

FIRST AMENDMENT AGREEMENT
To Amended and Restated Pledge and Security Agreement and Irrevocable Proxy

Dated as of May 14, 2010

by and among

RFC ASSET HOLDINGS II, LLC,
PASSIVE ASSET TRANSACTIONS, LLC,
RESIDENTIAL CAPITAL, LLC,
RESIDENTIAL FUNDING COMPANY, LLC,
GMAC MORTGAGE, LLC,
EQUITY INVESTMENT I, LLC,
and certain of their Affiliates from time to time parties hereto,
as Grantors,

and

ALLY FINANCIAL INC.
(f/k/a GMAC Inc.),
as a Secured Party

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*First Amendment to
A&R Fourth Security Agreement*



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This FIRST AMENDMENT AGREEMENT (this “Agreement”), dated as of May 14, 2010 (the “Amendment Effective Date”), is by and among RFC Asset Holdings II, LLC, a Delaware limited liability company (“RAHI”), Passive Asset Transactions, LLC, a Delaware limited liability company (“PATI”); Residential Capital, LLC, a Delaware limited liability company (“ResCap”), Residential Funding Company, LLC, a Delaware limited liability company (“RFC”), and GMAC Mortgage, LLC, a Delaware limited liability company (“GMAC Mortgage”), Equity Investment I, LLC, a Delaware limited liability company (“Equity I”) and each other Person party hereto as a “Grantor” (RAHI, PATI, ResCap, GMAC Mortgage, RFC, Equity I and each other such Person, together with any of their respective successors and assigns, each a “Grantor” and collectively, the “Grantors”); and Ally Financial Inc. (f/k/a GMAC Inc.), a Delaware corporation (“Secured Party” or “Ally Financial”).

Reference is hereby made to the Amended and Restated Pledge and Security Agreement and Irrevocable Proxy dated as of December 30, 2009 among the Grantors and the Secured Party (as amended and modified through the date hereof, the “Fourth Security Agreement”).

RECITALS

1. Each of the parties hereto is a party to the Fourth Security Agreement.
2. The parties hereto desire to make certain amendments to the Fourth Security Agreement.
3. Each of the parties hereto, by its signature hereto, hereby acknowledges, consents and agrees to the changes set forth herein.
4. In consideration of the promises 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 Fourth Security Agreement.

ARTICLE II
AMENDMENTS TO THE FOURTH SECURITY AGREEMENT

SECTION 2.1 Amendment to Security Agreement. The Fourth Security Agreement is hereby amended by deleting the phrase “GMAC Inc.” where it appears therein and replacing it with “Ally Financial Inc. (f/k/a GMAC Inc.)”; and (b) deleting the phrase “GMAC IM” where it appears therein and replacing it with “Ally IM”.

SECTION 2.2 Amendments to Section 1.

(a) The following definitions are hereby amended and restated in their entirety to read as follows:

Account Collateral means Deposit Accounts, Securities Accounts and other Collateral described in clauses (h) and (i) of Section 2 hereof.

GMAC means GMAC Inc., a Delaware corporation now known as Ally Financial Inc., in its individual capacity.

GMAC IM means GMAC Investment Management LLC, a Delaware limited liability company now known as Ally Investment Management LLC, in its individual capacity.

Loan Collateral means the Collateral described in clauses (a) through (l) of Section 2 hereof.

Mortgage File means, with respect to any Mortgage Loan, a file or files pertaining to such Mortgage Loan that contains the mortgage documents pertaining to such Mortgage Loan and any additional mortgage documents pertaining to such Mortgage Loan required by the Lender Agent.

Servicing Rights means each of RFC’s and GMAC Mortgage’s right, title and interest in, to and under each Servicing Contract, whether now or hereafter existing, acquired or created, whether or not yet accrued, earned, due or payable, as well as all other present and future right and interest under such Servicing Contract, including, without limitation, the right (i) to receive the Servicing Fee income (including without limitation, any Uncollected Fees), (ii) to receive reimbursement for any Advances, (iii) any and all Ancillary Income, (iv) to hold and administer the Related Escrow Account Balances, (v) to hold and administer, in accordance with the applicable Servicing Contract, the Related Principal and Interest Custodial Account, the Custodial File, and the Mortgage File arising from or connected to the servicing of such Mortgage Loan and (vi) all proceeds, income, profits, rents and products of any of the foregoing; but with respect to (i)-(vi) above specifically excluding the Excluded Collateral.

Uncollected Fees means, with respect to any Mortgage Loan, any accrued late charges, NSF fees, assumption fees, and other fees charged to Mortgagors in connection with the servicing of such Mortgage Loan which have not been collected by either RFC or GMAC Mortgage as of the date the related Servicing Rights are pledged hereunder.

(b) The defined term “Investor” is hereby replaced with the term “Mortgage Investor” in each place where it appears in the Security Agreement, and the definition of “Mortgage Investor” is hereby moved to its proper alphabetical place in Section 1 of the Security Agreement.

(c) The definitions of “Funding Date” and “MSR Collateral” are hereby deleted in their entirety from Section 1 of the Security Agreement.

(d) The following definition is hereby added to Section 1 of the Security Agreement in proper alphabetical order:

Ally IM means Ally Investment Management LLC (f/k/a GMAC Investment Management LLC), a Delaware limited liability company.

MBS Trustee means each trustee of a trust or trust estate in which the Mortgage Loans being serviced by any Grantor are held.

Servicing Rights Collateral means (i) the Servicing Rights whether or not yet accrued, earned, due or payable as well as all other present and future rights and interests of RFC or GMAC Mortgage, as applicable, in such Servicing Rights, (ii) the Servicing Contracts and all rights and claims thereunder, (iii) all books and records, including computer disks and other records, related to the foregoing (but excluding computer programs) and (iv) all monies due or to become due with respect to the foregoing and all Proceeds of the foregoing, but with respect to (i)-(iv) above specifically excluding the Excluded Collateral.

SECTION 2.3 Amendment to Section 2. Section 2 of the Fourth Security Agreement is hereby amended and restated as follows:

“2. Grant of Security Interest by Grantors. As security for the prompt payment in full in cash and performance of all Obligations, each of the Grantors has pledged and hereby pledges to the Secured Party and has granted and hereby grants a continuing security interest to the Secured Party in all of each such Grantor’s right, title and interest, in, to, and under, whether now or hereafter existing, owned or acquired and wherever located and howsoever created, arising or evidenced, all of the following:

(a) all Pledged Mortgage Loans and all assets, rights or property related thereto;

(b) all Pledged Shares and all assets, rights or property related thereto;

(c) (i) all Flume No. 8 Notes, all GX II Notes, all First Savings Warehouse Notes, all Provident Warehouse Notes, the German Class B Securities and all other Pledged Notes (including, without limitation, the Flume No. 8 Initial Note and the GX II Initial Note), and (ii) all assets, rights or property related thereto (including, without limitation, the Flume No. 8 Facility Documents, the Warehouse Loans, the Warehouse Facility Documents, the GX II Security Documents, the German Class B Transaction Documents and all Pledged Note Liens, if and to the extent the foregoing evidence or relate to the Flume No. 8 Notes, the GX II Notes or such other Pledged Notes);

(d) (i) all Pledged Interests, and (ii) all assets, rights or property related thereto;

(e) all HELOC Excluded Draw Collateral and all assets, rights or property related thereto;

(f) all Servicing Rights Collateral and all assets, rights or property related thereto;

(g) (i) all Dividends, Distributions, interest, and (ii) other payments and rights, in each case if and to the extent evidencing or related to the Pledged Shares, Pledged Notes and Pledged Note Liens, Pledged Interests, Flume No. 8 Facility Documents, GX II Security Documents, Warehouse Loans, Warehouse Facility Documents, German Class B Transaction Documents, Servicing Rights Collateral, HELOC Excluded Draw Collateral or Pledged Mortgage Loans;

(h) all Deposit Accounts, including, without limitation, all Deposit Accounts identified on Exhibit A of Schedule IV, and all Property deposited or carried therein or credited thereto, in each case if and to the extent related to any Pledged Shares, Pledged Notes and Pledged Note Liens, Pledged Interests, Flume No. 8 Facility Documents, GX II Security Documents, Warehouse Loans, Warehouse Facility Documents, German Class B Transaction Documents, Servicing Rights Collateral, HELOC Excluded Draw Collateral or Pledged Mortgage Loans;

(i) all Securities Accounts including, without limitation, all Securities Accounts identified on Exhibit A of Schedule IV, and all Property, including all Investment Property and Financial Assets, deposited or carried therein or credited thereto, and all permitted investments acquired with funds on deposit in or carried in or credited to such Securities Accounts, in each case if and to the extent related to any Pledged Shares, Pledged Notes and Pledged Note Liens, Pledged Interests, Flume No. 8 Facility Documents, GX II Security Documents, Warehouse Loans, Warehouse Facility Documents, German Class B Transaction Documents, Servicing Rights Collateral, HELOC Excluded Draw Collateral or Pledged Mortgage Loans;

(j) to the extent not included in the foregoing, the Contribution Agreements and all other agreements, contracts, documents and instruments if and to the extent evidencing or related to any Pledged Shares, Pledged Notes and Pledged Note Liens, Pledged Interests, Flume No. 8 Facility Documents, GX II Security Documents,

Warehouse Loans, Warehouse Facility Documents, German Class B Transaction Documents, Servicing Rights Collateral, HELOC Excluded Draw Collateral or Pledged Mortgage Loans;

(k) (i) all books, records, writings, data bases, information and other property relating to or evidencing any Pledged Shares, Pledged Notes and Pledged Note Liens, Pledged Interests, Flume No. 8 Facility Documents, GX II Security Documents, Warehouse Loans, Warehouse Facility Documents, German Class B Transaction Documents, Servicing Rights Collateral, HELOC Excluded Draw Collateral or Pledged Mortgage Loans, and (ii) all insurance policies, claims and/or insurance proceeds arising out of the loss, nonconformity or any interference with the use of, or any defect or infringement of rights in, or damage to, any of the foregoing, in each case if and to the extent evidencing or related to any Pledged Shares, Pledged Notes and Pledged Note Liens, Pledged Interests, Flume No. 8 Facility Documents, GX II Security Documents, Warehouse Loans, Warehouse Facility Documents, German Class B Transaction Documents, Servicing Rights Collateral, HELOC Excluded Draw Collateral or Pledged Mortgage Loans;

(l) to the extent not included in the foregoing, all Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, General Intangibles (including Payment Intangibles), Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Supporting Obligations, Money and all other personal assets and property of any kind or description, in each case if and to the extent related to any Pledged Shares, Pledged Notes and Pledged Note Liens, Pledged Interests, Flume No. 8 Facility Documents, GX II Security Documents, Warehouse Loans, Warehouse Facility Documents, German Class B Transaction Documents, Servicing Rights Collateral, HELOC Excluded Draw Collateral or Pledged Mortgage Loans;

(m) all Proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on any of the foregoing; and

(n) all Derivative Collateral;

together with all proceeds, products, offspring, rents, issues, profits and returns of and from, and all distributions on and rights arising out of, any of the foregoing.

SECTION 2.4 Amendment to Section 7. Section 7 of the Fourth Security Agreement is hereby amended by inserting the following new subsection (f) immediately after subsection (e) thereof:

(f) The Grantors hereby agree that the Secured Party shall have the right, in its sole discretion, to solicit, negotiate with and contract with a party or parties of the Secured Party's choosing to serve as a backup servicer to either or both of RFC and GMAC Mortgage and with respect to all or such portion of the Servicing Contracts as the Secured Party may choose. Each Grantor covenants and agrees that it will fully cooperate and use its best efforts to assist the Secured Party in exercising this right in all respects, including the provision of such information to

any such backup servicer as may be required in connection with the negotiation of a backup servicing agreement or for the performance of its duties as backup servicer, the execution of a backup servicing agreement and obtaining from the relevant MBS Trustee, Mortgage Investors and, if applicable, any bond insurers, a consent to such backup servicing arrangements.

SECTION 2.5 Amendment to Section 9. Section 9(a) of the Fourth Security Agreement is hereby amended and restated in full to read as follows:

(a) Each Grantor hereby irrevocably appoints the Secured Party its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, from time to time, upon the occurrence and during the continuation of a Default (in the case of a breach of Section 8(h)) or an Event of Default, to take any action and to execute any instrument which the Secured Party may request to accomplish the purposes of this Agreement, including:

(i) (A) to direct any party liable for any payment under any Collateral to make payment of any and all moneys due or to become due to thereunder directly to the Secured Party or as the Secured Party shall direct, (B) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral, (C) to receive, endorse, and collect any drafts or other Collateral in connection with clauses (A) or (B) above, (D) to file any claims or take any action or institute any proceedings which the Secured Party may request for the collection of any of the Collateral or otherwise to enforce the rights of the Ally Financial and the other Secured Parties with respect to any of the Collateral, and (E) to perform the affirmative obligations of such Grantor thereunder, except under Servicing Contracts which shall be governed by clause (ii) below;

(ii) perform or cause to be performed, such Grantor's obligations under any Servicing Contract to the extent permitted by the related Servicing Contracts; and

(iii) if and to the extent not prohibited by a legally enforceable provision of the relevant Servicing Contract, negotiate and arrange for the transfer of any servicing rights under any Servicing Contract to another asset manager, servicer, special servicer or sub-servicer and for the payment of any sums in respect thereto to the Secured Party (for application to the Obligations).

EACH GRANTOR HEREBY ACKNOWLEDGES, CONSENTS AND AGREES THAT THE POWER OF ATTORNEY GRANTED PURSUANT TO THIS SECTION 9 IS IRREVOCABLE AND COUPLED WITH AN INTEREST AND SHALL BE EFFECTIVE UNTIL ALL OBLIGATIONS HAVE BEEN IRREVOCABLY PAID IN FULL IN CASH AND ALL SECURED TRANSACTIONS HAVE TERMINATED.

SECTION 2.6 Amendment to Section 12. Section 12(a) of the Fourth Security Agreement is hereby amended and restated in full to read as follows:

(a) The Secured Party hereby appoints as its agent (i) GMAC IM, to hold any Derivative Collateral which constitutes Account Collateral, Bailment Collateral or Pledged Property, and GMAC IM hereby accepts such appointment; (ii) the Lender Agent, to hold any other Collateral which constitutes Account Collateral, Bailment Collateral or Pledged Property, and the Lender Agent accepts such appointment; and (iii) the Omnibus Agent, to hold any other Collateral which constitutes Account Collateral, Bailment Collateral or Pledged Property, and the Omnibus Agent accepts such appointment. Each of the parties hereto acknowledges and agrees that each such agent shall hold any Account Collateral, Bailment Collateral and Pledged Property in its possession for the benefit of the Secured Party.

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 Opinions and Other Deliverables. The Obligors covenant and agree to deliver or cause to be delivered (a) opinions of counsel to the Obligors with respect to the transactions contemplated hereby, which opinions shall be in form and substance satisfactory to the Secured Party, on or before the date hereof and (b) such other documents, including but not limited to the Obligors' board resolutions approving this Agreement, as the Secured Party may reasonably request, which documents will be in form and substance satisfactory to the Secured Party, on or before the date hereof. The Obligors acknowledge and agree that the Secured Party may, upon the failure to deliver any of the items set forth in clauses (a) and (b) above in the timeframes set forth therein, declare an Event of Default.

ARTICLE IV
ACKNOWLEDGEMENTS, CONSENTS, NOTICE, CONFIRMATION AND
REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Acknowledgement of Pledge of Servicing Rights Collateral. Each Grantor hereby acknowledges that, notwithstanding the release of the MSR Collateral contained in the Fourth Security Agreement as executed on the date thereof, the Servicing Rights Collateral has been pledged as Collateral hereunder pursuant to the Collateral Addition Designation Notice contained in that certain First Amendment to the Amended and Restated Loan Agreement (Line of Credit Agreement), dated as of the date hereof, among the parties to the Loan Agreement.

SECTION 4.2 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 Fourth Security Agreement or the Specified Documents with respect to the execution of this Agreement.

SECTION 4.3 Confirmation of the Fourth Security Agreement. The Grantors each hereby acknowledge and agree that the Fourth Security Agreement and each other Specified 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 Grantor reaffirms its grant of a security interest in all the Collateral pledged by it, and agrees that such security interest secures all Obligations as defined in the Fourth Security Agreement. As of the Amendment Effective Date, each reference in the Fourth Security Agreement to “this Agreement” or in any other Specified Document to the “Fourth Security Agreement” shall mean the Fourth Security Agreement as amended by this Agreement, and as hereinafter amended or restated.

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

- (a) Its representations and warranties set forth in the Specified 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 Fourth Security 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 CITY 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.

[Signatures 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.

RFC ASSET HOLDINGS II, LLC,
PASSIVE ASSET TRANSACTIONS, LLC,
RESIDENTIAL CAPITAL, LLC,
RESIDENTIAL FUNDING COMPANY, LLC,
GMAC MORTGAGE, LLC,
and EQUITY INVESTMENT I, LLC,
as Grantors

By: 

Name: Michelle Switzer

Title: Assistant Treasurer

ALLY FINANCIAL INC.
(f/k/a GMAC Inc.),
as Secured Party

By: 

Name: JEFF BROWN

Title: TREASURER

ACKNOWLEDGEMENTS AND AGREEMENTS

The Senior Debt Agent hereby acknowledges and agrees with the Secured Party that none of the Collateral is subject to the lien created by the Senior Debt Security Documents. The Senior Debt Agent further agrees, upon request of the Secured Party, to take such actions as are reasonably necessary to cause Wells Fargo Bank, N.A., as First Priority Collateral Agent under the Senior Debt Loan Agreement, to confirm that no lien exists with respect to such Collateral pursuant to the Senior Debt Security Documents.

ALLY FINANCIAL INC.
(f/k/a GMAC Inc.),
as Senior Debt Agent

By: 

Name: JEFF BROWN

Title: TREASURER

Ally Financial Inc. (f/k/a GMAC Inc.), in its capacity as LOC Agent (as defined in the Credit Agreement), Omnibus Agent and lender under the MSR Loan Agreement, hereby consents to the security interests arising under the Pledge and Security Agreement and Irrevocable Proxy to which this Acknowledgement and Agreement is attached.

ALLY FINANCIAL INC.
(f/k/a GMAC Inc.),
as LOC Agent and Omnibus Agent,
as lender under the MSR Loan Agreement,
and in its individual capacity

By: 

Name: JEFF BROWN

Title: TREASURER