,977		\$15,977
131	MSM 2007-3XS [1]	ALT-A 2007	36.37%	\$2,523		\$2,523
132	MSM 2007-3XS [2]	ALT-A 2007	36.37%	\$5,887		\$5,887
133	MSM 2007-6XS [1]	ALT-A 2007	36.37%	\$1,831		\$1,831
134	MSM 2007-6XS [2]	ALT-A 2007	36.37%	\$2,246		\$2,246
135	MSM 2007-7AX [1]	ALT-A 2007	36.37%	\$8,950		\$8,950
136	MSM 2007-7AX [2]	ALT-A 2007	36.37%	\$43,965		\$43,965
137	MSM 2007-8XS [ALL]	ALT-A 2007	36.37%	\$13,034	MBIA - Insurer Exception	\$13,034
138	NAA 2004-AP3 [ALL]	ALT-A 2004	40.74%	\$21,843	AMBAC	\$21,843
139	NAA 2005-AR3 [1]	ALT-A 2005	100.00%	\$21,360		\$21,360
140	NAA 2005-AR3 [2]	ALT-A 2005	100.00%	\$6,178		\$6,178
141	NAA 2005-AR3 [3]	ALT-A 2005	100.00%	\$10,767		\$10,767
142	NAA 2005-AR4 [1]	ALT-A 2005	100.00%	\$1,849		\$1,849
143	NAA 2005-AR4 [2]	ALT-A 2005	100.00%	\$1,432		\$1,432
144	NAA 2005-AR4 [3]	ALT-A 2005	100.00%	\$6,242		\$6,242
145	NAA 2005-AR4 [4]	ALT-A 2005	100.00%	\$6,006		\$6,006
146	NAA 2005-AR4 [5]	ALT-A 2005	100.00%	\$12,757		\$12,757
147	NAA 2005-AR5 [1]	ALT-A 2005	100.00%	\$6,769		\$6,769
148	NAA 2005-AR5 [2]	ALT-A 2005	100.00%	\$15,252		\$15,252
149	NAA 2005-AR5 [3]	ALT-A 2005	100.00%	\$56,317		\$56,317
150	NAA 2005-AR6 [1]	ALT-A 2005	100.00%	\$883		\$883
151	NAA 2005-AR6 [2]	ALT-A 2005	100.00%	\$1,077		\$1,077
152	NAA 2005-AR6 [3]	ALT-A 2005	100.00%	\$1,002		\$1,002
153	NAA 2005-AR6 [4]	ALT-A 2005	100.00%	\$5,260		\$5,260
154	NAA 2006-AF1 [I]	ALT-A 2006	100.00%	\$5,838		\$5,838
155	NAA 2006-AF1 [III]	ALT-A 2006	100.00%	\$334		\$334
156	NAA 2006-AF1 [IIII]	ALT-A 2006	100.00%	\$2,308		\$2,308
157	NAA 2006-AF1 [IV]	ALT-A 2006	100.00%	\$674		\$674
158	NAA 2006-AF1 [V]	ALT-A 2006	100.00%	\$405		\$405
159	NAA 2006-AF2 [1]	ALT-A 2006	98.04%	\$2,319		\$2,319
160	NAA 2006-AF2 [2]	ALT-A 2006	98.04%	\$184		\$184
161	NAA 2006-AF2 [3]	ALT-A 2006	98.04%	\$859		\$859
162	NAA 2006-AF2 [4]	ALT-A 2006	98.04%	\$228		\$228
163	NAA 2006-AF2 [5]	ALT-A 2006	98.04%	\$1,276		\$1,276
164	NAA 2006-AP1 [ALL]	ALT-A 2006	100.00%	\$3,391		\$3,391
165	NAA 2006-AR1 [1]	ALT-A 2006	100.00%	\$359		\$359
166	NAA 2006-AR1 [2]	ALT-A 2006	100.00%	\$1,206		\$1,206
167	NAA 2006-AR1 [3]	ALT-A 2006	100.00%	\$298		\$298
168	NAA 2006-AR1 [4]	ALT-A 2006	100.00%	\$199		\$199
169	NAA 2006-AR1 [5]	ALT-A 2006	100.00%	\$2,558		\$2,558
170	NAA 2006-AR2 [1]	ALT-A 2006	100.00%	\$412		\$412
171	NAA 2006-AR2 [2]	ALT-A 2006	100.00%	\$1,630		\$1,630
172	NAA 2006-AR2 [3]	ALT-A 2006	100.00%	\$2,598		\$2,598
173	NAA 2006-S3 [ALL]	CES 2006	5.00%	\$2		\$2
174	NAA 2006-S4 [ALL]	CES 2006	78.04%	\$213		\$213

	A	B	C	D	E	F
1	Name	Cohort	GMACM Servicer %	Claim	Insurer	GMACM Recognized Claim
175	NAA 2006-S5 [ALL]	CES 2006	5.00%	\$59		\$59
176	NAA 2007-3 [ALL]	ALT-A 2007	100.00%	\$364,666	AMBAC	\$364,666
177	NAA 2007-S1 [ALL]	CES 2007	5.00%	\$73		\$73
178	NHELI 2006-AF1 [ALL]	Subprime 2006	99.56%	\$6,077		\$6,077
179	PFCA 2002-IFC1 [ALL]	Subprime 2002	9.00%	\$274	AMBAC	\$274
180	PFCA 2002-IFC2 [ALL]	Subprime 2002	9.00%	\$197	AMBAC	\$197
181	PFCA 2003-IFC4 [ALL]	Subprime 2003	9.00%	\$226	AMBAC	\$226
182	PFCA 2003-IFC5 [ALL]	Subprime 2003	9.00%	\$302	AMBAC	\$302
183	PFCA 2003-IFC6 [ALL]	Subprime 2003	9.00%	\$554	AMBAC	\$554
184	SACO 2006-8 [ALL]	Second Lien 2006	72.68%	\$5,011	AMBAC	\$5,011
185	SARM 2004-4 [1]	ALT-A 2004	0.06%	\$6		\$6
186	SARM 2004-4 [2]	ALT-A 2004	0.06%	\$6		\$6
187	SARM 2004-4 [3]	ALT-A 2004	0.06%	\$21		\$21
188	SARM 2004-4 [4]	ALT-A 2004	0.06%	\$2		\$2
189	SARM 2004-4 [5]	ALT-A 2004	0.06%	\$1		\$1
190	STAC 2007-1 [ALL]	2007	100.00%	\$562	XL Capital	\$0
191	SVHE 2007-1 [1]	Subprime 2007	15.22%	\$1,103		\$1,103
192	SVHE 2007-1 [2]	Subprime 2007	15.22%	\$1,346		\$1,346
193	TMTS 2006-4SL [1]	Second Lien 2006	100.00%	\$23,142	AMBAC	\$23,142
194	TMTS 2006-4SL [2]	Second Lien 2006	100.00%	\$3,284	AMBAC	\$3,284
195	TMTS 2006-6 [1]	Second Lien 2006	100.00%	\$30,041	AMBAC	\$30,041
196	TMTS 2006-6 [2]	Second Lien 2006	100.00%	\$3,338		\$3,338
197				<b>\$4,067,300</b>		<b>\$3,782,160</b>

**EXHIBIT 4R**

**Except for the RMBS Trust Claims set forth in Schedules 1G, 1R, 2G, 2R, 3G, 3R, 4G and 4R, none of the Claims asserted by the RMBS Trustees on behalf of the RMBS Trusts (other than claims for the payment of certain fees and expenses as set forth in the Plan) will be entitled to a distribution under the Plan.**

**If any Servicing Agreement for an RMBS Trust currently listed on Schedule 4G and/or 4R is assumed by the Effective Date pursuant to a Final Order, that RMBS Trust's servicing damage claim shall become a Recognized Cure Claim and shall be included on Schedule 1G and/or 1R, as applicable, and shall be removed from the Recognized Unsecured Servicing Claims on Schedule 4G and/or 4R, as applicable. In addition, if final due diligence undertaken by the RMBS Trustees prior to the Effective Date reveals that a particular RMBS Trust should be moved between Schedule 1G or 1R, as applicable, and Schedule 4G or 4R, as applicable, such Schedules will be updated based on such final due diligence.**

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
2	GSR 2007-OA2 [1]	Pay Option ARM 2007	5.00%	\$209		\$209
3	GSR 2007-OA2 [2]	Pay Option ARM 2007	5.00%	\$118		\$118
4	GSRPM 2003-1 [ALL]	Subprime 2003	2.50%	\$1,157	AMBAC	\$1,157
5	HVMLT 2007-2 [1]	Pay Option ARM 2007	10.28%	\$3,775		\$3,775
6	HVMLT 2007-2 [2]	Pay Option ARM 2007	10.28%	\$10,277	AMBAC - Insurer Exception	\$10,277
7	LUM 2006-6 [ALL]	Pay Option ARM 2006	38.83%	\$16,321		\$16,321
8	LUM 2007-2 [1]	ALT-A 2007	36.27%	\$9,685		\$9,685
9	LUM 2007-2 [2]	ALT-A 2007	36.27%	\$2,073		\$2,073
10	LXS 2007-12N [1]	Pay Option ARM 2007	2.73%	\$267		\$267
11	LXS 2007-12N [2]	Pay Option ARM 2007	2.73%	\$143		\$143
12	LXS 2007-12N [3]	Pay Option ARM 2007	2.73%	\$76		\$76
13	LXS 2007-15N [1]	Pay Option ARM 2007	15.50%	\$20,760		\$20,760
14	LXS 2007-15N [1_C]	Pay Option ARM 2007	15.50%	\$21,403		\$21,403
15	LXS 2007-15N [2]	Pay Option ARM 2007	15.50%	\$52,646		\$52,646
16	LXS 2007-15N [3]	Pay Option ARM 2007	15.50%	\$52,261	AMBAC	\$52,261
17	LXS 2007-15N [4]	Pay Option ARM 2007	15.50%	\$87,473	AMBAC - Insurer Exception	\$87,473
18	LXS 2007-2N [1]	Pay Option ARM 2007	35.47%	\$1,540		\$1,540
19	LXS 2007-2N [2]	Pay Option ARM 2007	35.47%	\$1,954		\$1,954
20	LXS 2007-2N [3]	Pay Option ARM 2007	35.47%	\$2,716		\$2,716
21	LXS 2007-4N [1]	Pay Option ARM 2007	14.62%	\$1,292		\$1,292
22	LXS 2007-4N [2]	Pay Option ARM 2007	14.62%	\$1,710		\$1,710
23	LXS 2007-4N [3]	Pay Option ARM 2007	14.62%	\$1,147		\$1,147
24	MANA 2007-AF1 [1]	ALT-A 2007	0.03%	\$56		\$56
25	MANA 2007-AF1 [2]	ALT-A 2007	0.03%	\$3		\$3
26	MANA 2007-AF1 [3]	ALT-A 2007	0.03%	\$36		\$36
27	MANA 2007-OAR4 [ALL]	Pay Option ARM 2007	63.96%	\$14,840		\$14,840
28	RALI 2006-QH1 [ALL]	Pay Option Arm 2006	100.00%	\$15,410	AMBAC - Insurer Exception	\$15,410
29	RALI 2006-QO1 [1]	Pay Option Arm 2006	100.00%	\$8,178		\$8,178
30	RALI 2006-QO1 [2]	Pay Option Arm 2006	100.00%	\$16,583		\$16,583
31	RALI 2006-QO1 [3]	Pay Option Arm 2006	100.00%	\$41,641		\$41,641
32	RALI 2006-QO10 [ALL]	Pay Option Arm 2006	100.00%	\$58,778		\$58,778
33	RALI 2006-QO2 [ALL]	Pay Option Arm 2006	100.00%	\$47,246		\$47,246
34	RALI 2006-QO3 [ALL]	Pay Option Arm 2006	100.00%	\$46,936		\$46,936
35	RALI 2006-QO4 [1]	Pay Option Arm 2006	100.00%	\$35,751	XL - Insurer Exception	\$35,751
36	RALI 2006-QO4 [2]	Pay Option Arm 2006	100.00%	\$32,574	XL - Insurer Exception	\$32,574
37	RALI 2006-QO5 [1]	Pay Option Arm 2006	100.00%	\$31,213		\$31,213
38	RALI 2006-QO5 [2]	Pay Option Arm 2006	100.00%	\$34,391		\$34,391
39	RALI 2006-QO5 [3]	Pay Option Arm 2006	100.00%	\$20,101		\$20,101
40	RALI 2006-QO6 [ALL]	Pay Option Arm 2006	100.00%	\$100,443		\$100,443
41	RALI 2006-QO7 [1]	Pay Option Arm 2006	100.00%	\$45,860		\$45,860
42	RALI 2006-QO7 [2]	Pay Option Arm 2006	100.00%	\$33,370		\$33,370
43	RALI 2006-QO7 [3]	Pay Option Arm 2006	100.00%	\$33,050		\$33,050
44	RALI 2006-QO8 [1]	Pay Option Arm 2006	100.00%	\$58,854		\$58,854

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
45	RALI 2006-QO8 [2]	Pay Option Arm 2006	100.00%	\$31,106		\$31,106
46	RALI 2006-QO9 [1]	Pay Option Arm 2006	100.00%	\$34,507		\$34,507
47	RALI 2006-QO9 [2]	Pay Option Arm 2006	100.00%	\$18,362		\$18,362
48	RALI 2007-QH1 [ALL]	ALT-A 2007	100.00%	\$21,539		\$21,539
49	RALI 2007-QH2 [ALL]	ALT-A 2007	100.00%	\$14,578		\$14,578
50	RALI 2007-QH3 [ALL]	ALT-A 2007	100.00%	\$13,669		\$13,669
51	RALI 2007-QH4 [ALL]	ALT-A 2007	100.00%	\$10,891		\$10,891
52	RALI 2007-QH5 [1]	ALT-A 2007	100.00%	\$11,861		\$11,861
53	RALI 2007-QH5 [2]	ALT-A 2007	100.00%	\$5,215		\$5,215
54	RALI 2007-QH6 [ALL]	ALT-A 2007	100.00%	\$16,462		\$16,462
55	RALI 2007-QH7 [1]	ALT-A 2007	100.00%	\$4,685		\$4,685
56	RALI 2007-QH7 [2]	ALT-A 2007	100.00%	\$2,926		\$2,926
57	RALI 2007-QH8 [ALL]	ALT-A 2007	100.00%	\$15,251		\$15,251
58	RALI 2007-QH9 [ALL]	ALT-A 2007	100.00%	\$13,383		\$13,383
59	RALI 2007-QO1 [ALL]	Pay Option Arm 2007	100.00%	\$37,434		\$37,434
60	RALI 2007-QO2 [ALL]	Pay Option Arm 2007	100.00%	\$30,345		\$30,345
61	RALI 2007-QO3 [ALL]	Pay Option Arm 2007	100.00%	\$11,059		\$11,059
62	RALI 2007-QO4 [ALL]	Pay Option Arm 2007	100.00%	\$22,515		\$22,515
63	RALI 2007-QO5 [ALL]	Pay Option Arm 2007	100.00%	\$8,633		\$8,633
64	RAMP 2001-RS1 [1]	Subprime 2001	100.00%	\$52,727	AMBAC	\$52,727
65	RAMP 2001-RS1 [2]	Subprime 2001	100.00%	\$25,165	AMBAC	\$25,165
66	RAMP 2001-RS3 [1]	Subprime 2001	100.00%	\$72,701	AMBAC	\$72,701
67	RAMP 2001-RS3 [2]	Subprime 2001	100.00%	\$28,602	AMBAC	\$28,602
68	RAMP 2002-RS1 [1]	Subprime 2002	100.00%	\$69,024	AMBAC - Insurer Exception	\$69,024
69	RAMP 2002-RS1 [2]	Subprime 2002	100.00%	\$14,593		\$14,593
70	RAMP 2002-RS2 [1]	Subprime 2002	100.00%	\$59,338	AMBAC - Insurer Exception	\$59,338
71	RAMP 2002-RS2 [2]	Subprime 2002	100.00%	\$11,962		\$11,962
72	RAMP 2002-RS4 [1]	Subprime 2002	100.00%	\$58,500	AMBAC	\$58,500
73	RAMP 2002-RS4 [2]	Subprime 2002	100.00%	\$28,824	AMBAC	\$28,824
74	RAMP 2002-RS5 [1]	Subprime 2002	100.00%	\$60,883	AMBAC	\$60,883
75	RAMP 2002-RS5 [2]	Subprime 2002	100.00%	\$23,695	AMBAC	\$23,695
76	RAMP 2002-RS6 [1]	Subprime 2002	100.00%	\$88,666	AMBAC	\$88,666
77	RAMP 2002-RS6 [2]	Subprime 2002	100.00%	\$36,935	AMBAC	\$36,935
78	RAMP 2002-RS7 [ALL]	Subprime 2003	100.00%	\$45,210	AMBAC	\$45,210
79	RAMP 2002-RZ4 [ALL]	Subprime 2002	100.00%	\$68,407	AMBAC	\$68,407
80	RAMP 2003-RS1 [1]	Subprime 2003	100.00%	\$63,869		\$63,869
81	RAMP 2003-RS1 [2]	Subprime 2003	100.00%	\$85,159	AMBAC	\$85,159
82	RAMP 2003-RS11 [1]	Subprime 2003	100.00%	\$181,676	AMBAC - Insurer Exception	\$181,676
83	RAMP 2003-RS11 [2A]	Subprime 2003	100.00%	\$151,419		\$151,419
84	RAMP 2003-RS11 [2B]	Subprime 2003	100.00%	\$60,350		\$60,350
85	RAMP 2003-RS2 [1]	Subprime 2003	100.00%	\$142,469	AMBAC	\$142,469
86	RAMP 2003-RS2 [2]	Subprime 2003	100.00%	\$142,469	AMBAC	\$142,469
87	RAMP 2003-RS3 [1]	Subprime 2003	100.00%	\$82,344	AMBAC	\$82,344

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
88	RAMP 2003-RS3 [2]	Subprime 2003	100.00%	\$150,965	AMBAC	\$150,965
89	RAMP 2003-RS4 [1]	Subprime 2003	100.00%	\$121,134	AMBAC	\$121,134
90	RAMP 2003-RS4 [2A]	Subprime 2003	100.00%	\$96,907	AMBAC	\$96,907
91	RAMP 2003-RS4 [2B]	Subprime 2003	100.00%	\$52,088	AMBAC	\$52,088
92	RAMP 2003-RS5 [1]	Subprime 2003	100.00%	\$144,955	AMBAC	\$144,955
93	RAMP 2003-RS5 [2A]	Subprime 2003	100.00%	\$69,531	AMBAC	\$69,531
94	RAMP 2003-RS5 [2B]	Subprime 2003	100.00%	\$44,783	AMBAC	\$44,783
95	RAMP 2003-RS6 [1]	Subprime 2003	100.00%	\$127,521	AMBAC	\$127,521
96	RAMP 2003-RS6 [2A]	Subprime 2003	100.00%	\$69,557	AMBAC	\$69,557
97	RAMP 2003-RS6 [2B]	Subprime 2003	100.00%	\$34,779	AMBAC	\$34,779
98	RAMP 2003-RS7 [1]	Subprime 2003	100.00%	\$151,669	AMBAC - Insurer Exception	\$151,669
99	RAMP 2003-RS7 [2A]	Subprime 2003	100.00%	\$78,643		\$78,643
100	RAMP 2003-RS7 [2B]	Subprime 2003	100.00%	\$44,939		\$44,939
101	RAMP 2003-RS8 [1]	Subprime 2003	100.00%	\$150,927	Ambac - Insurer Exception	\$150,927
102	RAMP 2003-RS8 [2A]	Subprime 2003	100.00%	\$85,632		\$85,632
103	RAMP 2003-RS8 [2B]	Subprime 2003	100.00%	\$57,246		\$57,246
104	RAMP 2003-RS9 [1]	Subprime 2003	100.00%	\$124,070	AMBAC - Insurer Exception	\$124,070
105	RAMP 2003-RS9 [2A]	Subprime 2003	100.00%	\$94,530		\$94,530
106	RAMP 2003-RS9 [2B]	Subprime 2003	100.00%	\$76,805		\$76,805
107	RAMP 2003-RZ1 [1]	Subprime 2003	100.00%	\$61,915	AMBAC	\$61,915
108	RAMP 2003-RZ1 [2]	Subprime 2003	100.00%	\$38,697	AMBAC	\$38,697
109	RAMP 2003-RZ2 [ALL]	Subprime 2003	100.00%	\$43,926	AMBAC	\$43,926
110	RAMP 2003-RZ3 [ALL]	Subprime 2003	100.00%	\$72,377	Ambac - Insurer Exception	\$72,377
111	RAMP 2003-RZ4 [ALL]	Subprime 2003	100.00%	\$133,538	AMBAC - Insurer Exception	\$133,538
112	RAMP 2003-RZ5 [1]	Subprime 2003	100.00%	\$101,541	AMBAC - Insurer Exception	\$101,541
113	RAMP 2003-RZ5 [2]	Subprime 2003	100.00%	\$16,924		\$16,924
114	RAMP 2004-RS1 [1]	Subprime 2004	100.00%	\$135,367	AMBAC - Insurer Exception	\$135,367
115	RAMP 2004-RS1 [2A]	Subprime 2004	100.00%	\$146,094		\$146,094
116	RAMP 2004-RS1 [2B]	Subprime 2004	100.00%	\$97,566		\$97,566
117	RAMP 2004-RS5 [1]	Subprime 2004	100.00%	\$106,308	AMBAC	\$106,308
118	RAMP 2004-RS5 [2A]	Subprime 2004	100.00%	\$86,375		\$86,375
119	RAMP 2004-RS5 [2B]	Subprime 2004	100.00%	\$86,375		\$86,375
120	RAMP 2004-RS9 [1]	Subprime 2004	100.00%	\$79,259	AMBAC	\$79,259
121	RAMP 2004-RS9 [2]	Subprime 2004	100.00%	\$194,545		\$194,545
122	RASC 1999-RS1 [1]	Subprime 1999	100.00%	\$6,877	AMBAC	\$6,877
123	RASC 1999-RS1 [2]	Subprime 1999	100.00%	\$4,522	AMBAC	\$4,522
124	RASC 2002-KS1 [1]	Subprime 2002	100.00%	\$269,669	AMBAC	\$269,669
125	RASC 2002-KS1 [2A]	Subprime 2002	100.00%	\$109,152	AMBAC	\$109,152
126	RASC 2002-KS1 [2B]	Subprime 2002	100.00%	\$109,152	AMBAC	\$109,152
127	RASC 2002-KS4 [1]	Subprime 2002	100.00%	\$120,997	AMBAC	\$120,997
128	RASC 2002-KS4 [2A]	Subprime 2002	100.00%	\$159,496	AMBAC	\$159,496

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
129	RASC 2002-KS4 [2B]	Subprime 2002	100.00%	\$159,496	AMBAC	\$159,496
130	RASC 2002-KS6 [1]	Subprime 2002	100.00%	\$115,716	AMBAC	\$115,716
131	RASC 2002-KS6 [2]	Subprime 2002	100.00%	\$162,003	AMBAC	\$162,003
132	RASC 2002-KS8 [ALL]	Subprime 2002	100.00%	\$173,577	AMBAC	\$173,577
133	RASC 2003-KS4 [1]	Subprime 2003	100.00%	\$136,169		\$136,169
134	RASC 2003-KS4 [2A]	Subprime 2003	100.00%	\$52,373	AMBAC	\$52,373
135	RASC 2003-KS4 [2B]	Subprime 2003	100.00%	\$41,898	AMBAC	\$41,898
136	RASC 2003-KS4 [3]	Subprime 2003	100.00%	\$41,898	AMBAC	\$41,898
137	RASC 2003-KS5 [1]	Subprime 2003	100.00%	\$46,271	AMBAC	\$46,271
138	RASC 2003-KS5 [2A]	Subprime 2003	100.00%	\$64,780	AMBAC	\$64,780
139	RASC 2003-KS5 [2B]	Subprime 2003	100.00%	\$50,898	AMBAC	\$50,898
140	RASC 2003-KS9 [1]	Subprime 2003	100.00%	\$83,082	AMBAC	\$83,082
141	RASC 2003-KS9 [2A]	Subprime 2003	100.00%	\$83,082	AMBAC	\$83,082
142	RASC 2003-KS9 [2B]	Subprime 2003	100.00%	\$83,082	AMBAC	\$83,082
143	RASC 2004-KS4 [1]	Subprime 2004	100.00%	\$53,724	AMBAC	\$53,724
144	RASC 2004-KS4 [2A]	Subprime 2004	100.00%	\$80,587	AMBAC	\$80,587
145	RASC 2004-KS4 [2B]	Subprime 2004	100.00%	\$80,587	AMBAC	\$80,587
146	RFMS2 1999-HI1 [ALL]	Second Lien 1999	100.00%	\$33,283	AMBAC	\$33,283
147	RFMS2 1999-HI4 [ALL]	Second Lien 1999	100.00%	\$29,811	AMBAC	\$29,811
148	RFMS2 1999-HI6 [I]	Second Lien 1999	100.00%	\$38,136	AMBAC	\$38,136
149	RFMS2 1999-HI6 [II]	Second Lien 1999	100.00%	\$2,173	AMBAC	\$2,173
150	RFMS2 1999-HI8 [I]	Second Lien 1999	100.00%	\$25,904	AMBAC	\$25,904
151	RFMS2 1999-HI8 [II]	Second Lien 1999	100.00%	\$1,354	AMBAC	\$1,354
152	RFMS2 2000-HI1 [I]	Second Lien 2000	100.00%	\$108,055	AMBAC	\$108,055
153	RFMS2 2000-HI1 [II]	Second Lien 2000	100.00%	\$4,436	AMBAC	\$4,436
154	RFMS2 2000-HI2 [I]	Second Lien 2000	100.00%	\$59,420	AMBAC	\$59,420
155	RFMS2 2000-HI2 [II]	Second Lien 2000	100.00%	\$2,638	AMBAC	\$2,638
156	RFMS2 2000-HI3 [I]	Second Lien 2000	100.00%	\$75,045	AMBAC	\$75,045
157	RFMS2 2000-HI3 [II]	Second Lien 2000	100.00%	\$3,344	AMBAC	\$3,344
158	RFMS2 2000-HI4 [1]	Second Lien 2000	100.00%	\$74,887	AMBAC	\$74,887
159	RFMS2 2000-HI4 [2]	Second Lien 2000	100.00%	\$3,761	AMBAC	\$3,761
160	RFMS2 2000-HI5 [1]	Second Lien 2000	100.00%	\$151,354	AMBAC	\$151,354
161	RFMS2 2000-HI5 [2]	Second Lien 2000	100.00%	\$6,880	AMBAC	\$6,880
162	RFMS2 2000-HL1 [1]	Second Lien 2000	100.00%	\$10,304	AMBAC	\$10,304
163	RFMS2 2000-HL1 [2]	Second Lien 2000	100.00%	\$1,323	AMBAC	\$1,323
164	RFMS2 2001-HI1 [ALL]	Second Lien 2001	100.00%	\$35,593	AMBAC	\$35,593
165	RFMS2 2001-HI2 [1]	Second Lien 2001	100.00%	\$26,170	AMBAC	\$26,170
166	RFMS2 2001-HI2 [2]	Second Lien 2001	100.00%	\$1,353	AMBAC	\$1,353
167	RFMS2 2001-HI3 [1]	Second Lien 2001	100.00%	\$56,316	AMBAC	\$56,316
168	RFMS2 2001-HI3 [2]	Second Lien 2001	100.00%	\$1,381	AMBAC	\$1,381
169	RFMS2 2001-HI4 [ALL]	Second Lien 2001	100.00%	\$56,035	AMBAC	\$56,035
170	RFMS2 2001-HS2 [ALL]	Second Lien 2001	100.00%	\$5,768	AMBAC	\$5,768
171	RFMS2 2001-HS3 [1]	CES 2001	100.00%	\$2,334	Radian (Pool Policy)	\$2,334
172	RFMS2 2001-HS3 [2]	CES 2001	100.00%	\$803	AMBAC	\$803
173	RFMS2 2002-HI1 [ALL]	Second Lien 2002	100.00%	\$47,762	AMBAC	\$47,762
174	RFMS2 2002-HI2 [1]	Second Lien 2002	100.00%	\$23,407	AMBAC	\$23,407

	A	B	C	D	E	F
1	Name	Cohort	RFC Servicer %	RFC Claim	Insurer	RFC Recognized Claim
175	RFMS2 2002-HI2 [2]	Second Lien 2002	100.00%	\$10,403	AMBAC	\$10,403
176	RFMS2 2002-HI3 [ALL]	Second Lien 2002	100.00%	\$37,624	AMBAC	\$37,624
177	RFMS2 2003-HI3 [1]	Second Lien 2003	100.00%	\$13,798	AMBAC	\$13,798
178	RFMS2 2003-HI3 [2]	Second Lien 2003	100.00%	\$13,798	AMBAC	\$13,798
179	RFMS2 2003-HS4 [1]	Second Lien 2003	100.00%	\$3,594	AMBAC	\$3,594
180	RFMS2 2003-HS4 [2]	Second Lien 2003	100.00%	\$3,594	AMBAC	\$3,594
181	RFMS2 2007-HSA1 [ALL]	Second Lien 2007	100.00%	\$2,510	MBIA	\$0
182	RFMS2 2007-HSA2 [ALL]	CES 2007	100.00%	\$2,040	MBIA	\$0
183	RFMS2 2007-HSA3 [1]	Second Lien 2007	100.00%	\$1,405	MBIA	\$0
184	RFMS2 2007-HSA3 [2]	Second Lien 2007	100.00%	\$565	MBIA	\$0
185	RFSC 2002-RP1 [ALL]	Subprime 2002	100.00%	\$23,735	AMBAC	\$23,735
186	RFSC 2002-RP2 [ALL]	Subprime 2002	100.00%	\$85,218	AMBAC	\$85,218
187	RFSC 2003-RP1 [ALL]	Subprime 2003	100.00%	\$148,749	AMBAC - Insurer Exception	\$148,749
188	RFSC 2003-RP2 [1]	Subprime 2003	100.00%	\$48,425	AMBAC	\$48,425
189	RFSC 2003-RP2 [2]	Subprime 2003	100.00%	\$56,570	AMBAC	\$56,570
190				<b>\$9,751,352</b>		<b>\$9,744,833</b>

**Exhibit 17**

**Ally Contract Claims Estimate**

Ally Contract Claims as of October 11, 2013 are estimated to include the following:<sup>1</sup>

<b>Applicable Ally Contract</b>	<b>Amount Due</b>	<b>Claim Description</b>
The Shared Services Agreement between Ally Financial Inc. and Residential Capital, LLC dated as of May 14, 2012, including all applicable Statements of Work Thereunder	Approx. \$232,000	Reimbursement for refunds Ally has provided to certain customers as a result of the Debtors' Truth In Lending Act errors

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<sup>1</sup> This estimate does not include any claims Ally has against the Debtors arising in the ordinary course of business under the Ally Contracts. Further, as set forth in section IV(B)(f) of the Plan, this estimate is non-binding on Ally and remains subject to change.

**Exhibit 18**

**Identity of the RMBS Claims Trust Trustees**

Upon the Effective Date,<sup>1</sup> U.S. Bank Trust National Association will serve as the RMBS Claims Trust Trustee in accordance with Article IV.C of the Plan.

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the “**Plan**”).

**Exhibit 19**

**Material Terms on which the Plan Proponents  
May Pay Post-Petition Interest Over Time**

Pursuant to Article III of the Plan,<sup>1</sup> if the Bankruptcy Court determines that the Junior Secured Noteholders are entitled to post-petition interest, the Allowed amount of such post-petition interest shall be paid in accordance with the requirements under the Bankruptcy Code, which may include, at the Plan Proponents' election, the payment of such post-petition interest over time with interest at a rate consistent with section 1129(b) of the Bankruptcy Code. The Plan also provides that the material terms on which the Plan Proponents may pay over time any post-petition interest owed to the Junior Secured Noteholders to the extent ordered by the Bankruptcy Court, including the interest rate, will be set forth in the Plan Supplement.

Upon consultation with the Consenting Claimants, the Plan Proponents have elected not to pay the Junior Secured Noteholders post-petition interest over time if the Bankruptcy Court determines that the Junior Secured Noteholders are entitled to post-petition interest. Notwithstanding the above, if the Bankruptcy Court determines that the Junior Secured Noteholders are entitled to post-petition interest, the Plan Proponents, in consultation with the Consenting Claimants, reserve the right to seek payment of such post-petition interest over time upon terms subject to the approval of the Bankruptcy Court.

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<sup>1</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al., and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended, the "**Plan**").

**Exhibit 20**

**Initial List of Claims To Be Subordinated Under the Plan**

Pursuant to Article III.E of the Plan,<sup>1</sup> an initial list of Claims proposed to be subordinated under the Plan shall be set forth in the Plan Supplement, without prejudice to the rights of the Plan Proponents or Liquidating Trust (and the Borrower Trust with respect to Borrower Claims), as the case may be, to seek to subordinate additional Claims.

At this time the Plan Proponents do not seek to subordinate any Claims in connection with Confirmation. Notwithstanding the above, the Plan Proponents, the Liquidating Trust, and the Borrower Trust, as the case may be, reserve all of their rights to seek subordination of any Claim following confirmation of the Plan, including without limitation any Claim or portion thereof seeking to impose punitive damages. For the avoidance of doubt, nothing herein shall affect the treatment of the FHFA Claims as set forth in Article III of the Plan.

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<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al. and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended from time to time, the “**Plan**”).

**Exhibit 21**

### **Updated Disclosure Statement Exhibits 12 and 13**

Pursuant to Article IV.A.17 of the Disclosure Statement,<sup>1</sup> Exhibit 12 (Schedule of Recoveries to the RMBS Trusts) and Exhibit 13 (Explanation of Calculation of Recoveries to the RMBS Trusts) to the Disclosure Statement remain subject to change, and any updates to these Exhibits will be included as part of the Plan Supplement.

The methodology for calculating the recoveries set forth in Exhibit 13 will be applied by the RMBS Trustees in calculating recoveries to the RMBS Trusts based upon the facts as of the date the recoveries are calculated. As such, the recoveries projected in Exhibits 12 and 13 are illustrative and are expressly subject to change. Accordingly, at this time, the Plan Proponents, in consultation with the Consenting Claimants and the RMBS Trustees, do not believe any updates to Disclosure Statement Exhibits 12 and 13 are necessary or appropriate.

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<sup>1</sup> All capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the *Joint Chapter 11 Plan Proposed by Residential Capital, LLC, et al., and the Official Committee of Unsecured Creditors* [Docket No. 4819, Ex. 1] (as may be amended, the “**Plan**”).