

T215

SECOND AMENDMENT
To the Amended and Restated Loan Agreement
(Senior Debt Loan 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,

Certain Affiliates of the Borrowers and Guarantors
party hereto as Obligors,

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 SECOND 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”), the various other parties signatory hereto as obligors, 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 (Senior Debt Loan Agreement), dated as of December 30, 2009, among the Borrowers, the Guarantors, the obligors party thereto, the Lenders, the Lender Agent and Wells Fargo Bank, N.A., a first priority collateral agent (as amended and modified through the date hereof, the “Senior Loan Agreement”).

RECITALS

1. Each of the parties hereto is a party to the Senior Loan Agreement.
2. The parties hereto desire to make certain amendments to the Senior 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 Senior Loan Agreement.

ARTICLE II
AMENDMENTS TO THE SENIOR LOAN AGREEMENT

SECTION 2.1 Amendments to the Senior Loan Agreement.

(a) The Senior Loan Agreement is hereby amended such that (i) each reference to “GMAC Inc.” shall be and be deemed to be a reference to “Ally Financial Inc. (f/k/a GMAC Inc.)” and (ii) each reference to “GMAC” shall be and be deemed to be a reference to “Ally Financial”.

(b) Section 4.02 of the Senior Loan Agreement is hereby amended by deleting the phrase “Available MTM Credits” and inserting the phrase “MTM Credit” in its place.

(c) Section 6.01(n) of the Senior Loan Agreement is hereby amended by replacing “GMAC Mortgage” in clause (iii) thereof with “each Borrower”.

(d) Section 6.01(n) of the Senior Loan Agreement is hereby further amended by adding the following language to the end thereof:

“Notwithstanding the foregoing, with respect to each Borrower, if the failure of such Borrower to comply with any of clauses (i) through (vii) above could not reasonably be expected to have a Material Adverse Effect, such failure shall not constitute a breach of this Section 6.01(n).”

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

(f) Section 6.01 (v) of the Senior Loan Agreement is hereby amended and restated in full to read as follows:

“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 Primary Collateral related to such entities.”

(g) Section 7.01(h) of the Senior Loan Agreement is hereby amended and restated in full to read as follows:

“(h) Peak Score. Each Borrower shall maintain either (i)(1) at all times while Fannie Mae is utilizing the monthly Peak Score rating system, a monthly Peak Score which equates to “Excellent” or better or (2) at all times after Fannie Mae has developed and implemented a replacement rating system for the monthly Peak Score rating system, a score or rating in respect of such replacement rating system that is reasonably equivalent to a monthly Peak Score of “Excellent” or better, as agreed upon by the Lender Agent and the Borrowers, or (ii) an Investor Reporting and Remitting rating from Freddie Mac which equates to “Tier 2” or better. Notwithstanding the foregoing, if the failure of one or both of the Borrowers to comply with any of clauses (i) or (ii) above could not reasonably be expected to have a Material Adverse Effect, such failure shall not constitute a breach of this Section 7.01(h).”

(h) Section 7.02(i) of the Senior Loan Agreement 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.”

(i) Section 7.02(j) of the Senior Loan Agreement 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(i) 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 Obligors.”

(j) Section 8.01 of the Senior Loan Agreement is hereby amended by (i) replacing the “.” at the end of clause (k) with a “;”, (ii) deleting the “or” at the end of clause (l), (iii) replacing the “.” at the end of clause (m) with “;” and (iv) inserting the following new clauses (n) and (o) at the end of Section 8.01:

“(n) (i) either Borrower shall at any time and for any reason no longer be approved as an owner of servicing rights by Fannie Mae and Freddie Mac or (ii) any other event shall occur with respect to Fannie Mae or Freddie Mac, provided that, in the case of (i) and (ii), such event would reasonably be expected to have a Material Adverse Effect; or

(o) Any Obligor or any Subsidiary of an Obligor shall have defaulted in the payment or performance of any debt or other obligation that has been guaranteed by Ally Financial for the benefit of a third party and the Lender Agent, in its sole discretion, shall have notified a Borrower in writing that such default shall constitute an Event of Default.”

(k) The final paragraph of Section 12.11(b) of the Senior Loan Agreement is hereby amended and restated in full to read as follows:

“Any such release without the consent of the Lender Agent shall not become effective unless an Obligor shall have directed the First Priority Collateral Agent or the Collateral Control Agent to release the applicable Collateral by delivering a Collateral Release Certificate to the First Priority Collateral Agent or the Collateral Control Agent, as applicable. In connection with any release effectuated pursuant to this Section 12.11(b) hereof, the First Priority Collateral Agent or the Collateral Control Agent, as applicable, shall be entitled to conclusively rely, and shall be fully protected in relying, upon any such Collateral Release Certificate, and shall incur no liability to any Person in connection with acting in reliance thereon.”

SECTION 2.2 Amendments to Schedule 1.01.

(a) Schedule 1.01 to the Senior Loan Agreement is hereby amended to add the following new defined terms in the correct alphabetical position:

“Ally Financial” means Ally Financial Inc (f/k/a GMAC Inc.), a Delaware corporation, in its individual capacity.”

“Unrestricted ResCap Liquidity” means the unrestricted and unencumbered cash (consisting solely of United States dollars) and Cash Equivalents held by ResCap, determined on a consolidated basis.”

(b) The definition of “Cash Equivalents” in Schedule 1.01 to the Senior Loan Agreement 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 2-a7 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."

(c) The definition of "Equivalent" in Schedule 1.01 to the Senior Loan Agreement is amended by deleting the word "Value" and inserting the word "value" in its place.

(d) The definition of "GMAC" in Schedule 1.01 to the Senior Loan Agreement is hereby amended and restated in full to read as follows:

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

(e) The definition of "Specified Affiliate" in Schedule 1.01 to the Senior Loan Agreement is hereby amended and restated in full to read as follows:

""Specified Affiliate" means (i) a Borrower, (ii) a Guarantor or (iii) any other Subsidiary of ResCap that has pledged substantially all of its assets as Collateral pursuant to the Security Documents, as defined either in this Agreement or the Line of Credit Agreement."

(f) The definition of "Value" in Schedule 1.01 to the Senior Loan Agreement is hereby amended and restated in full to read as follows:

""Value" means (a) with respect to Conforming Loans, Jumbo Loans, Wet Loans, Second Lien Loans and HELOC Loans that are being held for sale, HLTV Loans that are being held for sale, Scratch and Dent Loans that are being held for sale, Financial Asset-Backed Securities and Residual Rights, the lower of market value or Par Value; and (b) with respect to Servicing P&I Advances, Servicing T&I Advances, Servicing Corporate Advances, Other Receivables, IBG Assets, BCG Assets, Second Lien Loans and HELOC Loans that are being held for investment, Scratch and Dent Loans that are being held for investment, Kick-Out Loans, HLTV Loans that are being held for investment, REO Properties and Model Homes, the Carrying Value."

SECTION 2.3 Amendment to Other Schedules.

(a) Clause (f) of Section 4 of Schedule 2.04 to the Senior Loan Agreement is hereby amended by deleting “50%” and inserting “76.5%” in its place.

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

(c) Schedule 13.02 to the Senior Loan Agreement is hereby amended by deleting the addresses of Residential Funding Company, Residential Capital, LLC, GMAC Mortgage, LLC, Homecomings Financial, LLC and GMAC-RFC Holding Company, LLC and replacing them in each instance with:

“8400 Normandale Lake Blvd., Suite 350
Minneapolis, MN 55437”

SECTION 2.4 Amendment to Exhibits.

(a) The third paragraph of Exhibit 7.01 to the Senior Loan Agreement is hereby 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 close of business on the Business Day immediately preceding the date this Certificate is delivered to the Lender Agent, the aggregate amount of Unrestricted ResCap Liquidity was \$[____], (b) as of the Reporting Date, the Consolidated Tangible Net Worth of ResCap 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 (e) 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.”

(b) Each of the exhibits to the Senior Loan Agreement is hereby amended by deleting the phrase “Principal institutions” wherever it appears in such exhibit and replacing it with “financial institutions”.

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 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 Senior 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 this Agreement shall not 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 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 Senior 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 Senior Loan Agreement to "this Agreement" or in any other Facility Document to the "Loan Agreement" shall mean the Senior 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 Senior 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]

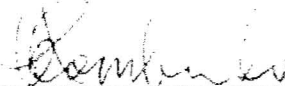
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

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

RESIDENTIAL CAPITAL, LLC
GMAC RESIDENTIAL HOLDING COMPANY, LLC
GMAC-RFC HOLDING COMPANY, LLC and
HOMECOMINGS FINANCIAL, LLC, as Guarantors

RESIDENTIAL MORTGAGE REAL ESTATE HOLDINGS, LLC
RESIDENTIAL FUNDING REAL ESTATE HOLDINGS, LLC
HOMECOMINGS FINANCIAL REAL ESTATE HOLDINGS,
LLC
DEVELOPERS OF HIDDEN SPRINGS, LLC
DOA HOLDING PROPERTIES, LLC
RFC ASSET HOLDINGS II, LLC
PASSIVE ASSET TRANSACTIONS, LLC
GMAC MODEL HOME FINANCE I, LLC
EQUITY INVESTMENT IV, LLC
AMERILAND, LLC

By: REG-PFH, LLC, its sole member
REG-PFH, LLC
HOME CONNECTS LENDING SERVICES, LLC
GMACR MORTGAGE PRODUCTS, LLC
DITECH, LLC
RESIDENTIAL CONSUMER SERVICES, LLC
GMAC MORTGAGE USA CORPORATION
RESIDENTIAL FUNDING MORTGAGE SECURITIES I, INC.,
and
RFC ASSET MANAGEMENT, LLC, as Obligors

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

RFC SFJV-2002, LLC

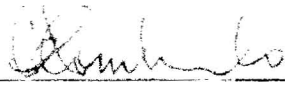
as Obligor

By: RFC ASSET MANAGEMENT, LLC,
its sole member

RCSFJV2004, LLC

as Obligor

By: RFC ASSET MANAGEMENT, LLC,
its sole member

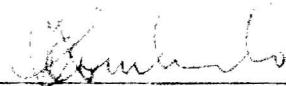
By: 

Name: Jerry Lombardo

Title: Global Funding & Liquidity Executive and Treasurer

RFC CONSTRUCTION FUNDING, LLC
as Obligor
RC PROPERTIES I, LLC
as Obligor
RC PROPERTIES II, LLC
as Obligor
RC PROPERTIES III, LLC
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RC PROPERTIES IV, LLC
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RC PROPERTIES XIV, LLC
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RC PROPERTIES XV, LLC
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RC PROPERTIES XVI, LLC
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RC PROPERTIES XVII, LLC
as Obligor
RC PROPERTIES XVIII, LLC
as Obligor
RC PROPERTIES XIX, LLC
as Obligor
RC PROPERTIES XX, LLC
as Obligor
DOA PROPERTIES I, LLC
as Obligor

DOA PROPERTIES II, LLC
as Obligor
DOA PROPERTIES III (MODELS), LLC
as Obligor
DOA PROPERTIES IV, LLC
as Obligor
DOA PROPERTIES V (LOTS-CA), LLC
as Obligor
DOA PROPERTIES VI, LLC
as Obligor
DOA PROPERTIES VII (LOTS-NV), LLC
as Obligor
DOA PROPERTIES VIII, LLC
as Obligor
DOA PROPERTIES IX (LOTS-OTHER), LLC
as Obligor

By: 
Name: Jerry Lombardo
Title: Treasury Executive

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


By: 
Name: JEFF BROWN
Title: TREASURER

Exhibit A
To Second Amendment to Senior Loan Agreement

SCHEDULE 7.01(t)

BILATERAL FACILITIES

T#	Company Name	Internal Contract Number	Expiration Date	Description	Legal Entity Name
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
T223	Ally Financial Inc.	GMA-11089	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.