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THIRD AMENDMENT  
To the Amended and Restated Loan Agreement  
(Line of Credit Agreement)

Dated as of August 31, 2010

by and among

RESIDENTIAL FUNDING COMPANY, LLC,  
as Borrower,

GMAC MORTGAGE, LLC,  
as Borrower,

RESIDENTIAL CAPITAL, LLC,  
AND CERTAIN OTHER AFFILIATES OF THE BORROWERS  
as Guarantors,

ALLY FINANCIAL INC. (f/k/a GMAC Inc.),  
as Initial Lender and as Lender Agent

and

Certain Other Financial Institutions and Persons from  
time to time party hereto as Lenders



This THIRD AMENDMENT (this “Agreement”), dated as of August 31, 2010 (the “Amendment Effective Date”), is by and among GMAC Mortgage, LLC, a Delaware limited liability company (“GMAC Mortgage”), Residential Funding Company, LLC, a Delaware limited liability company (“RFC” and, together with GMAC Mortgage, each a “Borrower” and collectively, the “Borrowers”), Residential Capital, LLC, a Delaware limited liability company (“ResCap”), and the various other parties signatory hereto as Guarantors (together with ResCap, each a “Guarantor” and collectively, the “Guarantors”), Ally Financial Inc. (f/k/a GMAC Inc.), a Delaware corporation (“Ally Financial”), as the initial lender (in such capacity, the “Initial Lender”), the financial institutions and other Persons that are or may from time to time become parties hereto as Lenders (together with the Initial Lender and their respective successors and assigns, each a “Lender” and collectively, the “Lenders”), and Ally Financial, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Lender Agent”).

Reference is hereby made to the Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of December 30, 2009, among the Borrowers, the Guarantors, the Lenders and the Lender Agent (as amended and modified through the date hereof, the “LOC Loan Agreement”).

## RECITALS

1. Each of the parties hereto is a party to the LOC Loan Agreement.
2. The parties hereto desire to make certain amendments to the LOC Loan Agreement.
3. Each of the parties hereto, by its signature hereto, hereby acknowledges, consents and agrees to the matters set forth herein.
4. In consideration of the premises and mutual agreements herein contained and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I DEFINED TERMS

SECTION 1.1 Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the LOC Loan Agreement.

## ARTICLE II AMENDMENTS TO THE LOC LOAN AGREEMENT

### SECTION 2.1 Amendments to the LOC Loan Agreement.

(a) Clause (ii) of the proviso to the first sentence of Section 2.03(a) of the LOC Loan Agreement is hereby amended and restated in full to read as follows:

(ii) no Borrower Funding Request may be made unless (A) the Unrestricted ResCap Liquidity at the opening of business on the proposed Funding Date (as estimated by the close of business on the Business Day prior to such Funding Date) is less than the Unrestricted ResCap Liquidity Threshold and (B) based on such estimates, after giving effect to the advance of such Loans, the Unrestricted ResCap Liquidity does not exceed the Unrestricted ResCap Liquidity Threshold.

(b) Sections 2.03(a) and (b) of the LOC Loan Agreement are further amended to delete references therein to estimates of Consolidated Liquidity.

(c) Section 2.08(c) to the LOC Loan Agreement is hereby amended and restated in full to read as follows:

(c) On each Business Day (a “Test Date”), the Borrowers shall determine on or before 7:00 p.m. (New York City time) the amount by which the estimated Unrestricted ResCap Liquidity exceeds the Unrestricted ResCap Liquidity Threshold (the “Liquidity Excess Amount”). If the Liquidity Excess Amount is greater than \$0, no later than 3:00 p.m. (New York City time) on the Business Day following the Test Date, the Borrowers shall jointly and severally repay outstanding Loans in an amount equal to the highest portion of the Liquidity Excess Amount that could be paid by the Borrowers and still satisfy the requirement that, after giving effect to such payment, the Unrestricted ResCap Liquidity is greater than or equal to the Unrestricted ResCap Liquidity Threshold. The Borrowers shall deliver a Repayment Notice with respect to each repayment of outstanding Loan amounts made pursuant to this paragraph by 3:00 p.m. (New York time) on the day such repayment is due.

(d) Section 6.01(p) of the LOC Loan Agreement is hereby amended by replacing the address “One Meridian Crossings, Suite 100, Minneapolis, MN 55423” in each instance in which it appears therein with the address “8400 Normandale Lake Blvd., Suite 350, Minneapolis, MN 55437”.

(e) Section 6.01(t) of the LOC Loan Agreement is hereby amended and restated in full to read as follows:

“(t) Underlying Documents; Restricted Entities. The Obligors have provided to the Lender Agent, or made available to the Lender Agent on a website to which the Lender Agent will have access while the related Collateral is held by the Obligors, true, accurate, and complete copies of each Underlying Document, each as amended, restated, supplemented or otherwise modified as of the Amendment Closing Date, and will promptly provide the Lender Agent with written notice of modifications or terminations thereof (other than Permitted Actions); and all Indebtedness

(other than Excluded Debt) owed by Restricted Entities is reflected in the Carrying Value of Collateral related to such entities.”

(f) Section 7.01(v) of the LOC Loan Agreement is hereby amended and restated in full to read as follows:

(v) Unrestricted ResCap Liquidity; Balance Rollforward. The Obligors will provide to the Lender Agent, on a daily basis, the ResCap Liquidity Balance Rollforward, prepared in a manner consistent with the methods used by the management of the Borrowers prior to the Closing Date and the Obligors shall endeavor, taking into account ordinary course business expenses and receipts and acting in good faith, to maintain, at all times, Unrestricted ResCap Liquidity in excess of the Unrestricted ResCap Liquidity Threshold.

(g) Section 7.02(i) is hereby amended and restated in full to read as follows:

“(i) permit, on any Business Day, the aggregate amount of Unrestricted ResCap Liquidity to be less than \$250,000,000; provided that the Obligors agree that any proposed change to any Bilateral Facility or any other financing facility which has the effect of imposing a financial covenant on a Borrower or ResCap which is more restrictive than this Section 7.02(i) or in addition to the financial covenants contained in Section 7.02(i) or 7.02(j) shall be notified to the Lender Agent two (2) Business Days prior to its effectiveness and if in the sole judgment of the Lender Agent such proposed change is more restrictive than this Section 7.02(i) or in addition to the financial covenants contained in Section 7.02(i) or 7.02(j), such financial covenant(s) shall be deemed to be incorporated by reference into this Section 7.02(i), and shall thereafter continue in effect for purposes of this Agreement. Any such incorporation by reference into this Section 7.02(i) shall take effect concurrently with the effectiveness of the relevant provision in the other facility. Notice of such incorporation shall be provided by the Lender Agent to the Obligors.”

(h) Section 7.02(j) is hereby amended and restated in full to read as follows:

“(i) permit, as of the last Business Day of any fiscal month of ResCap, the consolidated Tangible Net Worth of ResCap to be less than \$250,000,000; provided that the Obligors agree that any proposed change to any Bilateral Facility or any other financing facility which has the effect of imposing a financial covenant which is more restrictive than this Section 7.02(j) shall be notified to the Lender Agent two (2) Business Days prior to its effectiveness and if in the sole judgment of the Lender Agent such proposed change is more restrictive the financial covenant contained in this Section 7.02(j), such financial covenant(s) shall be deemed to be incorporated by reference into this Section 7.02(j), and shall

thereafter continue in effect for purposes of this Agreement. Any such incorporation by reference into this Section 7.02(j) shall take effect concurrently with the effectiveness of the relevant provision in the other facility. Notice of such incorporation shall be provided by the Lender Agent to the Obligor.

**SECTION 2.2 Amendments to Exhibits and Schedules:**

(a) The definition of “Cash Equivalents” in Schedule 1.01 is hereby amended and restated in full to read as follows:

“Cash Equivalents” means (i) securities with maturities of 90 days or less from the date of acquisition issued or fully guaranteed or insured by the United States Government or any agency thereof, (ii) certificates of deposit and eurodollar time deposits with weighted average maturities of 90 days or less from the date of acquisition and overnight bank deposits of any commercial bank having capital and surplus in excess of \$500,000,000 and a rating of at least A+ and A1 from S&P and Moody’s, respectively, (iii) repurchase obligations of any commercial bank satisfying the requirements of clause (ii) of this definition, having a term of not more than seven days with respect to securities issued or fully guaranteed or insured by the United States Government, (iv) securities with weighted average maturities of 90 days or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States, by any political subdivision or taxing authority of any such state, commonwealth or territory or by any foreign government, the securities of which state, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A by Moody’s, (v) securities with maturities of 90 days or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (ii) of this definition or, (vi) shares of 2a-7 money market mutual funds rated AAA by Moody’s and S&P that have a weighted average maturity of 90 days or less or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (v) of this definition.

(b) The definitions of “Consolidated Liquidity” and “Consolidated Liquidity Threshold” in Schedule 1.01 are hereby deleted in their entirety.

(c) The definition of Specified Drawdown Amount in Schedule 1.01 is hereby amended and restated in full to read as follows:

“Specified Drawdown Amount” means, on any Funding Date, the excess (determined before giving effect to any Loans requested to be made on such Funding Date), if any, of (i) the Unrestricted ResCap Liquidity Threshold at the close of business on the immediately prior Business Day

over (ii) the estimated Unrestricted ResCap Liquidity at the close of business on such day.

(d) The definition of “Unrestricted ResCap Liquidity” in Schedule 1.01 is hereby amended and restated in full to read as follows:

“Unrestricted ResCap Liquidity” means, on any day, the unrestricted and unencumbered cash (consisting solely of U.S. Dollars) and Cash Equivalents held by ResCap, determined on a consolidated basis, as reported by the Guarantors as the “Unrestricted ResCap Liquidity Balance” in the ResCap Liquidity Balance Rollforward.

(e) Clauses (f) and (g) in Schedule 5.02 to the LOC Loan Agreement are hereby amended and restated in full to read as follows:

(f) On the proposed Funding Date the estimated Unrestricted ResCap Liquidity is less than the Unrestricted ResCap Liquidity Threshold;

(g) The making of such Loan and the application of the proceeds thereof shall result in the Unrestricted ResCap Liquidity being greater or equal to \$250,000,000;

(f) Schedule 7.01(t) to the LOC Loan Agreement is hereby deleted and replaced with the Schedule 7.01(t) attached hereto as Exhibit A.

(g) Schedule 13.02 to the LOC Loan Agreement is hereby amended by deleting the address “One Meridian Crossings, Suite 100, Minneapolis, MN 55423” where it appears therein and replacing it with “8400 Normandale Lake Blvd., Suite 350, Minneapolis, MN 55437.”

(h) The third paragraph of Exhibit 7.01 to the LOC Loan Agreement is amended and restated in full to read as follows:

The undersigned Responsible Officer of ResCap has caused the provisions of the Loan Agreement to be reviewed and certifies to the Lenders that: (a) as of the Reporting Date, the Consolidated Tangible Net Worth of ResCap was \$[\_\_\_\_\_] (b) as of the close of business on the Business Day immediately preceding the date of this Certificate is delivered to the Lender Agent, the aggregate amount of Unrestricted ResCap Liquidity was \$[\_\_\_\_\_] (c) the undersigned has no knowledge of any Default or Event of Default, (d) attached hereto are the computations necessary to determine that ResCap is in compliance with the provisions of the Loan Agreement as of the Reporting Date referenced thereon, and (d) to the best of the undersigned’s knowledge no event has occurred since the date of the most recent financial statements upon which such covenant compliance was calculated that would cause ResCap to no longer be in compliance with said provisions.

### ARTICLE III CONDITIONS TO EFFECTIVENESS

SECTION 3.1 Amendment Effective Date. This Agreement and the provisions contained herein shall become effective as of the Amendment Effective Date.

SECTION 3.2 Other Deliverables. The Obligors covenant and agree to deliver or cause to be delivered such documents, including but not limited to (i) opinions of counsel with respect to this Agreement and the related amendments to Security Documents, and (ii) the Obligors' board resolutions approving this Agreement, as the Lender Agent may reasonably request, which documents will be in form and substance satisfactory to the Lender Agent, on or before the date hereof.

### ARTICLE IV NOTICES, ACKNOWLEDGEMENTS, CONFIRMATION AND REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Notice. Each party hereto hereby acknowledges timely notice of the execution of this Agreement and of the transactions and amendments contemplated hereby. Each party hereto hereby waives any notice requirement contained in the LOC Loan Agreement or the other Facility Documents with respect to the execution of this Agreement.

SECTION 4.2 Reservation of Rights. The Obligors each hereby acknowledge and agree that none of this Agreement, the making of any loan under the LOC Loan Agreement by any Lender and any Lender's or the Lender Agent's consent thereto either before or after the Amendment Effective Date shall constitute (w) an approval of the accuracy of all or any portion of any Borrower funding request or any certification delivered pursuant to the Facility Documents, (x) a waiver or forbearance by any Lender or the Lender Agent under any of the Facility Documents, (y) the acceptance by any Lender or the Lender Agent of any course of conduct by any Obligor or any other Person or (z) an agreement by any Lender or the Lender Agent to amend any of the Facility Documents without all required approvals or related certifications. The Obligors each hereby further acknowledge and agree that the Lenders and the Lender Agent reserve all rights, remedies and options under the Facility Documents, including to require the Borrowers to satisfy in all respects the conditions relating to the making of any loan under the Facility Documents and the right to require each Obligor to perform all of its obligations under the Facility Documents which are then due and owing or are susceptible of performance, as the case may be.

SECTION 4.3 Confirmation of the Facility Documents. The Obligors each hereby acknowledge and agree that the LOC Loan Agreement and each other Facility Document (each as amended as of the date hereof) are each ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms. Without limiting the foregoing, each Obligor reaffirms its grant of a security interest in all the Collateral pledged by it, and agrees that such security interest secures all Obligations. As of the Amendment Effective Date, each reference in the LOC Loan Agreement to "this Agreement" or in any other Facility Document to the "Loan Agreement" shall mean the LOC Loan Agreement as amended by this Agreement, and as hereinafter amended, restated or modified.

SECTION 4.4 Representations and Warranties. By its signature hereto, each Obligor hereby represents and warrants that, before and after giving effect to this Agreement, as follows:

- (a) Its representations and warranties set forth in the Facility Documents (each as amended as of the date hereof) are true and correct as if made on the date hereof, except to the extent they expressly relate to an earlier date; and
- (b) No Default has occurred and is continuing.

## ARTICLE V MISCELLANEOUS

SECTION 5.1 **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (BUT WITH REFERENCE TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW, WHICH BY ITS TERMS APPLIES TO THIS AGREEMENT).**

SECTION 5.2 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original (whether such counterpart is originally executed or an electronic copy of an original and each party hereto expressly waives its rights to receive originally executed documents) and all of which when taken together shall constitute one and the same agreement.

SECTION 5.3 **WAIVER OF JURY TRIAL. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

SECTION 5.4 Entire Agreement. This Agreement, the LOC Loan Agreement and the other Facility Documents embody the entire agreement and understanding of the parties hereto and supersede any and all prior agreements, arrangements and understanding relating to the matters provided for herein.

SECTION 5.5 Captions. The various captions in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement.

SECTION 5.6 Severability. If any provision of this Agreement, or the application thereof to any party or any circumstance, is held to be unenforceable, invalid or illegal (in whole or in part) for any reason (in any jurisdiction), the remaining terms of this Agreement, modified by the deletion of the unenforceable invalid or illegal portion (in any relevant jurisdiction), will continue in full force and effect, and such unenforceability, invalidity or illegality will not otherwise affect the enforceability, validity or legality of the remaining terms of this Agreement so long as this Agreement, as so modified, continues to express, without material change, the original intentions of the parties as to the subject matter hereof and the deletion of such



portion of this Agreement will not substantially impair the respective expectations of the parties or the practical realization of the benefits that would otherwise be conferred upon the parties.

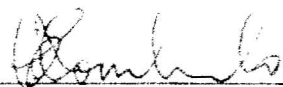
**SECTION 5.7 SUBMISSION TO JURISDICTION. EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK LOCATED IN THE BOROUGH OF MANHATTAN OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH SUCH LITIGATION. EACH PARTY HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HERETO HEREBY CONSENTS TO PROCESS BEING SERVED IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT, OR ANY DOCUMENT DELIVERED PURSUANT HERETO BY THE MAILING OF A COPY THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, RETURN RECEIPT REQUESTED, TO ITS RESPECTIVE ADDRESS SPECIFIED AT THE TIME FOR NOTICES UNDER THIS AGREEMENT OR TO ANY OTHER ADDRESS OF WHICH IT SHALL HAVE GIVEN WRITTEN OR ELECTRONIC NOTICE TO THE OTHER PARTIES. THE FOREGOING SHALL NOT LIMIT THE ABILITY OF ANY PARTY HERETO TO BRING SUIT IN THE COURTS OF ANY JURISDICTION.**

[signature pages follow]

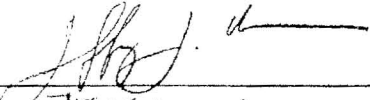
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

RESIDENTIAL FUNDING COMPANY, LLC, and  
GMAC MORTGAGE, LLC, as Borrowers,

RESIDENTIAL CAPITAL, LLC,  
RFC ASSET HOLDINGS II, LLC,  
PASSIVE ASSET TRANSACTIONS, LLC,  
GMAC RESIDENTIAL HOLDING COMPANY, LLC,  
GMAC-RFC HOLDING COMPANY, LLC,  
HOMECOMINGS FINANCIAL, LLC, and  
EQUITY INVESTMENT I, LLC, as Guarantors

By:   
Name: Jerry Lombardo  
Title: Global Funding & Liquidity Executive and Treasurer

ALLY FINANCIAL INC.  
(f/k/a GMAC Inc.),  
as Lender Agent and Initial Lender

By:   
Name: JEFF BROWN  
Title: TREASURER

**Exhibit A**  
**To Third Amendment to LOC Loan Agreement**

**SCHEDULE 7.01(t)**

**BILATERAL FACILITIES**

<b>T#</b>	<b>Company Name</b>	<b>Internal Contract Number</b>	<b>Expiration Date</b>	<b>Description</b>	<b>Legal Entity Name</b>
T005	Fannie Mae	FNM-06863	Perpetual	FNMA; Off-balance sheet (Gestation Repo); As Soon As Pooled Sale Agreement, dated July 28, 2003	X- GMAC Mortgage, LLC
T009	Fannie Mae	FAN-06642	6/30/11	Fannie Mae; Off Balance Sheet; Master Agreement No. MP04297.1 4/24/2009	Ally Financial Inc., GMAC LLC, Residential Capital, LLC, GMAC Mortgage, LLC
T215	Ally Financial Inc.	GMA-08892	4/29/11	Ally; Intercompany; Amended and Restated Loan Agreement dated December 30, 2009	Ally Financial Inc., GMAC Mortgage, LLC, Residential Capital, LLC, Residential Funding, LLC
T909	Barclays Bank PLC	BAR-07730	4/18/11	Barclays - GSAP; Other Secured Borrowings; Second Amended and Restated Indenture dated March 6, 2008	GMACR Mortgage Products, Inc., GMAC Mortgage, LLC, GMAC Bank, Residential Funding Company, LLC
T932	Citibank, NA	CIT-06399	9/15/10	Citibank; Mortgage Servicing Rights; Amended and Restated Loan and Security Agreement dated June 30, 2010	Residential Capital, LLC, GMAC Mortgage, LLC
T937	Citibank, NA	2010-CIT-06371	4/22/11	Master Repurchase Agreement dated May 14, 2010	GMAC Mortgage, LLC, Residential Funding Company, LLC
T938	Goldman Sachs Mortgage Company	2010-GOL-06374	4/22/11	Master Repurchase Agreement dated May 14, 2010	GMAC Mortgage, LLC, Residential Funding Company, LLC

**Note** Schedule excludes ResCap intercompany agreements, bank lines and loans, bonds and deposit liabilities.