Date Filed: 10/22/2012
T930

# INTERCOMPANY ADVANCE AGREEMENT

(Passive Asset Transactions, LLC)

THIS INTERCOMPANY ADVANCE AGREEMENT is made as of June 1, 2009 (the "Agreement") between Residential Capital, LLC, a Delaware limited liability company (the "Borrower"), and Passive Asset Transactions, LLC, a Delaware limited liability company (the "Lender").

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

1. Advances. Subject to the terms and conditions hereof, and relying upon the representations and warranties of the Borrower set forth herein, the Lender agrees to make loans in U.S. dollars (the "Advances") to the Borrower on any date prior to the termination of this Agreement. The amount of each advance will be agreed upon by the Borrower and the Lender on an on-going basis.

2. Interest. Interest will accrue daily on the unpaid Advances outstanding at a rate per annum equal to the Lender's cost of funds for such day, but in no event at a rate per annum greater than the highest rate permitted by applicable law. Interest on the Advances outstanding will be payable on the first business day of each month.

3. Repayment.

   (a) Promissory Note. The obligation of the Borrower to repay Advances will be evidenced by a nonrecourse promissory note executed by the Borrower dated the date hereof and substantially in the form of Exhibit A attached hereto (the "Note"). The Lender shall, and is hereby authorized by the Borrower to, endorse on the Note or on a schedule attached thereto an appropriate notation evidencing the date and amount of each Advance made by the Lender and each principal payment and interest payment made by the Borrower. Such notations will be presumed correct unless and until the contrary is established; provided, however, that failure to make or any error in making any such notation will not limit or expand or otherwise affect the obligations of the Borrower hereunder or under the Note.

   (b) Offset of Intercompany Obligations. Unless the Borrower ceases to be a member of the Lender's consolidated tax group, all amounts which either party owes to the other under this Agreement or any other intercompany agreement, arrangement, or understanding by and between the parties may be offset and netted against each other.

4. Draws. If, on any business day prior to the termination hereof, the Borrower gives notice, in writing, or by telephone, e-mail or telecopy transmission, by the Borrower's president, chief financial officer, controller or treasurer (or the duly appointed agent thereof) to the Lender's chief financial officer, controller or treasurer (or a duly appointed agent thereof) that it requires an Advance hereunder, the Borrower and the Lender agree that the amount of the requested Advance may be approved by the Lender at the Lender's discretion.

1212020121022000000000036

Each request by the Borrower for an Advance or loan hereunder will be deemed to constitute a representation that the representations made by the Borrower in paragraph 6 below are true and correct as of the date of such request.

5. Bankruptcy Standstill. The Lender agrees that it will not commence, or join with any other creditor of the Borrower in commencing, against the Borrower, any bankruptcy, insolvency, arrangement, reorganization, receivership, relief or similar proceeding under any bankruptcy or similar law or assignment for the benefit of creditors or any marshalling of assets and liabilities, that it will not look to property or assets of the Borrower in respect to the Advances or interest thereon, and that such obligations shall not constitute a claim against the Borrower in the event that the Borrower's assets are insufficient to pay in full such obligations.

6. Borrower's Representations. The Borrower hereby represents and warrants that:

(a) The Borrower is a corporation validly existing and in good standing in Delaware and has all requisite corporate power and authority to perform the obligations on its part arising hereunder; and

(b) The execution, delivery and performance of this Agreement and the Note by the Borrower, and any borrowing hereunder or thereunder, has been duly and effectively authorized by all necessary corporate action, and this Agreement and the Note have been duly executed and delivered by the Borrower and are the valid and binding obligations of the Borrower.

7. Events of Default.

(a) Definition. An "Event of Default" shall occur if the Borrower shall default in the payment of the outstanding principal or interest of the Note within five days after the date on which it is due.

(b) Consequences of Event of Default. Subject to the provision of paragraph 5 hereof, if an Event of Default shall occur and be continuing, the holder of the Note may at its option, by written notice to the Borrower, declare the unpaid balance on the Note and any interest accrued thereon and all other liabilities of the Borrower to the holder of the Note hereunder or thereunder to be forthwith due and payable, and the same shall thereupon become and be immediately due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived.

8. Termination. Except for the provision of paragraph 5, so long as principal, interest and other amounts due pursuant to this Agreement and the Note have been paid in full at such time, this Agreement shall terminate upon (1) the written demand of the Lender, (2) the written request of the Borrower, or (3) mutual agreement of the parties.

9. Governing Law. This Agreement shall be construed with the substantive laws of the State of Minnesota.

10. Notices. Except as otherwise expressly provided herein, all notices other communications hereunder will be in writing and will be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, (d) transmitted by telecopy, or (e) sent as electronic mail, in each case delivered or sent to the party to whom notice is being given to the following business address, telecopier number, or e-mail address set:

To Borrower: Residential Capital, LLC
One Meridian Crossings, Suite 100
Minneapolis, MN 55423
Attn: Chief Financial Officer

To Lender: Passive Asset Transactions, LLC
1100 Virginia Drive
Fort Washington, PA 19034
Attn: President

or, as to each party, at such other business address, telecopier number, or e-mail address as it may hereafter designate in writing to the other party. All such notices and communications will be effective when delivered (if delivered personally, by courier or by e-mail) or received (in the case of telecommunications) or three days after they have been deposited in the mail (if sent by U.S. mail).

11. Miscellaneous.

(a) Modification and Amendment of Agreement. The provisions of this Agreement may be modified, amended or waived, but only by a written document signed by both parties or, in the case of a waiver, signed by the party against which such waiver is being enforced. No delay of the Lender in exercising any remedies hereunder or under applicable law shall be deemed to constitute waiver by the Lender of any of its rights hereunder or thereunder or preclude any further exercise thereof.

(b) Paragraph Headings. Paragraph headings in this Agreement are for convenience only and shall not affect its interpretation.

(c) Counterparts. This Agreement may be executed and delivered by each party hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original and both of which taken together shall constitute but one and the same agreement.

(d) Assignment of Agreement. This Agreement and the Note shall not be assigned or transferred by the Lender to any person other than a direct or indirect subsidiary of the Lender or a direct or indirect subsidiary of the Lender's shareholder. This Agreement and the Note shall not be assigned or transferred by the Borrower.

*(Signature page follows)*

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

**RESIDENTIAL CAPITAL, LLC**

By: _____
Name: John M. Peterson
Title: Assistant Treasurer

**PASSIVE ASSET TRANSACTIONS, LLC**

By: _____
Name: Melissa White
Title: Assistant Treasurer

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

**RESIDENTIAL CAPITAL, LLC**

By: _____
Name: John M. Peterson
Title: Assistant Treasurer

**PASSIVE ASSET TRANSACTIONS, LLC**

By: _____
Name: Melissa White
Title: Assistant Treasurer

**Exhibit A**
**to Intercompany Agreement**

**PROMISSORY NOTE**

June __, 2009

**FOR VALUE RECEIVED**, the undersigned, RESIDENTIAL CAPITAL, LLC, a Delaware limited liability company (herein called the "Company"), hereby promises to pay to the order of PASSIVE ASSET TRANSACTIONS, LLC, a Delaware limited liability company (the "Lender" or, together with its successors and assigns, the "Holder") whose principal place of business is One Meridian Crossings, Suite 100, Minneapolis, Minnesota 55423, or at such other place as the Holder may designate from time to time, Advances pursuant to the Agreement described below, and to pay interest on said principal sum or such part thereof as shall remain unpaid from time to time, from the date of each Advance until repaid in full, and all other fees and charges due under the Agreement, at the rate and at the times set forth in the Agreement. All payments hereunder shall be made in lawful money of the United States and in immediately available funds.

This Note is given to evidence Advances as referred to in that certain Intercompany Advance Agreement (the "Agreement") dated as of the date hereof between the Company and the Lender, as the same may be amended or supplemented from time to time, and is entitled to the benefits thereof. Reference is hereby made to the Agreement, which is incorporated herein by reference as fully and with the same effect as if set forth herein at length, for a statement of the covenants and agreements, a statement of the rights and remedies and securities afforded thereby and other matters contained therein. Capitalized terms used herein, unless otherwise defined herein, shall have the same meanings given them in the Agreement.

Should this Note be placed in the hands of attorneys for collection, the Company agrees to pay, in addition to principal and interest, fees and charges due under the Agreement, and all costs of collecting this Note, including reasonable attorneys' fees and expenses.

The Company hereby waives demand, notices, protest and presentment.

This Note shall be construed and enforced in accordance with the laws of the State of Minnesota, without reference to its principles of conflict of law.

**IN WITNESS WHEREOF**, the Company has executed this Note as of the day and year first written above.

**RESIDENTIAL CAPITAL, LLC**

By: _____
Name:
Title: